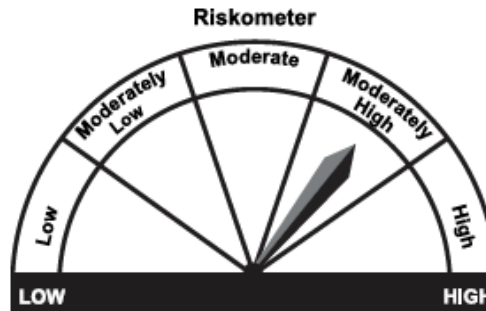


**BARODA MUTUAL FUND**

**SCHEME INFORMATION DOCUMENT (SID)**

**Baroda Equity Savings Fund**

(An open-ended equity scheme investing in equity, arbitrage and debt instruments)



Investors understand that their principal will be at  
Moderately High risk

This product is suitable for investors who are seeking\*

- Long term capital appreciation and income generation
- Investment in equity and equity related securities, arbitrage opportunities, and debt and money market instruments

\*Investors should consult their financial advisors if in doubt about whether the product is suitable for them.

**CONTINUOUS OFFER FOR UNITS AT NAV BASED PRICES**

Face Value of Units: Rs.10/- per unit

<b>Name of Mutual Fund</b>	:	Baroda Mutual Fund
<b>Name of Asset Management Company</b>	:	Baroda Asset Management India Limited (Formerly known as Baroda Pioneer Asset Management Company Limited) CIN : U65991MH1992PLC069414
<b>Name of Trustee Company</b>	:	Baroda Trustee India Private Limited (Formerly known as Baroda Pioneer Trustee Company Private Limited) CIN : U74120MH2011PTC225365
<b>Addresses, Website of the entities</b>	:	501, Titanium, 5th Floor, Western Express Highway Goregaon (E), Mumbai- 400063 <a href="http://www.barodamf.com">www.barodamf.com</a>

The particulars of the Scheme have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations 1996, (herein after referred to as SEBI (MF) Regulations) as amended till date, and filed with SEBI, along with a Due Diligence Certificate from the AMC. The units being offered for public subscription have not been approved or recommended by SEBI nor has SEBI certified the accuracy or adequacy of the Scheme Information Document (SID).

The SID sets forth concisely the information about the scheme that a prospective investor ought to know before investing. Before investing, investors should also ascertain about any further changes to this SID after the date of this Document from the Mutual Fund / Investor Service Centers / Website / Distributors or Brokers.

The investors are advised to refer to the Statement of Additional Information (SAI) for details of Baroda Mutual Fund, Tax and Legal issues and general information on [www.barodamf.com](http://www.barodamf.com)

**SAI is incorporated by reference (is legally a part of the Scheme Information Document). For a free copy of the current SAI, please contact your nearest Investor Service Centre (ISC) or log on to our website.**

**The SID should be read in conjunction with the SAI and not in isolation.**

This Scheme Information Document is dated June 20, 2020

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## I. HIGHLIGHTS/SUMMARY OF THE SCHEME

<b>Name of the Scheme</b>	Baroda Equity Savings Fund
<b>Type of Scheme</b>	An open-ended scheme investing in equity, arbitrage and debt instruments.
<b>Investment Objective</b>	<p>The primary objective of the Scheme is to generate capital appreciation and income by using arbitrage opportunities, investment in equity / equity related instruments and debt/ money market instruments.</p> <p>However, there is no assurance or guarantee that the investment objective of the Scheme will be realized.</p>
<b>Plans</b>	<p>The Scheme will have two Plans: Regular and Direct.</p> <p>Direct Plan is meant for direct investments, i.e. for investors who purchase/subscribe to the units of the Scheme directly with the Fund and is not available for investors who route their investments through a Distributor, while the Regular Plan is meant for investors who route their investments through distributors only.</p> <p>Both Plans will have a common portfolio, but the Direct Plan will have a lower expense ratio on account of absence of brokerage and commission. Hence, both Plans will have distinct NAVs.</p>
<b>Options</b>	<p>Each of the Plans will have the following options:</p> <p>A. Growth Option (default option in case no option specified by investor);</p> <p>B. Dividend Option</p> <p>a. Pay-out;</p> <p>b. Reinvestment (default sub-option in case no sub-option specified by investor)</p> <p>If the Dividend under the Payout Option is less than or equal to Rs. 200, it will, by default, be reinvested under the Reinvestment sub-option.</p> <p>Dividend Reinvestment sub-option shall not be available to investors who transact through the stock exchange in dematerialized mode.</p>
<b>Liquidity</b>	The Scheme will offer redemption at applicable NAV on every Business Day on an ongoing basis, commencing not later than 5 Business Days from the date of allotment of Units, after the closure of NFO period. Under normal circumstances, the Mutual Fund will endeavor to dispatch redemption proceeds within 3 Business Days from the date of acceptance of redemption requests at the ISCs, but not later than 10 Business Days.
<b>Fund Managers</b>	, Mr. Dipak Acharya (Equity), Mr. Pratish Krishnan and Mr. Alok Sahoo (Fixed Income)
<b>Benchmark</b>	40% NSE 50 Arbitrage index TRI, 35% NIFTY Short Duration Debt index TRI and 25% NSE100 index TRI
<b>Transparency / NAV Disclosure</b>	<p>NAVs are calculated and disclosed on every Business Day.</p> <p>The AMC shall update the NAVs on the website of the Fund (<a href="http://www.barodamf.com">www.barodamf.com</a>) and of the Association of Mutual Funds in India - AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>) on every Business Day. The same shall be made available to unit holders through SMS upon receiving a specific request in this regard.</p> <p>The AMC shall disclose the portfolio (along with ISIN) as on the last day of the month / half-year for all its schemes on its website (<a href="http://www.barodamf.com">www.barodamf.com</a>) and on the website of AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>) within ten days from the close of each month/ half year respectively in a user-friendly and downloadable spreadsheet format.</p>
<b>Loads</b>	Entry Load : Not applicable

	<p>Exit Load : 1%, if redeemed within one year from the date of allotment of Units;</p> <p>Nil, if redeemed after one year from the date of allotment of Units.</p>
<b>Transaction Charge</b>	<p>(i) Nil on subscription amounts less than Rs. 10,000/-;</p> <p>(ii) Rs. 100/- on every subscription of Rs. 10,000/- and above for an existing investor in mutual funds;</p> <p>(iii) Rs. 150/-* on a subscription of Rs. 10,000/- and above for an investor investing in mutual funds for the first time.</p> <p>*In the case of any applicable transaction, where the AMC/Fund/Registrar is unable to identify whether the investor concerned is a first-time investor in mutual funds, Rs. 100/- will be charged as transaction charge.</p> <p>The transaction charge referred to in (ii) and (iii) above will be payable only for transactions done through a distributor who has opted in to receive the transaction charges on product basis.</p>
<b>Minimum Application Amount</b>	<p><b>Purchase</b> : Rs. 5,000/- and in multiples of Re. 1/- thereafter per application during the NFO period.</p> <p><b>Additional Purchase</b> : Rs. 1,000/- and in multiples of Re. 1/- thereafter</p> <p><b>Re-purchase</b> : No minimum amount</p>
<b>Systematic Investment Plan/SIP</b>	<p>Rs. 500 /- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly SIP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly SIP.</p>
<b>Systematic Withdrawal Plan / SWP</b>	<p>Rs. 1,000/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly SWP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly SWP.</p>
<b>Systematic Transfer Plan/STP</b>	<p>Rs. 1,000/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly STP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly STP.</p> <p>The STP will be terminated if the amount to be transferred is less than the minimum application amount of the transferee scheme.</p>

## **II. INTRODUCTION**

### **A. RISK FACTORS**

These risk factors may be peculiar to the Mutual Fund as well as that attendant with specific policies and objectives of the Scheme.

#### **1. Standard Risk Factors**

- i. Mutual Funds and securities investments are subject to market risks such as trading volumes, settlement risk, liquidity risk and default risk including the possible loss of principal and there is no assurance or guarantee that the objectives of the Scheme will be achieved.
- ii. As the price / value / interest rates of the securities in which the Scheme invest fluctuates, the value of your investment in the Scheme may go up or down.
- iii. Past performance of the Sponsor/AMC/Mutual Fund does not guarantee future performance of the Scheme.
- iv. Baroda Equity Savings Fund is only the name of the Scheme and does not in any manner indicate either the quality of the Scheme or its future prospects and returns.
- v. The Sponsor is not responsible or liable for any loss resulting from the operation of the Scheme beyond their initial contribution of Rs.10 lakh towards the setting up of the Mutual Fund and such other accretions and additions to the corpus.
- vi. The present Scheme is not a guaranteed or an assured return scheme.

#### **2. Scheme Specific Risk Factors**

- The Scheme attempts to manage risk through active asset allocation. Based on the historical analysis done by the AMC, such a scheme is able to generate a lower risk profile compared to a 100% equity investment strategy. However, there is no certainty that the active asset allocation approach will be able to manage risk as effectively going forward.
- The quantitative model is based on the analysis of past performance of fundamental factors which have relevance to equity and fixed income markets. If the relevance of these factors to influence the respective markets diminishes, it will impact asset allocation and consequently, returns of the Scheme will be impacted.
- Valuation parameters chosen, and the weights assigned are based on the historical analysis and may not hold well in the future if there is extreme change in the perception of the market participants.
- During periods of extreme volatility in short period of time, the model may underperform the benchmark for short term, however this is likely to average out in the longer term.
- The Scheme would be rebalanced on a monthly basis. Any sharp volatility in short term may impact the desired asset allocation and hence, the Scheme returns.

##### **i. Risks associated with investing in equity and equity related securities**

- Equity instruments carry both company specific and market risks and hence no assurance of returns can be made of these investments.
- Equity and equity related securities are prone to daily price fluctuations and the liquidity of investments made in the Scheme may be restricted by trading volumes and settlement periods. Settlement periods may be extended significantly due to unforeseen circumstances. The inability of the Scheme to make intended securities purchases, due to settlement problems, could cause the Scheme to miss certain investment opportunities. Likewise, the inability to sell securities held in the Scheme's portfolio could result, at times, in potential losses to the Scheme, should there be a subsequent decline in the value of securities held in the Scheme's portfolio. Also, the value of the Scheme's investments may be affected by interest rates, currency exchange rates, changes in laws/policies of the government, taxation laws and political, economic or other developments which may have an adverse bearing on individual securities, a specific sector or all sectors.

##### **ii. Risks associated with investing in fixed income securities**

- **Interest Rate Risk:** As with all debt securities, changes in interest rates may affect the Scheme's Net Asset Value as the prices of securities generally increase as interest rates decline and generally decrease as interest rates rise. Prices of long-term securities generally fluctuate more in response to interest rate changes than do short-term securities. Indian debt markets can be volatile leading to the possibility of price movements up or down in fixed income securities and thereby to possible movements in the NAV.
- **Liquidity or Marketability Risk:** This refers to the ease with which a security can be sold at or near to its valuation yield-to-maturity (YTM). The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. Liquidity risk is today characteristic of the Indian fixed income market.
- **Credit Risk:** Credit risk or default risk refers to the risk that an issuer of a fixed income security may default (i.e. will be unable to make timely principal and interest payments on the security). Because of this risk, corporate debentures are sold at a yield above those offered on Government Securities which are sovereign obligations and free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the changes in the perceived level of credit risk as well as any actual event of default. The greater the credit risk, the greater the yield required for someone to be compensated for the increased risk.
- **Reinvestment Risk:** This risk refers to the interest rate levels at which cash flows received from the securities in the Scheme are reinvested. The additional income from reinvestment is the "interest on interest" component. The risk is that the rate at which interim cash flows can be reinvested may be lower than that originally assumed.
- **Settlement risk:** The inability of the Scheme to make intended securities purchases due to settlement problems could cause the Scheme to miss certain investment opportunities. By the same rationale, the inability to sell securities held in the Scheme's portfolio due to the extraneous factors that may impact liquidity would result, at times, in potential losses to the Scheme, in case of a subsequent decline in the value of securities held in the Scheme's portfolio.
- **Regulatory Risk:** Changes in government policy in general and changes in tax benefits applicable to Mutual Funds may impact the returns to investors in the Scheme.

### iii. Risks associated with investing in Derivatives:

- As and when the Scheme trade in the derivatives market there are risk factors and issues concerning the use of derivatives that investors should understand. Derivative products are specialized instruments that require investment techniques and risk analyses different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. There is the possibility that a loss may be sustained by the portfolio as a result of the failure of another party (usually referred to as the "counter party") to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mis-pricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.
- Derivatives products are leveraged instruments and provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the fund manager to identify such opportunities. Identification and execution of the strategies to be pursued by the fund manager involve uncertainty and decision of the fund manager may not always be profitable. No assurance can be given that the fund manager will be able to identify to execute such strategies.
- The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments.

### iv. Risks associated with short selling and securities lending

#### Risks associated with short selling:

The Scheme may enter into short selling transactions, subject to SEBI and RBI Regulations. Short positions carry the risk of losing money and these losses may grow unlimited theoretically if the price of the stock increases without any limit which may result in major losses to the Scheme. At times, the participants may not be able to cover their short positions, if the price increases substantially. If numbers of short sellers try to cover their position simultaneously, it may lead to disorderly trading in the stock and thereby can briskly escalate the price even further making it difficult or impossible to liquidate short position quickly at reasonable prices. In addition, short

selling also carries the risk of inability to borrow the security by the participants thereby requiring the participants to purchase the securities sold short to cover the position even at unreasonable prices.

#### **Risks associated with securities lending:**

The risks in lending portfolio securities, as with other extensions of credit, consist of the failure of another party, in this case the approved intermediary, to comply with the terms of agreement entered into between the lender of securities i.e. the Scheme and the approved intermediary. Such failure to comply with can result in the possible loss of rights in the collateral put up by the borrower of the securities, the inability of the approved intermediary to return the securities deposited by the lender and the possible loss of any corporate benefits accruing to the lender from the securities deposited with the approved intermediary. The Mutual Fund may not be able to sell such lent securities, and this can lead to temporary illiquidity.

#### **i. Risks associated with transaction in Units through Stock Exchange Mechanism**

Allotment and/or redemption of Units through NSE or BSE or any other recognized stock exchange on any Business Day will depend upon the modalities of processing viz. collection of application form, order processing, settlement, etc., upon which the Scheme have no control. Moreover, transactions conducted through the stock exchange mechanism will be governed by the operating guidelines and directives issued by the relevant recognized stock exchange.

#### **ii. Risks associated with Foreign Securities**

The Scheme may invest in Foreign Securities including overseas debt / equities / ADRs / GDRs with the approval of RBI/SEBI, subject to such guidelines as may be issued by RBI/SEBI. The net assets, distributions and income of the Scheme may be affected adversely by fluctuations in the value of certain foreign currencies relative to the Indian Rupee to the extent of investments in these securities. Repatriation of such investment may also be affected by changes in the regulatory and political environments. The Scheme's NAV may also be affected by a fluctuation in the general and specific level of interest rates internationally, or the change in the credit profiles of the issuers.

The Scheme may, where necessary, appoint advisor(s) for providing advisory services for such investments. The appointment of such advisor(s) shall be in accordance with the applicable requirements of SEBI. The fees and expenses would illustratively include, besides the investment management fees, custody fees and costs, transaction costs and overseas regulatory costs, the fees of appointed advisor(s). The fees related to these services would be borne by the AMC and would not be charged to the Scheme.

#### **iii. Risks associated with investing in securitized debt.**

Types of securitized debt vary and carry different levels and types of risks.

- a. **Securitized debt:** Securitization is a process by which assets are sold to a bankruptcy remote special purpose vehicle (SPV) in return for an immediate cash payment. The cash flow from the underlying pool of assets is used to service the securities issued by the SPV.

The Scheme may invest in such securities issued by the SPV. The securities may be either Asset Backed Securities (ABS) or Mortgage Backed Securities (MBS). ABS are securitized debts, where the underlying assets are receivables arising from automobile loans, personal loans, loans against consumer durables, credit card receivables, loans to SME businesses etc.

MBS are securitized debts where the underlying assets are receivables arising from loans backed by mortgage of residential / commercial properties. ABS / MBS instruments reflect the undivided interest in the underlying of assets and do not represent the obligation of the issuer of ABS / MBS or the originator of the underlying receivables.

Different types of securitized debt carry different levels and types of risks. Credit risk on securitized bonds depends upon the originator and varies depending on whether they are issued with recourse to Originator or otherwise. Even within securitized debt, AAA rated securitized debt offers lesser risk of default than AA rated securitized debt.

A structure with recourse will have a lower credit risk than a structure without recourse. Underlying assets in securitized debt may assume different forms and the general types of receivables include auto finance, credit cards, home loans or any such receipts. Credit risks relating to these types of receivables depend upon various factors including macro-economic factors of these industries and economies. Specific factors



like nature and adequacy of property mortgaged against these borrowings, nature of loan agreement/mortgage deed in case of home loan, adequacy of documentation in case of auto finance and home loans, capacity of borrower to meet its obligation on borrowings in case of credit cards and intentions of the borrower influence the risks relating to the asset borrowings underlying the securitized debt. Holders of the securitized assets may have low credit risk with diversified retail base on underlying assets especially when securitized assets are created by high credit rated tranches, risk profiles of Planned Amortization Class tranches (PAC), Principal Only Class Tranches (PO) and Interest Only class tranches (IO) will differ depending upon the interest rate movement and speed of prepayment. Unlike in plain vanilla instruments, in securitization transactions, it is possible to work towards a target credit rating, which could be much higher than the originator's own credit rating. This is possible through a mechanism called 'Credit enhancement'. The process of 'credit enhancement' is fulfilled by filtering the underlying asset classes and applying selection criteria, which further diminishes the risks inherent for a particular asset class. The purpose of credit enhancement is to ensure timely payment to the investors, if the actual collection from the pool of receivables for a given period is short of the contractual payout on securitization. Securitizations are normally non-recourse instruments and therefore, the repayment on securitization would have to come from the underlying assets and the credit enhancement. Therefore, the rating criterion centrally focuses on the quality of the underlying assets.

The change in market interest rates – prepayments may not change the absolute amount of receivables for the investors but may have an impact on the re-investment of the periodic cash flows that the investor receives in the securitized paper.

- b. **Limited liquidity and price risk:** Presently, secondary market for securitized papers is not very liquid. There is no assurance that a deep secondary market will develop for such securities. This could limit the ability of the investor to resell them. Even if a secondary market develops and sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.
- c. **Limited recourse, delinquency and credit risk:** Securitized transactions are normally backed by pool of receivables and credit enhancement as stipulated by the rating agency, which differ from issue to issue. The Credit Enhancement stipulated represents a limited loss cover to the investors. These certificates represent an undivided beneficial interest in the underlying receivables and there is no obligation of either the issuer or the seller or the originator, or the parent or any affiliate of the Seller, Issuer and Originator. No financial recourse is available to the Certificate Holders against the Investors' Representative. Delinquencies and credit losses may cause depletion of the amount available under the Credit Enhancement and thereby the Investor Payouts may get affected if the amount available in the Credit Enhancement facility is not enough to cover the shortfall. On persistent default of an Obligor to repay his obligation, the Servicer may repossess and sell the underlying Asset. However, many factors may affect, delay or prevent the repossession of such Asset or the length of time required to realize the sale proceeds on such sales. In addition, the price at which such Asset may be sold may be lower than the amount due from that Obligor is a process whereby commercial or consumer credits are packaged and sold in the form of financial instruments Full prepayment of underlying loan contract may arise under any of the following circumstances:-
- Obligor pays the Receivable due from him at any time prior to the scheduled maturity date of that Receivable; or
  - Receivable is required to be repurchased by the Seller consequent to its inability to rectify a material misrepresentation with respect to that Receivable; or
  - The Servicer recognizing a contract as a defaulted contract and hence repossessing the underlying Asset and selling the same.

In the event of prepayments, investors may be exposed to changes in tenor and yield.

- d. **Bankruptcy of the Originator or Seller:** If originator becomes subject to bankruptcy proceedings and the court in the bankruptcy proceedings concludes that the sale from originator to Trust was not a sale then an Investor could experience losses or delays in the payments due. All possible care is generally taken in structuring the transaction to minimize the risk of the sale to Trust not being construed as a "True Sale". Legal opinion is normally obtained to the effect that the assignment of Receivables to Trust in trust for and for the benefit of the Investors, as envisaged herein, would constitute a true sale.
- e. **Bankruptcy of the Investor's Agent:** If Investor's agent, becomes subject to bankruptcy proceedings and the court in the bankruptcy proceedings concludes that the recourse of Investor's Agent to the assets/ receivables is not in its capacity as agent/Trustee but in its personal capacity, then an Investor could



experience losses or delays in the payments due under the swap agreement. All possible care is normally taken in structuring the transaction and drafting the underlying documents so as to provide that the assets/receivables if and when held by Investor's Agent is held as agent and in Trust for the Investors and shall not form part of the personal assets of Investor's Agent. Legal opinion is normally obtained to the effect that the Investors Agent's recourse to assets/ receivables is restricted in its capacity as agent and trustee and not in its personal capacity.

- f. **Credit Rating of the Transaction / Certificate:** The credit rating is not a recommendation to purchase, hold or sell the Certificate in as much as the ratings do not comment on the market price of the Certificate or its suitability to a particular investor. There is no assurance by the rating agency either that the rating will remain at the same level for any given period or that the rating will not be lowered or withdrawn entirely by the rating agency.
- g. **Risk of co-mingling:** The servicers normally deposit all payments received from the Obligors into the collection account. However, there could be a time gap between collection by a servicer and depositing the same into the collection account especially considering that some of the collections may be in the form of cash. In this interim period, collections from the Loan Agreements may not be segregated from other funds of the servicer. If the servicer fails to remit such funds due to investors, the investors may be exposed to a potential loss. Due care is normally taken to ensure that the servicer enjoys highest credit rating on stand-alone basis to minimize co-mingling risk.

**iv. Risk Factors Associated with Investments in REITs and InvITs:**

- **Price-Risk or Interest-Rate Risk:** REITs & InvITs run price-risk or interest-rate risk. Generally, when interest rates rise, prices of existing securities fall and when interest rates drop, such prices increase. The extent of fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of interest rates.
- **Credit Risk:** In simple terms this risk means that the issuer of a debenture/ bond or a money market instrument may default on interest payment or even in paying back the principal amount on maturity. REITs & InvITs are likely to have volatile cash flows as the repayment dates would not necessarily be pre-scheduled.
- **Liquidity or Marketability Risk:** This refers to the ease with which a security can be sold at or near to its valuation yield-to-maturity (YTM). The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. As these products are new to the market they are likely to be exposed to liquidity risk.
- **Reinvestment Risk:** Investments in REITs & InvITs may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a lower rate.
- **Risk of lower than expected distributions:** The distributions by the REIT or InvIT will be based on the net cash flows available for distribution. The amount of cash available for distribution principally depends upon the amount of cash that the REIT/INVIT receives as dividends or the interest and principal payments from portfolio assets.

The above are some of the common risks associated with investments in REITs & InvITs. There can be no assurance that investment objectives will be achieved, or that there will be no loss of capital. Investment results may vary substantially on a monthly, quarterly or annual basis.

**v. Risks associated with repo transactions in corporate debt**

The Scheme may be exposed to counter party risk in case of repo lending transactions in the event of the counterparty failing to honour the repurchase agreement. However, in repo transactions, the collateral may be sold, and a loss is realized only if the sale price is less than the repo amount. The risk is further mitigated through over-collateralization (the value of the collateral being more than the repo amount).

**RISK MITIGATION / MANAGEMENT STRATEGY OF THE SCHEME**

Risk & description specific to Equity	Risk Mitigation/ management strategy
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<b>Risk &amp; description specific to Equity</b>	<b>Risk Mitigation/ management strategy</b>
Quality Risk: Risk of investing in unsustainable/ weak companies	Investment universe carefully selected to only include companies of high quality business, sound financial strength and management of the company
Price Risk : Risk of overpaying of company	"Fair Value" based investment approach supported by comprehensive research
Concentration risk : Risk of lack of diversification Risk of investment in single security or single issuer.	Invest across the market capitalization spectrum in line with the investment objective of the Scheme.
Liquidity Risk : High Impact Cost	Control portfolio liquidity at portfolio construction stage. In fixed income exposure, a judicious mix of Tri-Party Repo, CDs/CPs and other duration products would be chosen to ensure adequate liquidity. In case of equity, liquidity would also be one of the considerations while deciding the exposure to large-caps and mid-caps.
Volatility Risk: Price volatility due to company or portfolio specific factors	The focus of the fund manager is on ensuring that stocks selected for the portfolio and the allocation to each sector/ stock do not lead to excessive volatility that is not in line with the positioning of the Scheme. The volatility of portfolio relative to peers, benchmark and broad market is monitored.
Event Risk	Price risk due to company or sector specific event - The endeavor is to invest in securities of issuers, which have high balance sheet strength in the investment horizon to eliminate single company risk.

#### **Risk Control:**

Investments made by the Scheme will be in accordance with its investment objectives and provisions of the Regulations. Since investing requires disciplined risk management, the AMC will incorporate adequate safeguards for controlling risks in the portfolio construction process. The risk control process involves reducing risks through portfolio diversification, while taking care not to dilute returns in the process. The AMC believes that this diversification will help achieve the desired level of consistency in returns. The AMC aims to identify securities, which offer superior levels of yield at lower levels of risks. With the aim of controlling risks, the investment team of the AMC will carry out rigorous in-depth analysis of the securities proposed to be invested in.

The Scheme may also use various derivatives products for the purpose of trading, hedging and portfolio balancing from time to time, with an attempt to protect the value of the portfolio and enhance Unit Holders' interest. While these measures are expected to mitigate the above risks to a large extent, there can be no assurance that these risks will be completely eliminated.

The Scheme shall minimize the risks associated with investment in fixed income securities, money market instruments and derivatives which involve credit risk, illiquidity risk, by investing in rated papers of companies having a sound background, strong fundamentals, quality of management and financial strength. Also, the Scheme shall endeavor to invest in instruments with a relatively higher liquidity, and shall actively trade on duration, depending on the interest rate scenario.

#### **B. REQUIREMENT OF MINIMUM INVESTORS IN THE SCHEME**

The Scheme shall have a minimum of 20 investors each and no single investor shall account for more than 25% of the corpus of the Scheme. These conditions shall be complied with in each calendar quarter, on an average basis, as specified by SEBI. In case the Scheme does not fulfill the condition of minimum number of investors in a calendar quarter, the provisions of Regulation 39(2)(c) of the SEBI (MF) Regulations shall become automatically applicable, and accordingly, the Scheme shall be wound up and the Units would be redeemed at applicable NAV. If there is a breach of the 25% limit by any investor over the quarter, a rebalancing period of one month would be allowed and thereafter the investor who is in breach of the rule shall be given 15 days' notice to redeem his exposure over the 25% limit. Failure on the part of the said investor to redeem his exposure over the 25% limit within the aforesaid 15 days would lead to automatic redemption by the Mutual Fund on the applicable Net Asset

Value on the 15th day of the notice period. The Scheme shall adhere to the requirements prescribed by SEBI from time to time in this regard.

### C. SPECIAL CONSIDERATION

The Mutual Fund is not assuring or guaranteeing that it will be able to make regular periodical distributions to its Unit Holders though it has every intention to manage the portfolio so as to make periodical income distributions to Unit Holders. Periodical distributions will be dependent on the returns achieved by the Asset Management Company through the active management of the portfolio. Periodical distributions may therefore vary from period to period, based on investment results of the portfolio.

**Right to Limit Redemption:** In terms of SEBI circular SEBI/HO/IMD/DF2/CIR/P/2016/57 dated May 31, 2016, the repurchase / redemption (including switch-out) of Units of the Scheme may be restricted under any of the following circumstances:

- (i) **Liquidity issues** – When the market at large becomes illiquid affecting almost all securities rather than any issuer specific security;
  - (ii) **Market failures, exchange closures** - When markets are affected by unexpected events which impact the functioning of exchanges or the regular course of transactions. Such unexpected events could also be related to political, economic, military, monetary or other emergencies.
  - (iii) **Operational issues** - When exceptional circumstances are caused by *force majeure*, unpredictable operational problems and technical failures (e.g. a black out).
- Further, the aforesaid restriction may be imposed for a specified period of time not exceeding 10 working days in any 90 days period.
  - Any imposition of the above restriction would be specifically approved by the Board of Directors of the AMC and Trustee and the same would be informed to SEBI immediately.
  - When restriction on redemption is imposed, the following procedure shall be applied:
    - (i) No redemption requests upto INR 2 lakh shall be subject to such restriction.
    - (ii) Where redemption requests are above INR 2 lakh, the AMC shall redeem the first INR 2 lakh without such restriction and remaining part over and above INR 2 lakh shall be subject to such restriction.

### Foreign Account Tax Compliance Act (“FATCA”) & Common Reporting Standard (“CRS”)

India and U.S. have signed an agreement on July 9, 2015 on the terms of an Inter-Governmental Agreement (“IGA”) to implement Foreign Accounts Tax Compliance Act (“FATCA”). Further, the Organization of Economic Development (“OECD”) along with G-20 countries has released a ‘Standard for Automatic Exchange of Financial Account Information in Tax Matters’ commonly known as Common Reporting Standard (‘CRS’). India is amongst the first signatories to the Multilateral Competent Authority Agreement (“MCAA”) for the purposes of CRS.

The AMC/Mutual Fund is classified as “Foreign Financial Institution” under the FATCA provisions. The intention of FATCA is that the details of U.S. investors holding assets outside the U.S. will be reported by financial institutions to the United States Internal Revenue Service (IRS), as a safeguard against U.S. tax evasion. As a result of FATCA, and to discourage non-U.S. financial institutions from staying outside this regime, financial institutions that do not enter and comply with the regime will be subject to a 30% withholding tax with respect to certain U.S. source income.

Under the FATCA regime, this withholding tax applies to payments that constitute interest, dividends and other types of income from the US sources. The AMC/Mutual Fund would be required to collect relevant information(s) from the investors towards FATCA / CRS compliance and report information on the holdings or investment to the relevant authorities as per the stipulated timelines.

The FATCA requirements are effective from July 1, 2014. Investors can get more details on FATCA requirements at <http://www.irs.gov/Business/Corporations/Foreign-Account-Tax-Compliance-Act-FATCA>.

### Ultimate Beneficial Ownership (applicable to non-individual Unit Holders)

Non-individual Unit Holders are required to provide the beneficial ownership details at the time of application to subscribe to units of the Scheme during the NFO Period, failing which their applications shall be liable to be rejected.

Applicants are required to refer to the information on FATCA/CRS/UBO form for further information. Signing up of declaration or filling up of indicia, as applicable, is mandatory, in the absence of which, the applications are liable to be rejected.

### Central KYC requirements

Pursuant to SEBI circular nos. CIR/MIRSD/ 66 /2016 dated July 21, 2016 and CIR/MIRSD/120 /2016 dated November 10, 2016 and AMFI Best Practices Guidelines Circular No. 68 / 2016 - 17 dated December 22, 2016, pertaining to implementation of Central Know Your Client ("CKYC"), the following changes have been implemented effective from February 1, 2017 :

- Individual investors investing in the Mutual Fund for the first time who are not KYC compliant under the KYC Registration Agency ("KRA") regime, shall use the new CKYC form for complying with the CKYC requirements.
- In case any such investor uses the old KYC form, such investor shall provide additional / missing information using the "Supplementary CKYC form" or fill the new CKYC form. Such supplementary CKYC form will be accepted only for a limited period by the Mutual Fund.
- Individual investors who have completed CKYC, can invest in the Mutual Fund using their 14-digit KYC Identification Number ("**KIN**"). In case of minors, the KIN of the guardian shall be applicable.
- In case, PAN of an investor is not updated in Central KYC Records Registry ("CKYCR") system, the investor shall be required to submit a self-certified copy of his/her PAN card at the time of investment.
- Investors may obtain the new CKYC and Supplementary CKYC forms from our website ([www.barodamf.com](http://www.barodamf.com)).

### Seeding of Aadhaar number:

The Ministry of Finance (Department of Revenue) in consultation with the Reserve Bank of India has made certain amendments to the Prevention of Money Laundering (Maintenance of Records) Rules, 2005, namely, the Prevention of Money Laundering (Maintenance of Records) Second Amendment Rules, 2017 ("**Amended Rules**"). These Amended Rules have come into force with effect from June 1, 2017. These Amended Rules, inter alia, make it mandatory for investors to submit Aadhaar number issued by the Unique Identification Authority of India (UIDAI) in respect of their investments. Accordingly, investors are requested to note the following requirements in relation to submission of Aadhaar number and other prescribed details to the Mutual Fund/Karvy/AMC:

- Where the investor is an individual, who is eligible to be enrolled for Aadhaar number, the investor is required to submit the Aadhaar number issued by UIDAI. Where the Aadhaar number has not been assigned to an investor, the investor is required to submit proof of application of enrolment for Aadhaar. If such an individual investor is not eligible to be enrolled for Aadhaar number, and in case the Permanent Account Number (PAN) is not submitted, the investor shall submit one certified copy of an officially valid document containing details of his identity and address and one recent photograph along with such other details as may be required by the Mutual Fund.
- Where the investor is a non-individual, apart from the constitution documents, Aadhaar numbers and PANs as defined in Income-tax Rules, 1962 of managers, officers or employees or persons holding an attorney to transact on the investor's behalf, are required to be submitted. Where an Aadhaar number has not been assigned, proof of application towards enrolment for Aadhaar is required to be submitted and in case PAN is not submitted, an officially valid document is required to be submitted. If a person holding an authority to transact on behalf of such an entity is not eligible to be enrolled for Aadhaar and does not submit the PAN, certified copy of an officially valid document containing details of identity, address, photograph and such other documents as may be prescribed, is required to be submitted.

The investor is required to submit PAN as defined in the Income Tax Rules, 1962.

**The mandatory requirement to submit the Aadhaar details/ documents by existing as well as new investors has been deferred till further notice.**

Any tax liability arising post redemption on account of change in the tax treatment with respect to dividend distribution tax, by the tax authorities, shall be solely borne by the investor and not by the AMC, the Trustee or the Mutual Fund.

If, after due diligence, the AMC believes that any transaction is suspicious in nature with respect to money laundering, the AMC shall report such suspicious transactions to competent authorities under PMLA and rules/guidelines issued thereunder, furnish any such information in connection with such terms, to the said competent authorities and take any other actions as may be required for the purposes of fulfilling its obligations under PMLA and rules/guidelines issued thereunder, without obtaining the prior consent of the investor/concerned Unit holder/any other person.

- **Investors in the Scheme are not being offered any guaranteed returns.**
- **Investors are advised to consult their legal/tax and other professional advisors in regard to tax/legal implications relating to their investments in the Scheme and before making a decision to invest in the Scheme or redeeming their Units in the Scheme.**

#### D. DEFINITIONS AND INTERPRETATION

In this Scheme Information Document, the following words and expressions shall have the meaning specified herein, unless the context otherwise requires:

<b>Applicable NAV</b>	<p>Unless stated otherwise in the SID, Applicable NAV is the Net Asset Value as of the Day as of which the purchase or redemption is sought by the investor and determined by the Fund.</p> <p><b><u>Purchase</u></b></p> <p>In respect of valid application received up to 3 p.m. along with a local cheque payable at par at the place where the application is received : Closing NAV of the day of acceptance of application</p> <p>In respect of valid application received after 3 p.m. along with a local cheque payable at par at the place where application is received : Closing NAV of the next business day</p> <p>In respect of valid application with outstation cheque not payable at par at the place where application is received : Closing NAV of the day on which the cheque is credited.</p> <p>In respect of valid subscription applications for amounts equal to or more than Rs. 2 lakh, Units will be allotted based on the NAV of the day on which the funds are realized up to 3 p.m., subject to the transaction being time-stamped appropriately. In respect of all valid applications for amounts less than Rs. 2 lakh, allotment of Units will be based on the NAV as per the time stamp.</p> <p>For allotment of Units for an amount equal to or more than Rs. 2 lakh, it shall be ensured that:</p> <ul style="list-style-type: none"> <li>(i) Application is received before the applicable cut-off time.</li> <li>(ii) Funds for the entire amount of purchase/subscription applications are credited to the bank account of the Scheme before the cut-off time; and</li> <li>(iii) The funds are available for utilization by the Scheme before the cut-off time without availing any credit facility whether intra-day or otherwise.</li> </ul> <p>For allotment of Units in respect of switch-in to the Scheme from other schemes, it shall be ensured that the application for the switch-in is received before the applicable cut-off time, the funds for the entire amount of subscription/purchase as per the switch-in request are credited to the bank account of the Scheme before the cut-off time and are available for utilization before the cut-off time without availing any credit facility whether intra-day or otherwise, by the Scheme.</p> <p><b><u>Re-purchase / Redemption</u></b></p>
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	<p>Where the application is received up to 3 p.m. - Closing NAV of the day of receipt of application.</p> <p>Where the application is received after 3 p.m. - Closing NAV of the next Business Day.</p> <p><b><u>Transactions through electronic mode:</u></b></p> <p>The time of transaction done through electronic mode, for the purpose of determining the applicability of NAV, would be the time when the request for purchase / sale / switch of units is received in the servers of AMC/Registrar.</p> <p>In case of a time lag between the amount of subscription being debited to the investor's bank account and the subsequent credit into the Scheme's bank account, the applicability of NAV for transactions where NAV is to be applied based on actual realization of funds by the Scheme, may be impacted. The AMC/its bankers/ its service providers would not be liable for any such delay/lag and consequent pricing of units.</p> <p><b><u>Transactions through Stock Exchange Mechanism :</u></b></p> <p>Investors may note that for transactions through the stock exchange, Applicable NAV shall be reckoned on the basis of the time stamping as evidenced by the confirmation slip given by the stock exchange mechanism.</p> <p><b><u>Transactions through tele-transact facility :</u></b></p> <p>The cut off time for the tele transact facility is 2 p.m. for purchases on all business days. If the call is received after the said cut off time, the same would be considered as transaction for the next business day. All calls received up to the specified cut off time, shall be eligible for the Applicable NAV.</p> <p>'Switch in' transactions will be treated as if they were purchase transactions and 'switch out' transactions will be treated as if they were repurchase transactions. In case of 'switch' transactions from one scheme to another, the allocation shall be in line with redemption payouts.</p>
<b>Application Form/Key Information Memorandum</b>	A form meant to be used by an investor to open a folio and/or purchase Units in the Scheme. Any modifications to the Application Form will be made by way of an addendum, which will be attached thereto. On issuance of such addendum, the Application Form will be deemed to be updated by the addendum.
<b>Asset Management Company/AMC/ Investment Manager/</b>	Baroda Asset Management India Limited ( <i>formerly known as Baroda Pioneer Asset Management Company Limited</i> ), incorporated under the Companies Act, 1956, having its registered office at 501, Titanium, 5 <sup>th</sup> Floor, Western Express Highway, Goregaon, Mumbai – 400063, and approved by SEBI to act as Asset Management Company / Investment Manager for the schemes of Baroda Mutual Fund.
<b>Business Day/ Working Day</b>	<p>A day other than:</p> <ul style="list-style-type: none"> <li>(i) Saturday and Sunday;</li> <li>(ii) a day on which both the National Stock Exchange of India Limited and the Bombay Stock Exchange Limited are closed;</li> <li>(iii) a day on which banks in Mumbai and/or RBI are closed for business/clearing;</li> <li>(iv) a day which is a public and/or bank holiday at the Investor Service Centre where the application is received;</li> <li>(v) a day on which normal business cannot be transacted due to storms, floods, natural calamities, bandhs, strikes or such other events as the AMC may specify from time to time, in compliance of the requirements specified by SEBI from time to time;</li> <li>(vi) a day on which the sale and / or redemption and / or switches of units is suspended by the Trustee / AMC.</li> </ul>



	The AMC/Trustee reserves the right to declare any day as a Business Day or otherwise at any or all Investor Service Centers/Official Points of Acceptance of the Mutual Fund or its Registrar.
<b>Consolidated Account Statement / CAS</b>	An account statement detailing all the transactions during a period and/or holdings at the end of the period across all schemes of all mutual funds, including transaction charges paid to distributors, as applicable. This statement will be issued to dormant investors on a half-yearly basis and to investors in whose folios any transaction has taken place during a month, on a monthly basis.
<b>Custodian</b>	SBI-SG Global Securities Private Limited, Mumbai Branch, registered under the SEBI (Custodian of Securities) Regulations, 1996, or any other custodian who is approved by the Trustee.
<b>Cut-off time</b>	A time prescribed in this Scheme Information Document up to which an investor can submit a Purchase request (along with a local cheque payable at par at the place where the application is received) / Redemption request, to be entitled to the Applicable NAV for that Business Day.
<b>Dematerialization/ Demat</b>	The process of converting physical units (account statements) into an electronic form. Units once converted into dematerialized form are held in a Demat account and are freely transferable.
<b>Depository</b>	National Securities Depository Ltd. (NSDL) or such other depository as may be registered with SEBI as a Depository and as may be approved by the Trustee, being a body corporate as defined in the Depositories Act, 1996.
<b>Depository Participant / DP</b>	An agent of the Depository who acts like an intermediary between the Depository and the investors and is registered with SEBI to offer depository related services.
<b>Derivative</b>	Derivative includes (i) a security derived from a debt instrument, share, loan whether secured or unsecured, risk instrument or contract for differences or any other form of security; (ii) a contract which derives its value from the prices, or index of prices, or underlying securities.
<b>Dividend Sweep Option / DSO</b>	The facility given to Unit Holders to automatically invest the dividend by eligible source scheme into eligible target scheme of the Mutual Fund.
<b>Entry Load</b>	A one-time charge that the investor pays at the time of entry into the Scheme. Presently, as per SEBI directives, entry load is not applicable in the Scheme.
<b>Exit Load</b>	A charge paid by the investor at the time of exiting from the Scheme.
<b>Foreign Portfolio Investors / FPI</b>	Foreign Portfolio Investor, registered with SEBI under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2014 as amended from time to time.
<b>Foreign Securities</b>	ADRs/GDRs/equity/debt securities of overseas companies listed on the recognized stock exchanges overseas or other securities as may be specified and permitted by SEBI and/or RBI from time to time.
<b>Fund of Funds / FOF</b>	A mutual fund scheme that invests primarily in other schemes of the same mutual fund or other mutual funds.
<b>Fund / Mutual Fund</b>	Baroda Mutual Fund ( <i>formerly known as Baroda Pioneer Mutual Fund</i> ), being a Trust registered under the Indian Trusts Act and registered with SEBI under the SEBI (MF) Regulations, vide registration number MF/ 018/94/2.
<b>Infrastructure Investment Trust / InvIT</b>	Shall have the meaning assigned in clause (za) of sub-regulation (1) of regulation of the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014.
<b>Investment Management</b>	The Investment Management Agreement (IMA) dated 19 <sup>th</sup> November, 2018,



<b>Agreement</b>	entered into between the Trustee and the AMC, as amended from time to time.
<b>Investor Service Centre / ISC</b>	Official points of acceptance of transactions / service requests from investors. These will be designated by the AMC from time to time.
<b>Money market instruments</b>	Includes commercial papers, commercial bills, treasury bills, Government securities having an unexpired maturity up to one year, call or notice money, certificate of deposit, usance bills, and any other like instruments as specified by RBI from time to time.
<b>Net Asset Value/ NAV</b>	Net Asset Value of the Units of the Scheme (including plans/options thereunder, if any) calculated in the manner provided in this Scheme Information Document or as may be prescribed by the Regulations from time to time.
<b>New Fund Offer/ NFO</b>	The offer for Purchase of Units at the inception of the Scheme, available to investors during the NFO period.
<b>Non-Resident Indian / NRI</b>	A person resident outside India, who is a citizen of India or is a person of Indian origin, as per the meaning assigned to the term under the Foreign Exchange Management (Investment in firm or proprietary concern in India) Regulations, 2000.
<b>Ongoing Offer</b>	Offer of Units under the Scheme when it becomes open ended after the closure of the New Fund Offer period.
<b>Ongoing Offering Period</b>	The period during which the Ongoing Offer for subscription to the Units of the Scheme will be made.
<b>Person of Indian Origin</b>	A citizen of any country other than Bangladesh or Pakistan, if (a) he/she at any time held an Indian passport; or (b) he/she or either of his/her parents or any of his/her grandparents was a citizen of India by virtue of the Constitution of India or the Citizenship Act, 1955 (57 of 1955); or (c) the person is a spouse of an Indian citizen or a person referred to in sub-clause (a) or (b).
<b>Purchase / Subscription</b>	Subscription to / Purchase of Units in the Scheme by an investor.
<b>Purchase Price</b>	The price, being face value/Applicable NAV, as the case may be, at which the Units can be purchased, and calculated in the manner provided in this Scheme Information Document.
<b>Real Estate Investment Trust / REIT</b>	Shall have the meaning assigned in clause (zm) of sub-regulation 1 of regulation 2 of the Securities and Exchange Board of India (Real Estate Investment Trusts) Regulations, 2014.
<b>Registrar</b>	KFin Technologies Private Limited, (Formerly known as Karvy Fintech Private Limited) having its registered office at Karvy Selenium Tower B, Plot number 31 & 32, Financial District Nanakramguda, Serilingampally Mandal, Hyderabad – 500032, or such other agency as may be appointed by the Trustee.
<b>Redemption</b>	Repurchase of Units by the Scheme from a Unit Holder.
<b>Redemption Price</b>	The price, being Applicable NAV less Exit Load as applicable, at which the Units can be redeemed, and calculated in the manner provided in this Scheme Information Document.
<b>Reverse Repo</b>	Purchase of securities with a simultaneous agreement to repurchase/ sell them at a later date. Reverse Repos are always backed by Government Securities.
<b>Scheme</b>	Baroda Equity Savings Fund, an open-ended scheme investing in equity arbitrage and debt, including the plans / options / sub-options thereunder.
<b>Scheme Information Document / SID</b>	This Scheme Information Document issued by Baroda Mutual Fund, offering Units of Baroda Equity Savings Fund for subscription. Any modifications to the SID will be made by way of an addendum which will be attached to the SID. On issuance of

	an addendum, the SID will be deemed to have been updated by the addendum.
<b>SEBI Regulations/ SEBI (MF) Regulations/Regulations</b>	The Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended from time to time, including by way of circulars or notifications issued by SEBI
<b>Self-Certified Bank/ SCSB Syndicate</b>	A bank registered with SEBI to offer the facility of applying through the ASBA process. ASBAs can be accepted only by SCSBs, whose names appear in the list of SCSBs as displayed by SEBI on its website at <a href="http://www.sebi.gov.in">www.sebi.gov.in</a> .
<b>Sponsor</b>	Bank of Baroda.
<b>Statement of Additional Information/SAI</b>	A document containing details of the Mutual Fund, its constitution, and certain tax, legal and general information, and legally forming a part of the SID.
<b>Stock Exchange/Exchange</b>	BSE or NSE or any other recognized stock exchange in India, as may be approved by the Trustee.
<b>Systematic Investment Plan / SIP</b>	A plan enabling investors to save and invest specified sums in the Scheme on a periodic basis by giving a single instruction.
<b>Systematic Transfer Plan / STP</b>	A plan enabling Unit Holders to transfer specified sums on a periodic basis from the Scheme to other schemes of/launched by the Fund, or to the Scheme from other schemes of/launched by the Fund from time to time, by giving a single instruction.
<b>Systematic Withdrawal Plan / SWP</b>	A plan enabling Unit Holders to withdraw specified amounts from the Scheme on a periodic basis by giving a single instruction.
<b>Transaction Charge</b>	A charge that is borne by an investor on any transaction that is effected through a distributor and is of or above a certain value, to be paid to that distributor, if the distributor has opted in to receive the charge on a product basis.
<b>Transaction Slip</b>	A form meant to be used by Unit Holders seeking additional Purchase or Redemption of Units in the Scheme, change in bank account details, switch-in or switch-out and such other facilities as may be offered by the AMC from time to time, and mentioned in the Transaction Slip.
<b>Trustee / Trustee Company</b>	Baroda Trustee India Private Limited ( <i>formerly known as Baroda Pioneer Trustee Company Private Limited</i> ), incorporated under the Companies Act, 1956 on December 23, 2011, having its registered office at 501, Titanium, 5 <sup>th</sup> Floor, Western Express Highway, Goregaon, Mumbai - 400 063, and acting as the Trustee to the schemes of Baroda Mutual Fund with effect from July 30, 2012. Prior to July 30, 2012, the Board of Trustees, comprising 4 trustees, was the Trustee to Baroda Mutual Fund.
<b>Trust Deed</b>	The Deed of Trust dated 30 <sup>th</sup> October 1992 entered into between the Settlor, viz., Bank of Baroda, and the erstwhile Board of Trustees, establishing the Mutual Fund, together with the Supplemental Deed dated August 12, 2008 and July 30, 2012 and the Deed of Variation dated September 27, 2018.
<b>Units</b>	The interest of an investor which consists of one undivided share in the Unit capital of the relevant Option under the Scheme offered for subscription under this SID.
<b>Unit Holder</b>	A person holding units of the Scheme under this SID.
<b>Valuation Day</b>	Business Day.

## Abbreviations

<b>ABS</b>	Asset Backed Securities
<b>ADR</b>	American Depository Receipt
<b>AMC</b>	Asset Management Company
<b>AMFI</b>	Association of Mutual Funds in India
<b>AOP</b>	Association of Persons
<b>ASBA</b>	Applications Supported by Blocked Amount
<b>Bank / BOB</b>	Bank of Baroda
<b>BOI</b>	Body of Individuals
<b>CAS</b>	Consolidated Account Statement
<b>DP</b>	Depository Participant
<b>ECS</b>	Electronic Clearing System
<b>EFT</b>	Electronic Funds Transfer
<b>FPI</b>	Foreign Portfolio Investor
<b>FOF</b>	Fund of Funds
<b>GDR</b>	Global Depository Receipt
<b>HUF</b>	Hindu Undivided Family
<b>IDR</b>	Indian Depository Receipt
<b>InvITs</b>	Infrastructure Investment Trusts
<b>ISC</b>	Investor Service Centre
<b>IMA</b>	Investment Management Agreement
<b>NAV</b>	Net Asset Value
<b>NFO</b>	New Fund Offer
<b>NRI</b>	Non-Resident Indian
<b>PAN</b>	Permanent Account Number
<b>PIO</b>	Person of Indian Origin
<b>PMLA</b>	Prevention of Money Laundering Act, 2002
<b>POA</b>	Power of Attorney
<b>RBI</b>	Reserve Bank of India
<b>REITs</b>	Real Estate Investment Trusts
<b>RTGS</b>	Real Time Gross Settlement
<b>SEBI</b>	Securities and Exchange Board of India established under the SEBI Act, 1992
<b>SEBI ACT</b>	Securities and Exchange Board of India Act, 1992
<b>SEFT</b>	Special Electronic Fund Transfer
<b>SIP</b>	Systematic Investment Plan
<b>SI</b>	Standing Instruction
<b>STP</b>	Systematic Transfer Plan
<b>SWP</b>	Systematic Withdrawal Plan
<b>T-bills</b>	Treasury Bills
<b>WDM</b>	Wholesale Debt Market

## Interpretation

For all purposes of this Scheme Information Document, except as otherwise expressly provided or unless the context otherwise requires:

- A. The terms defined in this Scheme Information Document include the plural as well as the singular.
- B. Pronouns having a masculine or feminine gender shall be deemed to include the other.
- C. All references to "US\$" refer to United States Dollars and "Rs." refer to Indian Rupees. A "Crore" means "ten million" and a "Lakh" means a "hundred thousand".
- D. References to times of day (i.e. a.m. or p.m.) are to Mumbai (India) times and references to a day are to a calendar day including non-Business Day.

- **Investors in the Scheme are not being offered any guaranteed returns.**
- **Investors are advised to consult their legal/tax and other professional advisors in regard to tax/legal implications relating to their investments in the Scheme and before making a decision to invest in the Scheme or redeeming their Units in the Scheme.**

## E. DUE DILIGENCE BY THE ASSET MANAGEMENT COMPANY

It is confirmed that:

- The Scheme Information Document forwarded to SEBI is in accordance with the SEBI (Mutual Funds) Regulations 1996, and the guidelines, and directives issued by SEBI from time to time.
- All legal requirements connected with the launching of the Scheme as also the guidelines, instructions, etc., issued by the Government and any other competent authority in this behalf, have been duly complied with.
- The disclosures made in the Scheme Information Document are true, fair and adequate to enable the investors to make a well-informed decision regarding investment in the Scheme.
- The intermediaries named in the Scheme Information Document and Statement of Additional Information are registered with SEBI and till date such registration is valid as on date.

For Baroda Asset Management India Ltd.  
(Formerly known as Baroda Pioneer Asset Management Company Limited)  
sd/-

Place : Mumbai  
Date : June 20, 2020

Name : Farhana Mansoor  
Designation : Head-Compliance & Company Secretary

### III. INFORMATION ABOUT THE SCHEME

#### A. TYPE OF SCHEME

An open-ended scheme investing in equity, arbitrage and debt instruments.

#### B. WHAT IS THE INVESTMENT OBJECTIVE OF THE SCHEME ?

The primary objective of the Scheme is to provide capital appreciation and income distribution to the investors using arbitrage opportunities, investment in equity/ equity related instruments and debt/ money market instruments.

#### C. HOW WILL THE SCHEME ALLOCATE ITS ASSETS?

Under normal circumstances, the broad investment pattern will be as under :

Instruments	Indicative Allocations (%of total assets)		Risk Profile
	Minimum	Maximum	
Equity & equity related securities of which:	65	90	High
(i) Equity and equity related securities (unhedged); and	0	50	High
(ii) Equities, equity related securities and derivatives including index futures, stock futures, index options, & stock options, etc. as part of hedged / arbitrage exposure (hedged)	15	90	Medium to High
Debt and money market instruments*	10	35	Low to Medium
Units issued by REITs & InvITs	0	10	High

\* Investment in securitized debt will not exceed 10% of the net assets of the Scheme.  
The Scheme will not invest in foreign securitized debt.

Gross equity exposure will be maintained between 65% to 90% and the net long equity exposure will be between 0% to 50%. The Scheme may take derivatives positions up to 65% of the net assets of the Scheme, based on the opportunities available, subject to the guidelines issued by SEBI from time to time, and in line with the overall investment objective of the Scheme. These may be taken to hedge or rebalance the portfolio, or to undertake any other strategy as may be permitted under the Regulations from time to time.

The Scheme may engage in stock lending to the extent of 20% of the net assets of the Scheme.

The Scheme may undertake repo transactions in corporate debt securities in accordance with the directions issued by SEBI / RBI from time to time and in line with the policy approved by the Board of Directors of the AMC and Trustee Company.

The Scheme may invest in Foreign Securities including ADRs/GDRs upto 10% of its net assets subject to maximum of US\$ 300 million in the aggregate at the Mutual Fund level, as per the SEBI circular nos. SEBI/IMD/CIR No.7/104753/07 dated September 26, 2007 and SEBI/IMD/CIR no. 2/122577/08 dated April 8, 2008.

The cumulative gross exposure through equity, debt, derivative positions, REITs and InvITs shall not exceed 100% of the net assets of the Scheme. However, cash or cash equivalents with residual maturity of less than 91 days may be treated as not creating any exposure.

Pending deployment of funds of the Scheme in securities in terms of the investment objective, the AMC may park the funds of the Scheme in short term deposits of scheduled commercial banks, subject to the guidelines issued by SEBI vide its circular dated April 16, 2007, as amended from time to time

Subject to the SEBI (MF) Regulations and in accordance with the framework for short selling and borrowing and lending of securities notified by SEBI vide circular No MRD/DoP/SE/Dep/Cir-14/2007 dated December 20, 2007, as may be amended from time to time, the Scheme intends to engage in stock lending. Stock lending means the

lending of stock to another person or entity for a fixed period of time, at a negotiated compensation in order to enhance returns of the portfolio. The securities lent will be returned by the borrower on the expiry of the stipulated period. The Scheme may engage in short selling in accordance with the framework relating to short selling and securities lending and borrowing specified by SEBI. The Scheme shall adhere to the following limits should it engage in stock lending :

1. Not more than 20% of the net assets of the Scheme can generally be deployed in stock lending.
2. Not more than 5% of the net assets of the Scheme can generally be deployed in stock lending to any single counter party.

The Scheme may not be able to sell such lent out securities and this can lead to temporary illiquidity.

The Scheme will invest in debt instruments of investment grade and/or unrated debt securities. "Investment grade" means investment grade by a credit rating agency authorized to carry out such activity under the Regulations. The Scheme retains the flexibility to invest across all securities in the debt and money markets as permitted by SEBI / RBI from time to time. In addition to the instruments stated in the above table, the Scheme may enter into reverse repos in government securities as may be permitted by SEBI and RBI and in Tri-Party Repo in line with relevant RBI regulations.

The Scheme does not intend to undertake/invest/engage in Credit Default Swaps (CDS) transactions.

#### **Change in Investment Pattern & Rebalancing of Portfolio**

Subject to the Regulations, the asset allocation pattern indicated above may change from time to time, keeping in view market conditions, market opportunities, applicable regulations and political and economic factors. It must be clearly understood that the percentages stated above are only indicative and not absolute, and that they can vary, depending upon the perception of the Investment Manager; the intention being at all times to seek to protect the interests of the Unit Holders.

Such changes in the investment pattern will be for a short term and for defensive considerations only. In the event of such a deviation, the fund manager will rebalance the portfolio within 30 days from the date of deviation. If, however, the portfolio is not rebalanced within the said 30 days, justification for not rebalancing will be placed before the Investment Committee of the AMC and effective steps would be taken as may be decided by the Investment Committee. At all points of time, the portfolio will be in line with the investment objective of the Scheme.

Though the Scheme would ensure adherence to the overall investment exposure limits defined by SEBI for the scheme category, it retains the flexibility to deviate from the equity and debt exposures as provided by the proprietary model, depending on the market conditions, market opportunities, applicable regulations and political and economic factors.

Investors may please note that any change in the asset allocation pattern, other than that envisaged above, and hence affecting the investment profile of the Scheme, shall be construed as a change in fundamental attribute, and shall be effected only in accordance with the provisions of sub regulation (15A) of Regulation 18 of the Regulations.

#### **D. WHERE WILL THE SCHEME INVEST?**

Subject to the SEBI (Mutual Funds) Regulations, 1996, the corpus of the Scheme can be invested in any (but not exclusively) of the following securities:

- i. Equity and equity related securities including warrants carrying the right to obtain equity shares and convertible debentures.
- ii. Securities created and issued by the Central and State Governments and/or reverse repos in such Government Securities as may be permitted by RBI (including but not limited to coupon bearing bonds, zero coupon bonds and T-Bills).
- iii. Securities guaranteed by the Central and State Governments (including but not limited to coupon bearing bonds, zero coupon bonds and T-Bills).
- iv. Debt issuances of domestic Government agencies and statutory bodies, which may or may not carry a Central/State Government guarantee.
- v. Corporate debt (of both public and private sector undertakings) and repos in corporate debt securities.
- vi. Debentures (of both public and private sector undertakings) including convertible, non-convertible and cumulative.
- vii. Term Deposits of banks (both public and private sector) and development financial institutions.

- viii. Debt and money market instruments (reverse repo, Tri-Party Repo etc.) permitted by SEBI/RBI or in alternative investment for the call money market as may be provided by RBI to meet the liquidity requirements.
- ix. Certificate of Deposits (CDs).
- x. Commercial Paper (CPs).
- xi. Units of mutual fund schemes.
- xii. Securitised debt.
- xiii. ADR / GDR / IDR / Foreign Securities as permitted by RBI / SEBI.
- xiv. Units issued by REITs / InvITs.
- xv. Derivative instruments as may be permitted by SEBI/RBI.
- xvi. Repo in Corporate Debt Securities
- xvii. Any other instrument/security, as may be permitted by SEBI / RBI / any other regulatory authority from time to time.

The securities/debt instruments mentioned above could be listed or unlisted, as permitted under the SEBI MF Regulations, secured or unsecured, rated or unrated, and of varying maturity, in accordance with the guidelines issued by SEBI from time to time. The securities may be acquired through Initial Public Offerings, secondary market operations, private placement, rights offer or negotiated deals.

The Scheme may also enter into repurchase and reverse repurchases in all securities held by them as per the guidelines and regulations applicable to such transactions.

The above list is illustrative and not exhaustive. All investments in the Scheme shall be made in accordance with the regulations and guidelines issued by SEBI, RBI, or any other regulatory authority.

### **Investments in Securitized Debt**

#### **Key terms associated with Securitized Debt**

1. Special Purpose Vehicle (SPV) – An SPV is created to hold title to assets underlying securities. The SPV is the entity, which would typically buy the assets (to be securitised) from the Originator. The SPV is generally a low-capitalised entity with narrowly defined purposes and activities, and usually has independent trustees/directors. As one of the main objectives of securitisation is to remove the assets from the balance sheet of the Originator, the SPV plays a very important role in as much as it holds the assets in its books and makes the upfront payment for them to the Originator.
2. Originator – An Originator is the entity on whose books the assets to be securitised exist. An Originator is the prime mover of the deal i.e. it sets up the necessary structures to execute the deal. The Originator sells the assets on its books and receives the funds generated from such sale. In a true sale, the Originator transfers both the legal and the beneficial interest in the assets to the SPV.
3. Obligor – An Obligor is the Originator's debtor (borrower of the original loan). The amount outstanding from the Obligor is the asset that is transferred to the SPV. The credit standing of the Obligor(s) is of paramount importance in a securitisation transaction.
4. Rating Agency: Since the investors take on the risk of the asset pool rather than the Originator, an external credit rating plays an important role. The rating process would assess the strength of the cash flow and the mechanism designed to ensure full and timely payment by the process of selection of loans of appropriate credit quality, the extent of credit and liquidity support provided and the strength of the legal framework.
5. Administrator or Servicer: It collects the payment due from the Obligor/s and passes it on to the SPV, follows up with delinquent borrowers and pursues legal remedies available against the defaulting borrowers. Since it receives the instalments and pays it to the SPV, it is also called the Receiving and Paying Agent.
6. Agent and Trustee: It accepts the responsibility for overseeing that all the parties to the securitisation deal perform in accordance with the securitisation trust agreement. It is appointed to look after the interest of the investors.
7. Structurer: Normally, an investment banker is responsible as structurer for bringing together the Originator, credit enhancer/s, the investors and other partners to a securitisation deal. It also works with the Originator and helps in structuring deals.



8. **Securitized Assets:** Securitization is a structured finance process, which involves pooling and repackaging of cash flow producing financial assets into securities that are then sold to investors. They are termed as Asset Backed Securities (ABS) or Mortgage Backed Securities (MBS). ABS are backed by other assets such as credit card, automobile or consumer loan receivables, retail installment loans or participations in pools of leases. Credit support for these securities may be based on the underlying assets and/or provided through credit enhancements by a third party. MBS is an asset-backed security whose cash flows are backed by the principal and interest payments of a set of mortgage loans. Such Mortgage could be either residential or commercial properties. ABS/MBS instruments reflect the undivided interest in the underlying assets and do not represent the obligation of the issuer of ABS/MBS or the originator of underlying receivables. Securitization often utilizes the services of an SPV.
9. **Pass through Certificate (PTC):** PTC represents beneficial interest in an underlying pool of cash flows. These cash flows represent dues against single or multiple loans originated by the sellers of these loans. These loans are given by banks or financial institutions to corporates. PTCs may be backed, but not exclusively, by receivables of personal loans, car loans, two-wheeler loans and other assets subject to applicable regulations.

The following are certain additional disclosures w.r.t. investment in securitized debt:

### **1. How the risk profile of securitized debt fits into the risk appetite of the Scheme**

Securitized debt is a form of conversion of normally non-tradable loans to transferable securities. This is done by assigning the loans to a special purpose vehicle (a trust), which in turn issues PTCs. These PTCs are transferable securities with fixed income characteristics. The risk of investing in securitized debt is similar to that of investing in debt securities except that it differs in two respects. Typically, the liquidity of securitized debt is less than similar debt securities. For certain types of securitized debt (backed by mortgages, personal loans, credit card debt, etc.), there is an additional pre-payment risk. Pre-payment risk refers to the possibility that loans are repaid before they are due, which may reduce returns if the re-investment rates are lower than initially envisaged. Because of these additional risks, securitized debt typically offers higher yields than debt securities of similar credit rating and maturity. If the fund manager judges that the additional risks are suitably compensated by higher returns, he may invest in securitized debt up to 10% of the net assets of the Scheme.

### **2. Policy relating to Originators based on nature of originator, track record, NPAs, losses in earlier securitized debt, etc.**

The Originator is the person who has initially given the loan. The Originator is also usually responsible for servicing the loan (i.e. collecting the interest and principal payments). An analysis of the Originator is especially important in case of retail loans, as this affects the credit quality and servicing of the PTC. The key risk is that of the underlying assets and not of the Originator. For example, loss or performance of earlier issuances does not indicate quality of current series. However, such past performance may be used as a guide to evaluate the loan standards, servicing capability and performance of the Originator.

Originators may be banks, Non-Banking Finance Companies, Housing Finance Companies, etc. The fund manager / credit analyst evaluates Originators based on the following parameters:

- Track record
- Willingness to pay, through credit enhancement facilities etc.
- Ability to pay
- Business risk assessment, wherein following factors are considered:
  - ⇒ Outlook for the economy (domestic and global)
  - ⇒ Outlook for the industry
  - ⇒ Company specific factors

In addition, a detailed review and assessment of rating rationale is done, including interactions with the Originator as well as the credit rating agency.

The following additional evaluation parameters are used as applicable for the Originator / underlying issuer for pool loan and single loan securitization transactions:

- Default track record/ frequent alteration of redemption conditions / covenants
- High leverage ratios of the ultimate borrower (for single-sell downs) – both on a standalone basis as well on a consolidated level/ group level
- Higher proportion of rescheduling of underlying assets of the pool or loan, as the case may be
- Higher proportion of overdue assets of the pool or the underlying loan, as the case may be
- Poor reputation in market
- Insufficient track record of servicing of the pool or the loan, as the case may be.

### 3. Risk mitigation strategies for investments with each kind of Originator

An analysis of the Originator is especially important in case of retail loans as the size and reach affect the credit quality and servicing of the PTC. In addition, the quality of the collection process, infrastructure and follow-up mechanism, quality of MIS and credit enhancement mechanism are key risk mitigants for the better Originators / Servicers. In case of securitization involving single loans or a small pool of loans, the credit risk of the underlying borrower is analyzed. In case of diversified pools of loans, the overall characteristic of the loans is analyzed to determine the credit risk. The credit analyst looks at ageing (i.e. how long the loan has been with the Originator before securitization) as one way of evaluating the performance potential of the PTC.

Securitization transactions may include some risk mitigants (to reduce credit risk). These may include interest subvention (difference in interest rates on the underlying loans and the PTC serving as margin against defaults), overcollateralization (issue of PTCs of lesser value than the underlying loans, thus even if some loans default, the PTC continues to remain protected), presence of an equity / subordinate tranche (issue of PTCs of differing seniority when it comes to repayment - the senior tranches get paid before the junior tranche) and / or guarantees.

### 4. The level of diversification with respect to the underlying assets, and \ measures for less diversified investments

In case of securitization involving single loans or a small pool of loans, the credit risk of the borrower is analyzed. In case of diversified pools of loans, the overall characteristic of the loans is analyzed to determine the credit risk. The credit analyst looks at ageing (i.e. how long the loan has been with the originator before securitization) as one way of judging the performance potential of the PTC. Additional risk mitigants may include interest subvention, over collateralization, presence of an equity / subordinate tranche and / or guarantees. The credit analyst also uses analyses by credit rating agencies on the risk profile of the securitized debt.

Currently, the following parameters are intended to be used while evaluating investment decision relating to a pool securitization transaction. These parameters may be revised from time to time.

Characteristic s/Type of Pool	Mortgage Loan	Commercial Vehicle and Construction Equipment	CAR	2 wheelers	Micro Finance Pools *	Personal Loans *	Single Sell Downs	Others
Approximate Average maturity (in Months)	Up to 10 years	Up to 3 years	Up to 3 years	Up to 3 years	NA	NA	Refer Note 1	Refer Note 2
Collateral margin (including cash, guarantees, excess interest spread, subordinate tranche)	>10%	>10%	>10%	>10%	NA	NA	Refer Note 1	Refer Note 2
Average Loan to Value Ratio	<90%	<80%	<80%	<80%	NA	NA	Refer Note 1	Refer Note 2
Average seasoning of the Pool	>3 months	>3 months	>3 months	>3 months	>3 months	NA	NA	Refer Note 2
Maximum single exposure range %	<1%	<1%	<1%	<1%	NA	NA	Refer Note 1	Refer Note 2
Average single exposure range %	<1%	<1%	<1%	<1%	NA	NA	Refer Note 1	Refer Note 2

\* Currently, the Scheme will not invest in these types of securitized debt.

Note 1: In case of securitization involving single loans or a small pool of loans, the credit risk of the borrower is analyzed. The investment limits applicable to the underlying borrower are applied to the single loan sell-down.

Note 2: Other investments will be decided on a case-to-case basis.

The credit analyst may consider the following risk mitigating measures in his analysis of the securitized debt:

- Size of the loan
- Average original maturity of the pool
- Loan to Value Ratio
- Average seasoning of the pool
- Default rate distribution
- Geographical Distribution
- Credit enhancement facility
- Liquid facility
- Structure of the pool

#### **5. Minimum retention period of the debt by Originator prior to securitization**

Issuance of securitized debt is governed by the Reserve Bank of India. RBI norms cover the "true sale" criteria including credit enhancement and liquidity enhancements. In addition, RBI has proposed minimum holding period of between nine and twelve months for assets before they can be securitized.

The minimum holding period depends on the tenor of the securitization transaction. The Fund will invest in securitized debt that are compliant with the laws and regulations.

#### **6. Minimum retention percentage by Originator of debts to be securitized**

Issuance of securitized debt is governed by the Reserve Bank of India. RBI norms cover the "true sale" criteria including credit enhancement and liquidity enhancements, including maximum exposure by the Originator in the PTCs. In addition, RBI has proposed minimum retention requirement of between five and ten percent of the book value of the loans by the Originator. The minimum retention requirement depends on the tenor and structure of the securitization transaction. The Fund will invest in securitized debt that is compliant with the laws and regulations.

#### **7. The mechanism to tackle conflict of interest when the mutual fund invests in securitized debt of an Originator and the Originator in turn makes investments in that particular Scheme of the fund**

The key risk is securitized debt relates to the underlying borrowers and not the Originator. In a securitization transaction, the Originator is the seller of the debt(s) and the Fund is the buyer. However, the Originator is also usually responsible for servicing the loan (i.e. collecting the interest and principal payments). As the Originators may also invest in the Scheme, the fund manager shall ensure that the investment decision is based on parameters for securitized debt.

#### **8. The resources and mechanism of individual risk assessment with the AMC for monitoring investment in securitized debt**

The fund management team has the experience to analyze securitized debt. In addition, credit research agencies provide analysis of individual instruments and pools. On an on-going basis (typically monthly), the servicer provides reports regarding the performance of the pool. These reports would form the base for ongoing evaluation where applicable. In addition, rating reports indicating rating changes would be monitored for changes in rating agency opinion of the credit risk.

#### **"When issued" securities**

When, as and if issued' (commonly known as "when issued" (WI) security) refers to a security that has been authorized for issuance but not yet actually issued. WI trading takes place between the time a new issue is announced and the time it is actually issued. All "when issued" transactions are on an "if" basis, to be settled if and when the actual security is issued.

SEBI has, on April 16, 2008, in principle, allowed mutual funds to undertake 'When Issued (WI)' transactions in Central Government securities, at par with other market participants.

- Open Position in the 'WI' market is subject to the following limits:

Category	Reissued Security	Newly Issued Security
Non-PDs	Long Position, not exceeding 5 percent of the notified amount.	Long Position, not exceeding 5 percent of the notified amount.

### **Use of Derivatives:**

A derivative is an instrument whose value is derived from the value of one or more of the underlying assets which can be securities, commodities, precious metals, bonds, currency, etc. Common examples of derivative instruments are Futures, Options, Interest Rate Swaps, Forward Rate Agreements etc. Subject to the Regulations, as amended from time to time, the Scheme may use techniques and instruments such as trading in derivative instruments, to hedge the risk of fluctuations in the value of the investment portfolio. The Scheme shall enter into derivative transactions in order to seek to generate better returns for the Scheme, and in accordance with the guidelines issued in this behalf by SEBI from time to time. Exposure to derivative instruments will be restricted to 65% of the assets of the Scheme, subject to the regulatory limits mentioned subsequently.

### **Equity Derivatives :**

The Scheme shall transact in exchange traded equity derivatives and these may take the form of Index Futures, Index Options, Futures and Options on individual equities/securities and such other derivative instruments as may be appropriate and permitted under the Regulations and guidelines from time to time.

Some of these derivative instruments are explained below for the purpose of understanding how they work.

#### **(a) Futures**

A futures contract is a standardized contract made and traded on an exchange between two parties, such that one party commits to sell, and the other to buy, a stipulated quantity of a security, index, commodity etc., at an agreed price on a specific future date.

In India, currently three types of futures contracts are available for trading, with 1 month, 2 month and 3 month expiration respectively. A new contract is introduced on the next trading day following the expiry of a futures contract. Futures contracts typically expire on the last Thursday of the month.

#### **(i) Stock Futures**

In a stock futures contract, the underlying instrument, which the parties to the contract agree to buy and sell respectively, at an agreed price on a specific future date, is equity stocks. Single stock futures traded on the National Stock Exchange (NSE) are cash settled and there is no delivery of the underlying stocks on the expiration date.

*Example:* The Scheme holds shares of ABC Ltd. (ABC), the current market price of which is Rs. 1000/- per share. The Scheme sells one month futures on the shares of ABC at the rate of Rs. 1050/-. If, at the end of the month, the price of the stock falls, to say, Rs. 950/- per share, and correspondingly, the price of the futures falls to Rs. 970/-, the Scheme suffers a loss of Rs. 50/- (Rs. 1000 – Rs. 950) on the stock position held, but this is offset by a profit of Rs. 80 (Rs. 1050 – Rs. 970) that the Scheme makes on the futures position.

#### **(ii) Index Futures**

An Index future gives exposure to equity market indices. Bombay Stock Exchange (BSE) and the National Stock Exchange of India Limited (NSE) trade in index futures of 1, 2 and 3 month maturities. The pricing of an index future is a function of the underlying index and short-term interest rates. Index futures are cash settled and there is no delivery of the underlying indices.

*Example:* The Scheme buys 1000 1-month Nifty futures contracts, each contract value being 100 times the futures index price and the specifics of the contract are as under:

Purchase Date : June 11, 2018

Spot Index : 4100.00

Future Price : 4110.00

Date of Expiry : June 28, 2018

Margin : 10%

In this example, the Investment Manager will be required to provide a total margin of approx. Rs. 41,100,000 (i.e.  $10\% \times 4110 \times 1000 \times 100$ ) through eligible securities and cash. If, on the date of expiry, i.e. June 28, 2018 Nifty closes at Rs. 4120/-, the net impact on the Scheme will be a profit of Rs. 10,00,000, i.e.  $\text{Rs. } 4120\text{- (Closing Spot Price) - Rs. } 4110\text{- (Futures Price) * } 1000 \text{ (No. of Contracts) * } 100$

Please note that both the above examples use hypothetical numbers and are given for purposes of illustration only. Certain assumptions have been made for simplicity.

### (b) Options

An option is the right, but not the obligation, to buy or sell a specific amount of a stock/commodity/ currency/index, at a specified price during a specified period of time. It is essentially a contract between two parties, where the buyer of the option receives a privilege for which he pays a fee (premium) and the seller of the option accepts an obligation for which he receives the premium. Premium is, therefore, the price negotiated and set when the option is bought or sold. A person who buys an option is “long” in the option and a person who sells or “writes” an option, is “short” in the option.

An option contract may be of two kinds:

- i. **Call option** – This option gives the buyer of the option the right to buy the underlying asset and he can call upon the seller of the option to sell him the underlying asset at the agreed price. Upon such call (exercise of the option), the seller of the option has to necessarily fulfill the obligation.
- ii. **Put option** – This option gives the buyer of the option the right to sell the underlying asset to the seller of the option at the agreed price.

Option contracts may be of European Style, where the holder of the option can exercise his right on the date of expiration only, or of American Style, where the holder can exercise his right anytime between the purchase date and the expiration date.

### (i) Stock Options

In India, options contracts on stocks are American style and cash settled. Given below is an example of stock options, using hypothetical figures, and meant for illustration purposes only. Certain assumptions have been made for simplicity.

*Example:* The Scheme owns shares of ABC Ltd. (ABC) and purchases, say, on June 04, 2018, fifty 1-month put option contracts of Rs. 100 shares each of ABC. The expiry date is June 28, 2018, the Strike Price (agreed price for selling the underlying stock) is Rs. 5,000/- and the premium is Rs. 200/-.

These options can be exercised on or before the expiry date, i.e. June 28, 2018. So, if the share price of ABC falls to, say, Rs. 4,500/- on June 27, 2018, and the Investment Manager decides to exercise the option, the net impact for the Scheme will be as under:

The profits for the Scheme on account of the fall in share price are  $\text{Rs. } 25,00,000\text{-} \{(5,000 - 4,500) * 50 * 100\}$ . However, as the premium paid by the Scheme for the options contract is  $\text{Rs. } 10,00,000\text{-} (\text{Rs. } 200 * 50 * 100)$ , the net profit for the Scheme, will be less of the premium paid, and therefore, amounts to  $\text{Rs. } 15,00,000\text{-} (\text{Rs. } 25,00,000 - \text{Rs. } 10,00,000)$ .

### (ii) Index Options

An options contract, where the underlying asset is an index, is known as an index options contract. Index option contracts are generally European Style options. Given below is an example of index options, using hypothetical figures, and meant for illustration purposes only. Certain assumptions have been made for simplicity.

*Example:* The spot Nifty as on June 07, 2018 is 1,000, and the Scheme buys 5,000 Nifty put options at a strike price of 1,000/- on paying a premium of Rs. 10 per option (aggregate Rs. 50,000/-). Now, if the market falls resulting in a drop in the spot Nifty to 900 on the contract expiry date, i.e. June 28, 2018, and the Scheme exercises its right to sell the Nifty options, the impact for the Scheme will be as under:

Gross profit for the Scheme is Rs. 500,000/- (5,000 Nifty x 100) and net profit after accounting for the premium paid is Rs. 450,000/- (Rs. 500,000-Rs. 50,000).

However, if the Nifty, instead of falling, goes up to 1,100 on June 28, 2018, the Scheme will not exercise the option, and the loss from the options contract will be restricted to the premium of Rs. 50,000/-, while the increase in index value will result in the portfolio of the Scheme showing commensurate gains.

### **Regulatory limits on exposure to Equity Derivatives**

SEBI has vide its circular dated January 20, 2006 and September 22, 2006 *inter alia* specified the guidelines pertaining to trading by Mutual Funds in Exchange Traded derivatives.

i. Position limit for the Mutual Fund in index options contracts shall be as under:

- a. The Mutual Fund position limit in all index options contracts on a particular underlying index shall be Rs. 500 crore or 15% of the total open interest in the market in index options, whichever is higher, per Stock Exchange.
- b. This limit would be applicable on open positions in all options contracts on a particular underlying index.

ii. Position limit for the Mutual Fund in index futures contracts:

- a. The Mutual Fund position limit in all index futures contracts on a particular underlying index shall be Rs. 500 crore or 15% of the total open interest in the market in index futures, whichever is higher, per Stock Exchange.
- b. This limit would be applicable on open positions in all futures contracts on a particular underlying index.

iii. Additional position limit for hedging:

In addition to the position limits at points (i) and (ii) above, the Mutual Fund may take exposure in equity index derivatives subject to the following limits:

- a) Short positions in index derivatives (short futures, short calls and long puts) shall not exceed (in notional value) the Mutual Fund's holding of stocks.
- b) Long positions in index derivatives (long futures, long calls and short puts) shall not exceed (in notional value) the Mutual Fund's holding of cash, government securities, T-Bills and similar instruments.

iv. Position limit for the Mutual Fund for stock based derivative contracts:

The Mutual Fund position limit in a derivative contract on a particular underlying stock, i.e. stock option contracts and stock futures contracts:

- a) For stocks having applicable market-wise position limit (MWPL) of Rs. 500 crores or more, the combined futures and options position limit shall be 20% of applicable MWPL or Rs. 300 crores, whichever is lower and within which stock futures position cannot exceed 10% of applicable MWPL or Rs. 150 crores, whichever is lower.
- b) For stocks having applicable market-wise position limit (MWPL) less than Rs. 500 crores, the combined futures and options position limit would be 20% of applicable MWPL and futures position cannot exceed 20% of applicable MWPL or Rs. 50 crore whichever is lower.

v. Position limit for the Scheme:

The position limits for the Scheme and disclosure requirements are as follows:

- a) For stock option and stock futures contracts, the gross open position across all derivative contracts on a particular underlying stock of a scheme of a Fund shall not exceed the higher of :  
  
1% of free float market capitalization (in terms of number of shares);  
Or  
5% of the open interest in the derivative contracts on a particular underlying stock (in terms of number of contracts).
- b) This position limit shall be applicable on the combined position in all derivative contracts on an underlying stock at a Stock Exchange.



- c) For index-based contracts, the Mutual Fund shall disclose the total open interest held by its Scheme or all schemes put together in a particular underlying index if such open interest equals to or exceeds 15% of the open interest of all derivative contracts on that underlying index.

Further according to SEBI Circular no. Cir/ IMD/ DF/ 11/ 2010 dated August 18, 2010, the following additional exposure limits and restrictions shall apply for investment by the Scheme in derivatives:

1. The cumulative gross exposure through equity, debt, derivatives, REITs and InvITs positions shall not exceed 100% of the net assets of the Scheme.
2. The Scheme shall not write options or purchase instruments with embedded written options.
3. The total exposure related to option premium paid shall not exceed 20% of the net assets of the Scheme.
4. Cash or cash equivalents with residual maturity of less than 91 days may be treated as not creating any exposure.
5. Exposure due to hedging positions may not be included in the above-mentioned limits subject to the following:
  - a) Hedging positions are the derivative positions that reduce possible losses on an existing position in securities and till the existing position remains.
  - b) Hedging positions cannot be taken for existing derivative positions. Exposure due to such positions shall have to be added and treated under limits mentioned in Point 1.
  - c) Any derivative instrument used to hedge has the same underlying security as the existing position being hedged.
  - d) The quantity of underlying associated with the derivative position taken for hedging purposes does not exceed the quantity of the existing position against which hedge has been taken.
6. Exposure due to derivative positions taken for hedging purposes in excess of the underlying position against which the hedging position has been taken, shall be treated under the limits mentioned in point 1.
7. Each position taken in derivatives shall have an associated exposure as defined under. Exposure is the maximum possible loss that may occur on a position. However, certain derivative positions may theoretically have unlimited possible loss. Exposure in derivative positions shall be computed as follows:

Position	Exposure
Long Future	Futures Price * Lot Size * Number of Contracts
Short Future	Futures Price * Lot Size * Number of Contracts
Option bought	Option Premium Paid * Lot Size * Number of Contracts.

As and when SEBI notifies amended limits in position limits for exchange traded derivative contracts in future, the aforesaid position limits, to the extent relevant, shall be substituted with the SEBI amended limits.

### STRATEGIES INVOLVING DERIVATIVES

The Mutual Fund may use the following strategies while trading in derivatives for the purpose of efficient portfolio management:

#### (a) Reverse Arbitrage:

This strategy will be adopted if the cash price of a stock is reasonably greater than single stock futures of the said stock, then the Investment Manager may sell cash position in the stock and buy single stock futures of the said stock. In this case the Investment Manager will still be having a long-term view on the stock but is able to minimize the cost of holding of the stock.

#### Risk Factors:

- a) Model Risk, the risk of mis-pricing or improper valuation of derivatives.
- b) Trade Execution Risk, where the final execution price is different from the screen price leading to dilution in the spreads and hence impacting the profitability of the reverse arbitrage strategy.

#### (b) Arbitrage:

This strategy will be adopted if the single stock future of XYZ is reasonably greater than the cash price of XYZ, then the Investment Manager will buy the shares of XYZ in the cash market and sell equivalent numbers of single stock futures of XYZ. In this case the Investment Manager may not have an investment view of the stock XYZ but would like to enhance the portfolio value.

#### Risk Factors:



- a) Basis Risk, which arises when the instrument used as a hedge does not match the movement in the instrument/underlying asset being hedged.
- b) Trade Execution Risk, where the final execution price is different from the screen price leading to dilution in the spreads and hence impacting the profitability of the reverse arbitrage strategy.

**(c) Portfolio Hedging:**

This strategy will be adopted to reduce the time to achieve the desired invested levels:

- a) If in an already invested portfolio of the Scheme, the Investment Manager is expecting a market correction, the Investment Manager may sell Index Futures to insulate the portfolio from the market related risks.
- b) If there are significant inflows to the Scheme and the market expectations are bullish, the Investment Manager may buy Index Futures to continue participation in the equity markets.

**Risk Factors:**

- (a) Model Risk, the risk of mis-pricing or improper valuation of derivatives.
- (b) Basis Risk, which arises when the instrument used as a hedge does not match the movement in the instrument/underlying asset being hedged.
- (c) Trade Execution Risk, where the final execution price is different from the screen price leading to dilution in the spreads and hence impacting the profitability of the reverse arbitrage strategy.

**Fixed Income Derivatives**

Subject to the Regulations, the Scheme may use techniques and instruments such as fixed income derivatives to hedge the risk of fluctuations in the value of the investment portfolio. The Scheme shall enter into fixed income derivative transactions for the purpose of hedging and portfolio balancing in accordance with the guidelines issued by the SEBI. Exposure to derivative instruments will be restricted to 65% of the net assets of the Scheme. The Scheme, will at all times, be in compliance of all applicable requirements of SEBI Circular Cir/ IMD/ DF/ 11/ 2010, dated August 18, 2010, with respect to investment in fixed income derivatives.

The Scheme may use derivative instruments like Interest Rate Swaps, Forward Rate Agreements or such other derivative instruments as may be introduced from time to time and as may be permitted under the SEBI Regulations.

**Interest Rate Swaps:** An Interest Rate Swap is an agreement whereby two parties agree to exchange periodic interest payments. The amount of interest payments exchanged is based on some predetermined principal, called notional principal amount. The only amount that is exchanged between the parties is the interest payment, not the notional principal amount.

**Example: Use of IRS**

(i) The funds of the Scheme are reasonably invested, and the view of the fund manager is that interest rates are expected to move up due to certain negative events, which have occurred. In such cases, the Scheme may enter into a paid position (IRS) where the Scheme will pay a fixed rate for a specified maturity and receive a floating rate of interest. This is illustrated below:

**Example A: Use of IRS – Paid Position**

Let us assume the Scheme has 10% of its portfolio in cash. The fund manager is of the view that the interest rate scenario is bearish and call rates are likely to spurt over the next three months. The fund manager would therefore prefer to pay a fixed rate of return on cash, which he is lending in the overnight call market. In other words, he would like to move to a 91 days floating interest rate from an overnight fixed rate.

1. Say Notional Amount : Rs. 2 crores
2. Benchmark : NSE MIBOR
3. Tenor : 91 Days
4. Fixed Rate : 9.90%
5. At the end of 91 days: The Scheme pays a fixed rate for 91 days at 9.90% and receives a compounded rate at 10.25% for 91 days.

In practice the difference between the two amounts is settled. Here the Scheme receives Rs. 2,00,00,000 x 0.35% x 91 / 365 = 17,452. The players in IRS are scheduled commercial banks, primary dealers, corporates, mutual funds and all India financial institutions.

(ii) In the view of the fund manager, interest rates are expected to come down due to certain positive events, which have occurred. In such cases, the Scheme may enter into a received position (IRS) where the Scheme will receive a fixed rate for a specified maturity and pay a floating rate of interest. This is illustrated below:

**Example B: Use of IRS – Received Position**

Let us assume the Scheme has 10% of its portfolio in cash. The fund manager is of the view that the interest rate scenario is soft and call rates are unlikely to spurt over the next three months. The fund manager would therefore prefer to receive a higher rate of return on his cash, which he is lending in the overnight call market. In other words, he would like to move to a 91 days fixed interest rate from overnight floating rate.

1. Say Notional Amount : Rs. 2 crores
2. Benchmark : NSE MIBOR
3. Tenor : 91 Days
4. Fixed Rate : 10.25%
5. At the end of 91 days;
6. The Scheme pays compounded call rates for 91 days at 9.90% and receives a fixed rate at 10.25% for 91 days. In practice, the difference between the two amounts is settled. Here the Scheme receives Rs. 2,00,00,000 x 0.35% x 91 / 365 = 17,452. The players in IRS are scheduled commercial banks, primary dealers, corporate, mutual funds and all India financial institutions.

**Risk Factor:** The risks arising out of use of the above derivative strategy are as under:

- Lack of opportunities available in the market.
- The risk of mispricing or improper valuation and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.

**Forward Rate Agreement (FRA):**

This is an agreement between two counterparties to pay or to receive the difference between an agreed fixed rate (the FRA rate) and the interest rate prevailing on a stipulated future date based on the notional amount, for an agreed period. The interest rate benchmarks that are commonly used for floating rate in interest rate swaps are those on various Money Market Instruments. In Indian markets, the benchmark most commonly used is MIBOR.

In the fund manager's view, interest rates are expected to move up due to certain negative events which are expected to occur at a specified future date. In such cases, the Scheme can enter into a paid position (FRA) at a specified date in the future where the Scheme will pay a fixed rate for a specified maturity and receive the floating rate of interest at a specified future date. This is illustrated below.

**Example 1: Use of FRA**

The fund manager believes that in 3 months, interest rates will be higher, and decides to enter into an FRA to protect the portfolio return. Say the manager wants to hedge 10% of the portfolio which is for a notional amount of Rs. 2 crore, where the bank agrees to pay 6% fixed; in case the 6 month OIS rate is greater than 6%, the bank will pay the difference to the portfolio manager 3 months hence, for 6 months. Say, 3 months hence, the OIS rate for six months is 6.50%.

This, like IRS, is cash settled and the bank, at the end of three months, will pay the portfolio manager the following  $(6.50-6.00) \times 181 \times 200,000,00 / (365 \times 100 + 6.50 \times 181) = \text{Rs } 48040.55$  for that six months.

The view of the fund manager is interest rates are expected to move down due to certain positive events which are expected to occur at a specified future date. In such cases, the Scheme can enter into a received position (FRA) at a specified date in the future where the plans will receive a fixed rate for a specified maturity and pay the floating rate of interest at a specified future date. This is illustrated below.

**Example 2: Use of FRA**

The fund manager believes that in 3 months, interest rates will be lower, and decides to enter into an FRA agreement to protect the portfolio return. Say the manager wants to hedge 10% of the portfolio, which is for a notional amount of Rs 2 crore, where the bank agrees to pay 6% fixed, in case the 6 month OIS rate is less than 6%, the bank will pay the difference to the portfolio manager 3 months hence, for 6 months. Say, 3 months hence, the OIS rate for six months is 5.50%.

This, like IRS, is cash settled and the bank, at the end of three months, will pay the portfolio manager the following  $(6.00-5.50) \times 181 \times 200,000,00 / (365 \times 100 + 5.50 \times 181) = \text{Rs. } 48272.76$  for six months.

**Investment restrictions with regard to use of derivatives:**

- When entering into plain vanilla interest rate swaps for hedging purposes for the scheme, the AMC will ensure that the counter party is an entity recognized as a market maker by RBI. Further, the value of the notional principal in such cases shall not exceed the value of respective existing assets being hedged by the Scheme.
- Exposure to a single counterparty in such transactions shall not exceed 10% of the net assets of the Scheme.
- Exposure due to derivative positions taken for hedging purposes in excess of the underlying position against which the hedging position has been taken, shall be treated as part of the cumulative gross exposure limit through equity, debt and derivative positions, which shall not exceed 100% of the net assets of the Scheme.

**Risk Factors:** The risks arising out of use of the above derivative strategy are as under:

- Forward Rate Agreements are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investors. Execution of such strategies depends upon the ability of the Fund Manager to identify such opportunities. Identification and execution of the strategies to be pursued by the Fund Manager involves uncertainty, and decision of Fund Manager may not always be profitable. No assurance can be given that the Fund Manager will be able to identify or execute such strategies.
- Forward Rate Agreements are specialised instruments that require investment techniques and risk analysis different from those associated with stocks and bonds.
- Other risks in using derivatives include the risk of mis-pricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.

### **Investment in Foreign Securities**

The Scheme may invest in Foreign Securities including ADRs/GDRs and any other equity and debt instruments issued by overseas companies, for the purpose of diversification subject to compliance with the prescribed conditions by SEBI / RBI in this regard. The Mutual Fund may appoint overseas investment advisors and other service providers, to the extent permissible under the Regulations.

The Scheme may, with the approval of SEBI / RBI, wherever applicable, invest in:

- ADRs and/or GDRs issued by Indian or foreign companies;
- Equity of overseas companies listed on recognized stock exchanges overseas;
- Initial and follow on public offerings for listing at recognized stock exchanges overseas;
- Foreign debt securities in the countries with fully convertible currencies, short term as well as long term debt instruments with rating not below investment grade by accredited/registered credit rating agencies;
- Money market instruments rated not below investment grade;
- Repos in the form of investment, where the counterparty is rated not below investment grade; repos shall not however, involve any borrowing of funds by the Mutual Fund;
- Government securities where the countries are rated not below investment grade;
- Derivatives traded on recognized stock exchanges overseas only for hedging and portfolio balancing with underlying as securities;
- Short term deposits with banks overseas where the issuer is rated not below investment grade;
- Units/securities issued by overseas mutual funds or unit trusts registered with overseas regulators and investing in (a) aforesaid securities, (b) Real Estate Investment Trusts listed on recognized stock exchanges overseas or (b) unlisted overseas securities, not exceeding 10% of its net assets.

The Scheme will not invest in foreign securitized debt.

As per SEBI circular no. SEBI/IMD/CIR No.7/104753/07 dated September 26, 2007, mutual funds can make overseas investments subject to a maximum of US \$300 million or such limits as may be prescribed by SEBI from time to time. Subject to the approval of RBI / SEBI and conditions as may be prescribed by them, the Mutual Fund may open one or more foreign currency accounts abroad either directly, or through the custodian/ sub-custodian, to facilitate investments and to enter into/deal in forward currency contracts, currency futures, interest rate futures / swaps, currency options for the purpose of hedging the risks of assets of a portfolio or for its efficient management. However, the use of such instruments shall be as permitted from time to time. All the requirement of the SEBI circular dated September 26, 2007, would be adhered to by the AMC for investment in Foreign Securities.

Investment in Foreign Securities shall be made in accordance with the requirements including appointment of a dedicated Fund Manager as stipulated by SEBI/RBI from time to time.

### **Investment in other schemes**

The Scheme may, in line with its investment objectives, invest in another scheme under the management of AMC or of any other asset management company. The aggregate inter-scheme investment by Mutual Fund under all

its schemes, and schemes of other mutual funds, other than fund of fund schemes, shall not be more than 5% of the net assets of Mutual Fund. No fee shall be charged by the AMC on investment in any scheme under the management of AMC or of any other asset management company.

**Investment of the AMC in the Scheme**

Subject to the Regulations, the AMC may invest in the Scheme, such amounts, as it deems appropriate. However, the AMC shall not be entitled to charge any management fees on such investments in the Scheme.

The Sponsor or the AMC shall invest not less than one percent of the amount which would be raised in the NFO or Rupees Fifty Lakhs, whichever is less, in the growth option of the Scheme and such investment shall not be redeemed unless the Scheme is wound up.

## How are the schemes different from one another?

The key differences between the schemes of the Fund are as under:

Name & type of scheme	Asset Allocation Pattern		Investment objective	Key Differences	Assets under management as on May 31, 2020 (Rs. in crore)	No of folios as on May 31, 2020
	Types of Instruments	Normal Allocation (% of Net Assets)				
Baroda Multi Cap Fund (Earlier known as Baroda Pioneer Growth Fund)  (Multi Cap Fund – An open ended equity scheme investing across large cap, mid cap and small cap stocks)	Equity & Equity Related Securities	75-100	The main objective of the scheme is to generate long term capital appreciation from an actively managed portfolio of equity & equity related instruments.	The fund invests across market capitalization and therefore, it has no specific bias towards market capitalization.	693.20	1,95,874
	Debt & Money Market Instruments	0-25				
	The scheme shall, under normal circumstances, not have exposure of more than 10% of its net assets in derivative instruments.					
Baroda Hybrid Equity Fund (Earlier known as Baroda Pioneer Balance Fund)  (An open ended balanced scheme investing in equity and debt instruments)	Equity & Equity related Instruments	65-80	The scheme is targeted for long-term capital appreciation along with stability through a well balanced portfolio comprising of equity and debt securities.	The fund does not follow restrictions in terms of sectors, industries, market capitalization etc.	390.68	45,293
	Debt securities & Money Market Instruments	20-35				
	REITs and InvITs	0-10				
	The scheme shall, under normal circumstances, not have exposure of more than 50% of its net assets in derivative instruments. The scheme may invest in securitized debt upto 50% of its net assets. The scheme may invest in foreign securities upto 25% of its net assets.					
Baroda ELSS'96  (An open ended equity linked saving scheme with a statutory lock in of 3 years and tax benefit)	Equity & Equity Related Securities	80-100	The main objective of the scheme is to provide the investor long term capital growth as also tax benefit under section 80C of the Income Tax Act, 1961.	The fund is an equity linked tax saving scheme.	138.42	30,473
	Debt & Money Market Instruments	0-20				
	The scheme shall, under normal circumstances, not have exposure of more than 50% of its net assets in derivative instruments.					
Baroda Banking and Financial Services Fund  (An open ended equity scheme investing in banking and financial services sector)	Equity & Equity related securities of companies engaged in Banking & Financial Services Sector, including derivatives*	80-100	The investment objective is to generate long-term capital appreciation for unit holders from a portfolio invested predominantly in equity and equity related	The fund is a sectoral scheme which invests only in companies engaged in the	33.74	9,886
	Debt and Money Market Instruments	0-20				

	REITs and InvITs	0-10	securities of companies engaged in the Banking & Financial Services Sector.	banking and financial services sector.		
	* Investment in derivatives may be made upto 50% of the net assets of the scheme. The scheme may invest in securitized debt upto 20% of its net assets. The scheme may invest in foreign securities upto 25% of its net assets.					
Baroda Large Cap Fund  (Large Cap Fund – An open ended equity scheme predominantly investing in large cap stocks)	Equity & Equity related instruments including derivatives* of large cap companies	80-100	The primary investment objective of the Scheme is to generate capital appreciation by investing predominantly in a diversified portfolio of equity and equity related securities of large cap companies. The scheme may also invest in debt and money market securities.	The fund is a large cap fund, which will predominantly invest in growth oriented large cap stocks.	29.41	6,386
	Equity & Equity related instruments including derivatives* of other than large cap companies	0-20				
	Debt, money market instruments and cash	0-20				
	REITs and InvITs	0-10				
	*Investment in equity derivatives may be made upto 50% of the net assets of the scheme. The scheme may invest in securitized debt upto 20% of its net assets. The scheme may invest in foreign securities upto 25% of its net assets.					
Baroda Mid-Cap Fund  (Mid Cap Fund - An open ended equity scheme predominantly investing in mid cap stocks)	Equity & Equity related instruments including derivatives* of mid-cap companies	65-100	The primary objective of the scheme is to generate capital appreciation by investing predominantly in a diversified portfolio of equity and equity related securities of growth oriented mid cap stocks.	The fund is a mid-cap fund, which will predominantly invest in growth oriented mid-cap stocks.	41,57	9,379
	Equity & Equity related instruments including derivatives* of large cap/small cap companies	0-35				
	Debt, money market instruments and cash	0- 35				
	REITs and InvITs	0-10				
	*Investment in equity derivatives may be made up to 50% of the net assets of the scheme. The scheme may invest in securitized debt upto 20% of its net assets. The scheme may invest in foreign securities upto 25% of its net assets.					
Baroda Dynamic Equity Fund	Equity & equity related securities	65-100	The primary objective of the Scheme is to generate	The extent of equity	535.46	35,889

(An open ended dynamic asset allocation fund)	Debt and money market instruments*	0-35	capital appreciation by investing in a portfolio of equity or equity linked securities while the secondary objective is to generate income through investments in debt and money market instruments. It also aims to manage risk through active asset allocation.	exposure in the fund will be guided by an underlying quantitative model, while the balance will be invested in equity/debt derivatives and debt and money market securities. Currently, the Mutual Fund does not have any such scheme.		
	Units issued by REITs & InvITs	0-10				
	*Investment in securitized debt will not exceed 10% of the net assets of the Scheme. The Scheme will not invest in foreign securitized debt.					
Baroda Equity Savings Fund  (An open ended scheme investing in equity, arbitrage and debt)s	Equity & equity related securities of which:	65-90	The primary objective of the Scheme is to generate capital appreciation and income by using arbitrage opportunities, investment in equity / equity related instruments and debt/ money market instruments.  However, there is no assurance or guarantee that the investment objective of the Scheme will be realized.	The fund is an open ended scheme investing in equity, arbitrage and debt securities, using both hedged as well as unhedged strategies.	427.31	21,269
	(i) Equity and equity related securities (unhedged); and	0-50				
	(ii) Equities, equity related securities and derivatives including index futures, stock futures, index options, & stock options, etc. as part of hedged / arbitrage exposure (hedged)	15-90				
	Debt and money market instruments*	10-35				
	Units issued by REITs & InvITs	0-10				
	* Investment in securitized debt will not exceed 10% of the net assets of the Scheme. The Scheme will not invest in foreign securitized debt.					



## EQUITY, DEBT AND MONEY MARKETS IN INDIA

### Equity market

The Indian stock market is one of the world's largest stock markets on the basis of investor base.

There are two leading stock exchanges in India, i.e. BSE Limited (BSE) and National Stock Exchange of India Limited (NSE). Established in 1875, BSE is Asia's first stock exchange and one of India's leading exchange groups. More than 5000 companies are listed on BSE, making it the world's leading exchange in terms of listed members. BSE's popular equity index – S&P BSE Sensex – is the most widely tracked stock market benchmark index. NSE came into existence in 1992 and is the largest and most advanced stock market in India. It is also the third biggest stock exchange in Asia in terms of transactions and among the 5 biggest stock exchanges in the world in terms of transactions volume. NSE's flagship index, CNX NIFTY, is used extensively by investors in India and around the world. Since inception, NSE and BSE have launched many indices, tracking various sectors and market capitalization.

### Debt Market:

The debt market in India consists of gilts, corporate debt papers and other approved securities (Government guaranteed papers). The nature of instruments is in the form of plain vanilla bonds, floaters, zero coupon bonds, deep discounted bonds, securitized papers and structured debt papers. The Wholesale Debt Market segment is available both at NSE and BSE. The players in the Indian debt market are commercial banks, mutual funds, financial institutions, insurance companies and others. The Reserve Bank of India has introduced an Online Market (OM) dealing platform for gilts. This is at present available to all participants who have a direct SGL with RBI. At present, the average daily turnover on NSE WDM is around Rs 1,000 crore and further Rs. 3,000 crore in OM. The corporate debt market is a telephone market with listed securities alone getting reported to NSE after the deal. The derivative market is Over the Counter and is dominated by Interest Rate Swaps.

The likely yields of various instruments mentioned above as on May 22, 2020 and the factors affecting prices of such securities are as follows:-

1. Shorter-term money market instruments currently offer yields between 2.90% and 5.55% depending on tenor to maturity.
2. 2-3 year and five year AAA PSU bonds offer yields of around 5.10%\* and 5.70%\* respectively. Ten-year Government securities offer yields of around 5.96%.

Presently, the following is the yield matrix of various instruments:

Instrument	Yields (%) (as on May 22, 2020)	Liquidity
Central / State Government Securities	3.30-6.70	High
PSU Bonds / Corporate debentures	3.55-11.1	High - Medium
Commercial Papers / Certificate of Deposits	2.90-5.55	High - Medium
Call / Notice Money	2.15-4.50	

Sources: CCIL, Bloomberg

The interest rate market conditions are influenced by the liquidity in the system, credit growth, GDP growth, Inflows into the Country, Currency movement in the Forex market, demand and supply of issues and change in investors' preference. Generally, when there is a rise in interest rate, the price of securities fall and vice versa. The extent of change in price shall depend on the rating, tenor to maturity, coupon and the extent of fall or rise in interest rates. Government securities carry zero credit risk, but they carry interest rate risk like any other Fixed Income Securities. Securities which are not quoted on Stock Exchanges carry higher risk than the ones which are listed on the Stock Exchanges. While the securities which are listed on stock exchanges carry less liquidity risk, the ability to liquidate them depends on the secondary debt market volumes. Similarly, money market instruments which are fairly liquid are not listed on exchanges due to their short tenor which may lead to losses when sold before their maturity date. The impact cost of offloading the various asset classes differ depending on market conditions and may impair the value of the securities to that extent.

### Money Market:

Money markets in India essentially consist of the call money market (i.e. market for overnight and term money between banks and institutions), reverse repo transactions (temporary purchase with an agreement to sell the

securities at a future date at a specified price), Commercial Papers, Certificate of Deposits (CDs issued by the Banks) and Treasury Bills (issued by RBI).

In the money market, activity levels of government and non-government debt vary from time to time. Instruments that comprise a major portion of money market activity include but are not limited to:

- Overnight Rates;
- Tri-Party Repo;
- Reverse Repo Agreement;
- Treasury Bills;
- Government Securities with a residual maturity of <1 year;
- Commercial Paper;
- Certificate of Deposits.

Apart from these, there are some other options available for short term investments like MIBOR linked debentures with periodic exit options and other such instruments.

The following table gives the approximate yields prevailing on May 22, 2020 on some of the instruments:

Instruments	Yields (%)
TREPS	1.75-4.50
REPO	0.01-3.50
364 days T- Bill	3.40-3.42
91 days T- Bill	3.00-3.08

Source: CCIL

#### **E. WHAT IS THE INVESTMENT STRATEGY ?**

The Scheme has a dual objective of generating capital appreciation by investing in equity and equity related securities as well as generating income by investing in debt and money market securities, while attempting to manage risk from the market through active asset allocation. In order to achieve this process, the Scheme will follow a top-down and bottom-up strategy.

The AMC has built a proprietary model for asset allocation based on the valuations and fundamentals of the companies. The asset allocation between equity and debt will be determined by the model and the top-down process will help in deciding the sector allocation while the bottom up process would lead to construction of the portfolio using specific securities.

The model will be revisited if needed, and adjustments made if needed, to ensure that the outcomes remain relevant to the market environment. The model would be run on monthly basis to decide the asset allocation. Generally, once the allocation is fixed, it will not be changed till the next month except in case of extraordinary situations where extreme volatility in the markets would force a change in asset allocation.

Though the Scheme would ensure adherence to the overall investment exposure limits defined by SEBI for the scheme category, it retains the flexibility to deviate from the equity and debt exposures as provided by the proprietary model, depending on the market conditions, market opportunities, applicable regulations and political and economic factors.

#### **Equity allocation based on the model**

The gross equity exposure will be maintained in the range of 65% to 90% while the net equity exposure will be maintained between 0% to 50%. The difference between gross and net variation would generally be invested in arbitrage or in arbitrage equity mutual funds. The model would follow the matrix approach for asset allocation based on different parameters.

#### **Fixed Income allocation based on the model**

The exposure to Debt & Money Market Instruments including cash and cash equivalents will be maintained in the range of 10% to 35%. The model would follow the matrix approach for asset allocation based on different parameters.

Once the asset allocation has been decided based on the model, the portfolio would be constructed based on top-down as well as bottom-up approach using our core principle of investing, GARP (Growth at a Reasonable Price). The Scheme retains the flexibility to deviate from the asset allocation model, depending on the market conditions, market opportunities, applicable regulations and political and economic factors.

### **Portfolio Turnover Policy**

The Scheme is open ended scheme and as such there would be a number of subscriptions and redemptions on a daily basis. Consequently, it is difficult to estimate with any reasonable measure of accuracy, the likely turnover in the portfolio. Nonetheless, the AMC will take advantage of opportunities that present themselves from time to time in the securities market.

## **F. FUNDAMENTAL ATTRIBUTES**

- (i) **Type of scheme:** Open ended equity scheme investing in equity, arbitrage and debt instruments. For further details, please refer **Section III (A)** – Type of scheme.
- (ii) **Investment objective :**
- Main objective : Please refer **Section III (B)** – What is the investment objective of the scheme?
  - Investment pattern: Please refer **Section III (C)** – How will the scheme allocate its assets?
- (iii) **Terms of issue :**
- Liquidity provisions such as listing, repurchase, redemption - Please refer **Section IV** - Units and Offer.
  - Aggregate fees and expenses charged to the Scheme. Please refer **Section V** - Fees and Expenses.
  - Any safety net or guarantee provided – Not applicable.

In accordance with Regulation 18(15A) of the SEBI (MF) Regulations, the Trustee shall ensure that no change in the fundamental attributes of the Scheme and the Plan(s) / Option(s) thereunder or the trust or fee and expenses payable or any other change which would modify the Scheme and the Plan(s)/Option (s) thereunder and affect the interests of Unit Holders is carried out unless:

- A written communication about the proposed change is sent to each Unit holder and an advertisement is given in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of the region where the Head Office of the Mutual Fund is situated; and
- The Unit Holders are given an option for a period of 30 days to exit at the prevailing Net Asset Value without any exit load.

## **G. HOW WILL THE SCHEME BENCHMARK ITS PERFORMANCE?**

The benchmark index of the Scheme is 40% NSE50 Arbitrage index TRI, 35% NIFTY Short Duration Debt index TRI and 25% NSE100 index TRI.

The said index is most suited for comparing the benchmark of the Scheme.

The Trustee reserves the right to change the benchmark index for evaluating performance of the Scheme from time to time in conformity with the investment objectives and appropriateness of the benchmark, subject to the Regulations, and other prevailing guidelines, if any.

## **H. WHO MANAGES THE SCHEME ?**

<b>Name of the fund manager and Age</b>	<b>Educational Qualification</b>	<b>Other schemes managed by the fund manager and tenure of managing the scheme.</b>	<b>Experience</b>
<b>Mr. Dipak Acharya</b> Fund Manager- Equity	M.Com., AICWA, CAIIB and PGPMS	• Baroda Multi Cap Fund*(Earlier known as	Mr. Dipak Acharya is an M.Com., with the added

Name of the fund manager and Age	Educational Qualification	Other schemes managed by the fund manager and tenure of managing the scheme.	Experience
(Equity investments) Age- 55 years		<p>Baroda Pioneer Growth Fund)</p> <ul style="list-style-type: none"> <li>• Baroda Large Cap Fund^</li> <li>• Baroda ELSS'96*</li> <li>• Baroda Hybrid Equity Fund*(Earlier known as Baroda Pioneer Balance Fund)</li> <li>• Baroda Banking &amp; Financial Services Fund</li> <li>• Baroda Dynamic Equity Fund<sup>§</sup></li> <li>• Baroda Mid-cap Fund^</li> </ul> <p>*Effective November 1, 2015, Mr. Sanjay Chawla manages the schemes along with Mr. Dipak Acharya.</p> <p>^Effective October 1, 2016, Mr. Sanjay Chawla manages the scheme along with Mr. Dipak Acharya.</p> <p>§Effective December 14, 2018, Mr. Dipak Acharya manages the scheme along with Mr. Sanjay Chawla.</p>	<p>qualifications of AICWA, CAIIB and PGPMS. He has been working in the investment area in the asset management industry for over 15 years now. He has been with the organization since September 2008. He was also the Fund Manager at BoB Mutual Fund from August 2003. Prior to this, Mr. Acharya was with Bank of Baroda, where he worked in the Treasury Dept. and Credit Dept for 10 years.</p>
<b>Mr. Pratish Krishnan</b> Fund Manager & Senior Analyst Age: 43 years	B. Com, MMS (Finance)		<p>Mr. Pratish Krishnan has over 15 years of experience in equity research. Prior to joining the AMC, he was working with leading institutional brokerage houses such as Antique Finance (April 2012- August 2014) and Bank of America Merrill Lynch (Sept 2006- April 2012) as a sell side analyst.</p>
<b>Mr. Alok Sahoo</b> Head – Fixed Income (Fixed Income investments) Age: 42 years	BE, MBA (Finance, Xavier Institute of Management, Bhubaneswar), CFA, FRM	<ul style="list-style-type: none"> <li>a) Baroda Treasury Advantage Fund<sup>§</sup></li> <li>b) Baroda Short Term Bond Fund<sup>§</sup></li> <li>c) Baroda Dynamic Bond Fund<sup>§</sup></li> <li>d) Baroda Liquid Fund<sup>§</sup></li> <li>e) Baroda Credit Risk Fund (Earlier known as Baroda Pioneer Credit Opportunities Fund)<sup>§</sup></li> </ul>	<p>Mr. Alok Sahoo is a management graduate in Finance from XIM, Bhubaneswar, with a BE degree from NIT, Rourkela. He has been working in the investment area in asset management for more than 18 years. Prior to joining, he was fixed income fund manager at UTI Mutual Fund</p>

Name of the fund manager and Age	Educational Qualification	Other schemes managed by the fund manager and tenure of managing the scheme.	Experience
		f) Baroda Ultra Short Duration Fund <sup>§</sup> g) Baroda Overnight Fund <sup>§</sup>  § Managed jointly with Ms. Hetal Shah. % Managed jointly with Mr. Karn Kumar.	and HSBC Mutual Fund. He was also the Fund Manager for the Employee Provident Fund at HSBC Asset Management. He has experience in the credit research of companies as well.

#### I. WHAT ARE THE INVESTMENT RESTRICTIONS?

Pursuant to the Regulations and amendments thereto, the following investment restrictions are presently applicable to the Scheme:

- 1) The Scheme shall not own more than 10% of any company's paid up capital carrying voting rights or such percentage as may be stipulated by SEBI from time to time.
- 2) The Scheme shall not invest more than 10 per cent of its NAV in equity shares or equity related instruments of any company.
- 3) The Scheme shall not invest more than 10% of its NAV in debt instruments comprising money market instruments and non-money market instruments issued by a single issuer, which are rated not below investment grade by credit rating agency authorized to carry out such activities under the SEBI Act, 1992. Such investment limit may be extended to 12% of the NAV of the Scheme with the prior approval of the Board of Directors of the Trustee and AMC.

Provided that, such limit shall not be applicable for investments in Government securities, treasury bills and collateralized borrowing and lending obligations.

Provided further that investment within such limit can be made in mortgaged backed securitized debt which are rated not below investment grade by a credit rating agency registered with SEBI.

As per SEBI Circular no. SEBI/IMD/CIR No.6/63715/06, with respect to investment in securitized debt (mortgage backed securities / asset backed securities), restrictions at the Originator level will not be applicable.

- 4) Investment in unrated debt and money market instruments, other than government securities, treasury bills, derivative products such as Interest Rate Swaps (IRS), Interest Rate Futures (IRF), etc. by the Scheme shall be subject to the following :
  - a) Investments should only be made in such instruments, including bills re-discounting, usance bills, etc., that are generally not rated and for which separate investment norms or limits are not provided in the SEBI MF Regulations and various circulars issued thereunder.
  - b) Exposure of the Scheme in such instruments, shall not exceed 5% of the net assets of the Scheme.

All such investments shall be made with the prior approval of the Board of the AMC and Trustee Debentures, irrespective of any residual maturity period (above or below one year), shall attract the investment restrictions as applicable for debt instruments as specified under Clause (1) & (2) above.

- 6) Transfer of investments from one scheme to another scheme in the same Mutual Fund is permitted provided:
  - a. Such transfers are done at the prevailing market price for quoted instruments on spot basis (spot basis shall have the same meaning as specified by a Stock Exchange for spot transactions); and

- b. The securities so transferred shall be in conformity with the investment objective of the scheme to which such transfer has been made.

Further the inter-scheme transfer of investments shall be in accordance with the provisions mentioned in clause titled Inter-Scheme transfer of investments, in the Statement of Additional Information of the Mutual Fund.

- 7) The Scheme may invest in other schemes under the same AMC or any other mutual fund without charging any fees, provided the aggregate inter-scheme investment made by all the schemes under the same management or in schemes under management of any other asset management company shall not exceed 5% of the Net Asset Value of the Mutual Fund. No investment management fees shall be charged for investing in other schemes of the Fund or in the schemes of any other mutual fund.
- 8) The Mutual Fund shall buy and sell securities on the basis of deliveries and shall in all cases of purchases, take delivery of relevant securities and in all cases of sale, deliver the securities.

Provided that a mutual fund may engage in short selling of securities in accordance with the framework relating to short selling and securities lending and borrowing specified by SEBI.

Provided further that the Mutual Fund may enter into derivatives transactions in a recognized stock exchange subject to the framework specified by SEBI.

Provided further that sale of government security already contracted for purchase shall be permitted in accordance with the guidelines issued by RBI in this regard.

- 9) The Fund shall get the securities purchased transferred in the name of the Fund on account of the Scheme, wherever investments are intended to be of a long-term nature.
- 10) No loans for any purpose can be advanced by the Scheme.
- 11) The Scheme shall not make any investments in;  
a) any unlisted security of an associate or group company of the Sponsor; or  
b) any security issued by way of private placement by an associate or group company of the Sponsor; or  
c) the listed securities of group companies of the Sponsor which is in excess of 25% of its net assets.
- 12) The Fund shall not borrow except to meet temporary liquidity needs of the Fund for the purpose of repurchase/ redemption of units or payment of interest and dividend to the Unit Holders. Such borrowings shall not exceed more than 20% of the net assets of the Scheme and the duration of the borrowing shall not exceed a period of 6 months.
- 13) In accordance with SEBI Circular no SEBI/IMD/CIR No. 1/91171/07 dated 16th April 2007 and SEBI/IMD/CIR No. 7 / 129592 dated June 23, 2008 and SEBI/HO/IMD/DF4/CIR/P/2019/093 dated August 16, 2019, following guidelines shall be followed for parking of funds in short term deposits of scheduled commercial Banks pending deployment :
- a. "Short Term" for such parking of funds by mutual funds shall be treated as a period not exceeding 91 days
- b. Such short-term deposits shall be held in the name of the Scheme.
- c. The Scheme shall not park more than 15% of the net assets in short term deposit(s) of all the scheduled commercial banks put together. However, it may be raised to 20% with prior approval of the Trustees Also, parking of funds in short term deposits of associate and Sponsor scheduled commercial banks together shall not exceed 20% of total deployment by the mutual fund in short term deposits.
- d. No mutual fund scheme shall park more than 10% of the net assets in short term deposit(s), with any one scheduled commercial bank including its subsidiaries.
- e. The Trustee shall ensure that no funds of the Scheme are parked in short-term deposit of a bank, which has invested in the Scheme. The Trustee/AMC shall also ensure that the bank in which the Scheme has short-term deposit does not invest in the Scheme until the Scheme has short-term deposit with such bank.

- 14) The Scheme shall not make investment in any Fund of Fund schemes.
- 15) The Mutual Fund under all its schemes shall not own more than 10% of the units issued by a single issuer of REIT and InvIT.
- 16) The Scheme shall not invest :
  - more than 10% of its net assets in the units of REIT and InvIT; and
  - more than 5% of its net assets in the units of REIT and InvIT issued by a single issuer.
- 17) The Scheme shall participate in repos in corporate debt securities as per the guidelines issued by RBI from time to time, subject to the following conditions:
  - i. The gross exposure of the Scheme to repo transactions in corporate debt securities shall not be more than 10% of the net assets of the Scheme.
  - ii. The cumulative gross exposure through repo transactions in corporate debt securities along with equity, debt and derivatives shall not exceed 100% of the net assets of the Scheme.
  - iii. The Scheme shall participate in repo transactions only in AA and above rated corporate debt securities.
  - iv. The Scheme shall borrow through repo transactions only if the tenor of the transaction does not exceed a period of six months.
- 18) The Scheme shall not engage more than 20% of its net assets in stock lending and not more than 5% of its net assets shall be deployed in stock lending to any single counter party.

The above investment restrictions shall be applicable at the time of investment. Apart from the above investment restrictions as prescribed by the SEBI Regulations, internal risk parameters for limiting exposure to a particular company or security or sector may be prescribed from time to time to respond to dynamic market conditions and/or market opportunities. The AMC / Trustee may alter such internal restrictions/risk parameters from time to time, to the extent the SEBI Regulations permit and as deemed fit in the general interest of Unit Holders.

#### **J. HOW HAS THE SCHEME PERFORMED ?**

The Scheme has not completed one year since inception and hence, as prescribed in the SEBI Regulations as amended from time to time, performance of the Scheme has not been provided.

#### **K. ADDITIONAL SCHEME RELATED DISCLOSURES**

##### **(1) Portfolio holdings and sector allocation:**

The Scheme's top 10 portfolio holdings as on May 31, 2020 are given below. Investors may refer to the website of the AMC ([www.barodamf.com](http://www.barodamf.com)) to obtain the latest monthly portfolio of the Scheme.

<b>Scheme Portfolios</b>	<b>% to Net Asset</b>
HDFC Bank Ltd.	18.03
Reliance Industries Ltd.	9.11
Housing Development Finance Corporation Ltd.	6.29
Bharti Airtel Ltd.	5.90
Vedanta Ltd.	4.85
Hindustan Unilever Ltd.	4.78
CCIL-Clearing Corporation Of India Ltd (Cblo)	4.18
ICICI Bank Ltd.	3.89
Axis Bank Ltd.	3.55
IndusInd Bank Ltd.	2.37



The Sector Allocation of the scheme as on May 31, 2020 is as follows:

Sectors	% to Net Asset
Automobile	2.62%
Cement & Cement Products	3.47%
Chemicals	0.10%
Construction	1.48%
Consumer Goods	12.18%
Energy	11.60%
Financial Services	28.94%
IT	3.41%
Margin Fixed Deposits	13.11%
Metals	4.92%
Pharma	5.28%
Stock Futures	-29.31%
Telecom	5.90%
Textiles	0.53%
Triparty Repo	4.18%
Cash & Cash Equivalent	31.58%
<b>Total</b>	<b>100%</b>

(2) Portfolio turnover ratio of the Scheme: Not Applicable

(3) Aggregate investment in the Scheme by AMC directors and key personnel:

Amount invested (Rs. In Lakhs)		
AMC Directors	Fund Managers	Key Personnel
52,25,000	20,900	72,970

(4) Illustration of impact of expense ratio on Scheme's returns:

Particulars	Expenses charged @ 0.50%		Expenses charged @ 1%	
	Rs.	Units	Rs.	Units
Opening AUM	Rs. 10,000.00	1,000 units	Rs. 10,000.00	1,000 units
Add: Subscriptions	Rs. 1,000.00	100 units	Rs. 1,000.00	100 units
Less : Redemptions	Rs. 200.00	20 units	Rs. 200.00	20 units
Adjusted AUM	Rs. 10,800.00		Rs. 10,800.00	
Add income for day (assumed)	Rs. 2.50	8.45%	Rs. 2.50	8.45%
Adjusted AUM before expenses	Rs. 10,802.50		Rs. 10,802.50	
Less : Expenses charged for the day	Re. 0.15		Re. 0.30	
Closing AUM	Rs. 10,802.35	1,080 units	Rs. 10,802.20	1,080 units
NAV	Rs. 10.0022		Rs. 10.0020	
Net Return to the investor	7.95%		7.45%	

**Note:** The above illustration assumes the face value of the Scheme as Rs. 10/-.

#### IV. UNITS AND OFFER

##### A. NEW FUND OFFER (NFO)

This section does not apply to the Scheme covered in this SID as the ongoing offer period of the Scheme has commenced after the NFO and Units of the Scheme is available for continuous subscription and redemption.

##### B. Ongoing Offer Details

<p><b>Ongoing Offer Period</b></p> <p>This is the date from which the Scheme will reopen for subscriptions/redemptions after the closure of the NFO period</p>	<p>The Scheme is open for ongoing subscriptions and redemptions at NAV based prices.</p>																								
<p><b>Ongoing Price for subscriptions (Purchase)/switch in (from other schemes/plans of the mutual fund) by investors</b></p> <p>This is the price you need to pay for purchase/switch-in.</p> <p><i>Example: If the applicable NAV is Rs. 10, entry load is 2% then sales price will be: Rs. 10 * (1+0.02) = Rs. 10.20</i></p>	<p>The purchase price of units is the price at which investor can subscribe/purchase units of the Scheme. During the continuous offer of the Scheme, Units of the Scheme will be available at the Applicable NAV.</p> <p>Purchase Price = Applicable NAV.</p> <p>The Regulations do not permit any Entry Load for subscription of Units, and accordingly, there will no Entry Load in the Scheme.</p>																								
<p><b>Ongoing price for redemption (sale) /switch outs (to other schemes/plans of the Mutual Fund) by investors.</b></p> <p>This is the price you will receive for redemptions / switch-outs.</p> <p><i>Example: If the applicable NAV is Rs. 10, exit load is 2% then redemption price will be: Rs. 10 * (1-0.02) = Rs. 9.80</i></p>	<p>At Applicable NAV, subject to prevailing Exit Load.</p> <p>Redemption Price = Applicable NAV * (1-Exit Load)</p> <p>Eg. If the Applicable NAV is Rs. 10, and Exit Load is 1%, then the redemption price will be as under: Rs. 10 * (1-0.01) = Rs. 9.90/-</p> <p>For details of exit load applicable to the Scheme, please refer <b>Section V(C) – Load Structure and Transaction Charge.</b></p> <p>The securities transaction tax levied under the Income-tax Act, 1961 at the applicable rate on the amount of redemption will be reduced from the amount of redemption.</p>																								
<p><b>Plans</b></p>	<p>The Scheme offers two Plans thereunder, viz. Regular and Direct.</p> <p>Direct Plan is meant for direct investments, i.e. for investors who purchase/subscribe to the units of the Scheme directly with the Fund and is not available for investors who route their investments through a Distributor, while Regular Plan is meant for investors who route their investments through distributors only.</p> <p>Both Plans have a common portfolio but Direct Plan has a lower expense ratio on account of absence of brokerage and commission. Hence both Plans have distinct NAVs.</p> <p>In order to have a uniform disclosure on treatment of applications under "Direct" / "Regular" Plans, the following disclosures are made:</p> <table border="1" data-bbox="683 1686 1441 1908"> <thead> <tr> <th>Scenario</th> <th>Broker Code mentioned by the investor</th> <th>Plan mentioned by the investor</th> <th>Default Plan to be captured</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Not mentioned</td> <td>Not mentioned</td> <td>Direct Plan</td> </tr> <tr> <td>2</td> <td>Not mentioned</td> <td>Direct</td> <td>Direct Plan</td> </tr> <tr> <td>3</td> <td>Not mentioned</td> <td>Regular</td> <td>Direct Plan</td> </tr> <tr> <td>4</td> <td>Mentioned</td> <td>Direct</td> <td>Direct Plan</td> </tr> <tr> <td>5</td> <td>Direct</td> <td>Not mentioned</td> <td>Direct Plan</td> </tr> </tbody> </table>	Scenario	Broker Code mentioned by the investor	Plan mentioned by the investor	Default Plan to be captured	1	Not mentioned	Not mentioned	Direct Plan	2	Not mentioned	Direct	Direct Plan	3	Not mentioned	Regular	Direct Plan	4	Mentioned	Direct	Direct Plan	5	Direct	Not mentioned	Direct Plan
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	<table border="1"> <tr> <td>6</td> <td>Direct</td> <td>Regular</td> <td>Direct Plan</td> </tr> <tr> <td>7</td> <td>Mentioned</td> <td>Regular</td> <td>Regular Plan</td> </tr> <tr> <td>8</td> <td>Mentioned</td> <td>Not mentioned</td> <td>Regular Plan</td> </tr> </table> <p>In cases of wrong/ invalid/ incomplete ARN codes mentioned on the application form, the application shall be processed under Regular Plan. The AMC shall contact and obtain the correct ARN code within 30 calendar days of the receipt of the application form from the investor/ distributor. In case, the correct code is not received within 30 calendar days, the AMC shall reprocess the transaction under Direct Plan from the date of application without any exit load.</p>	6	Direct	Regular	Direct Plan	7	Mentioned	Regular	Regular Plan	8	Mentioned	Not mentioned	Regular Plan
6	Direct	Regular	Direct Plan										
7	Mentioned	Regular	Regular Plan										
8	Mentioned	Not mentioned	Regular Plan										
<b>Options</b>	<p>Each of the Plans have the following Options:</p> <ul style="list-style-type: none"> <li>• Growth (Default)</li> <li>• Dividend</li> </ul> <p>The Dividend option offers the following sub-options :</p> <ul style="list-style-type: none"> <li>• Payout</li> <li>• Reinvestment (default subOption is case no sub-option is specified by the investor)</li> </ul> <p>Dividend declared by the Scheme will be compulsorily re-invested.</p> <p><b>Growth option</b> – This option is for investors who seek capital appreciation by way of growth in NAV. The Fund will not declare any dividends under this option and the income earned by the Scheme will remain invested in the Scheme, and reflected in its NAV.</p> <p><b>Dividend option</b> – This option is for investors who seek income through dividends declared by the Scheme. An investor on record for the purpose of dividend distributions is an investor who is a Unit Holder as per the books of the Registrar on the Record Date. Dividend distribution is at the discretion of the Trustee. Subject to the availability and adequacy of distributable surplus dividend will be declared under this option.</p> <p><b>Dividend Re-investment</b> - All dividends declared will be reinvested in the Scheme by way of additional Units of the Scheme, instead of being paid out. Such additional Units will be reinvested at the Applicable NAV on the next Business day after the Record Date.</p> <p>Post declaration of dividend, the NAV of the Units under the Dividend Option will stand reduced by the amount of dividend declared and applicable dividend distribution tax/surcharge/cess/any other statutory levy. Notwithstanding varying rates of statutory levies, the ex-dividend NAV will remain the same for all categories of investors in the Dividend Option, though the number of additional Units received by Unit Holders may vary depending on the category of each Unit Holder. For details on taxation of dividend please refer the SAI.</p> <p>If an investor does not clearly specify choice of option at the time of investing, it will be considered as Growth Option. If an investor does not clearly specify choice of sub-option, weekly dividend sub-option will be considered.</p> <p>Dividend option shall not be available to investors who transact through the stock exchange in dematerialized mode.</p>												
<b>Cut off timing for subscriptions/ redemptions/ switches</b> This is the time before which your application (complete in all respects) should reach the official points of acceptance.	<p><b>Purchase</b></p> <p>In respect of valid application received up to : Closing NAV of the 3 p.m. with a local cheque payable at par at day of receipt of the place where it is received application</p>												

In respect of valid application received after 3 p.m. with a local cheque payable at par at the place where it is received : Closing NAV of the next business day

In respect of valid application with outstation cheque not payable at par at the place where it is received : Closing NAV of the day on which the cheque is credited

For allotment of Units for an amount equal to or more than Rs. 2 lakh, it shall be ensured that:

- i. Purchase application is accepted before the applicable cut-off time.
- ii. Funds for the entire amount of purchase/subscription applications are credited to the bank account of the Scheme before the cut-off time; and
- iii. The funds are available for utilization by the Scheme before the cut-off time without availing any credit facility whether intra-day or otherwise.

For allotment of Units in respect of switch-in to the Scheme from other schemes, it shall be ensured that the application for the switch-in is received before the applicable cut-off time, the funds for the entire amount of subscription/purchase as per the switch-in request are credited to the bank account of the Scheme before the cut-off time and are available for utilization before the cut-off time without availing any credit facility whether intra-day or otherwise, by the Scheme.

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#### **Re-purchase/ Redemption**

Where the application is received up to 3 p.m. - Closing NAV of the day of receipt of application.

Where the application is received after 3 p.m. - Closing NAV of the next Business Day.

#### **For Switches**

Valid applications for 'switch-out' shall be treated as applications for Redemption and the provisions of the Cut-off time and the Applicable NAV mentioned in the SID as applicable to Redemption shall be applied to the 'switch-out' applications. In case of 'switch' transactions from the Scheme to another, the allocation shall be in line with redemption pay-outs.

**'Switch in' transactions will be treated as if they were purchase transactions and 'switch out' transactions will be treated as if they were repurchase/redemption transactions. In case of 'switch' transactions from one scheme to another, the allocation shall be in line with redemption pay-outs.**

#### **Transactions through electronic mode**

The time of transaction done through electronic mode, for the purpose of determining the applicability of NAV, would be the time when the request for purchase / sale / switch of units is received in the servers of AMC/Registrar.

In case of a time lag between the amount of subscription being debited to the investor's bank account and the subsequent credit into the respective Scheme's bank account, the applicability of NAV for transactions where NAV is to be applied based on actual realization of funds by the Scheme, may be impacted. The AMC/its bankers/ its service providers would not be liable for any such delay/lag and consequent pricing of units.

	<p><b><u>Transactions through the stock exchange mechanism</u></b></p> <p>Investors who wish to transact through the stock exchange shall place orders for redemptions as currently practiced for secondary market activities. Investors must submit the Delivery Instruction Slip to their DP on the same day of submission of redemption request, within such stipulated time as may be specified by NSE/BSE/other stock exchange, failing which the transaction will be rejected. Investors shall seek redemption requests in terms of number of Units only and not in Rupee amounts. Redemption amounts shall be paid by the AMC to the bank mandate registered with the DP. Please also refer "<b>Trading in Units through Stock Exchange mechanism</b>" below:</p> <p>An investor who purchases units through a broker / clearing member will receive redemption proceeds through his/her/its broker / clearing member's pool account. The AMC will pay the proceeds to the broker / clearing member, who in turn will pay the investor. Payment of redemption proceeds to the broker / clearing members by the AMC shall discharge the AMC of its obligation of payment to the investor.</p> <p><b><u>Transactions through tele-transact facility :</u></b></p> <p>The cut off time for the tele transact facility is 2 p.m. for purchases on all business days. If the call is received after the said cut off time, the same would be considered as transaction for the next business day. All calls received up to the specified cut off time, shall be eligible for the Applicable NAV. Please also refer "<b>Transactions through tele-transact facility</b>" below.</p>
<p><b>Where can the applications for Purchase/Redemption/ switches be submitted?</b></p>	<p>Application forms for subscription/redemption/switches should be submitted at any of the Investor Service Centres whose names and addresses are mentioned at the end of this SID.</p> <p>Stock brokers registered with recognized stock exchanges and empanelled with the AMC shall also be considered as official points of acceptance of transactions. Please refer to '<b>Trading in Units through the Stock Exchange mechanism</b>' for detailed provisions.</p> <p>Investors / unit holders can also submit their financial and non-financial transactions pertaining to the Scheme through MF Utility, either electronically or physically at its authorized Points of Service ("POS"). The list of POS published on the website of MF Utilities India Private Limited at <a href="http://www.mfuindia.com">www.mfuindia.com</a>, as may be updated from time to time, will be considered as the Investor Service Centres for transactions in the Scheme</p> <p>For details on updated list of Investor Service Centres, investors are requested to call 1800-2670-189 (toll-free) or log on to our website, <a href="http://www.barodamf.com">www.barodamf.com</a>.</p>
<p><b>Minimum amount for Purchase/ Redemption/ switches</b></p>	<p><u>Purchase</u> : Rs. 5,000/- and in multiples of Re. 1/- thereafter.</p> <p><u>Additional Purchase</u> : Rs. 1,000/- and in multiples of Re. 1/- thereafter.</p> <p><u>Redemption</u> : No minimum amount for redemption.</p>

	<p><u>SIP</u> : Rs. 500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly SIP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly SIP.</p> <p><u>SWP</u> : Rs. 1,000/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly SWP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly SWP.</p> <p><u>STP</u> : Rs. 1,000/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a monthly STP.</p> <p>Rs. 1,500/- and in multiples of Re. 1/- thereafter per installment, where an investor opts for a quarterly STP.</p> <p>The STP will be terminated if the amount to be transferred is less than the minimum application amount of the transferee scheme.</p> <p><u>Switch</u> : The minimum amount that a Unit Holder can switch into another scheme of the Fund shall be the minimum subscription amount of the latter scheme. For Unit Holders who, at the time of making such switch request, already have investments in the scheme into which the switch is sought, the minimum amount for the switch shall be the minimum amount for additional purchase in such scheme.</p>
<b>Minimum Balance to be maintained and consequences of non - maintenance</b>	Not Applicable
<b>Special Products available</b>	<p><b>Systematic Investment Plan (SIP)</b></p> <p>This facility enables investors to save and invest periodically over a longer period of time. It is a convenient way to “invest as you earn” and affords the investor an opportunity to enter the market regularly, thus averaging the acquisition cost of Units.</p> <p>Investors have the facility of investing a fixed amount periodically, through SIP with an option of enrolling for a monthly or a quarterly SIP. Where an investor opts for a monthly SIP, the minimum number of months for which the investment will have to be made (SIP Period) shall be 12 months and the minimum investment amount (SIP Amount) shall be Rs. 500/- per month. Where the investor opts for a quarterly SIP, the SIP Period shall be 4 quarters and the SIP Amount shall be Rs. 1500/- per quarter. Investors should note that the first SIP cheque and subsequent SIP installments should be of the same amount.</p> <p>The date on which the SIP investment will be effected (SIP Date) shall be the 1st/10th/15th/25th/all four dates of each month, as the case may be, where the frequency opted for by the investor is monthly. Where the</p>

	<p>frequency is quarterly, the SIP Date shall be the 1st/10th/15th/25th/all four dates, as the case may be, starting from any month onwards. Where frequency of SIP is not specified, the default frequency shall be monthly. In case the start date of SIP is ambiguous/not specified, 10th of the month falling after 30 days from the date of submission of the request shall be treated as default date. When end date is ambiguous/not specified, the SIP period will be considered as perpetual for 99 years.</p> <p>Where the payment is through postdated cheques, the cheques must be dated the 1st/10th/15th/25th of the month concerned, as the case may be, and drawn in favour of the Scheme as specified in the application form and crossed "Account Payee Only". Where an investor opts for SIP through postdated cheques, and any cheque submitted under the SIP bears a date different from the SIP Date opted for by such investor, the application is liable to be rejected.</p> <p>Investors must indicate their choice on their application form in the box provided for the purpose. Investors who avail of the SIP facility can opt for various modes of payment, viz., postdated cheques, ECS/Auto Debit facility, or any other payment facility, as may be introduced by the AMC from time to time. ECS is offered to investors at selected cities only and the AMC reserves the right to add or delete cities from time to time. Auto Debit facility is offered to investors for designated banks activated for such facility. In case an investor furnishes the bank mandate of any such designated bank, irrespective of the location, SIP will be activated through Auto Debit mode. The AMC reserves the right to add or delete banks from time to time. For ECS/Auto Debit facility, copy of a cheque/cancelled cheque is mandatory along with the application.</p> <p>For cancellation of SIP or incorporation of new bank details, investors shall give a request at least 21 Business Days before the next SIP date.</p> <p>SIP in a folio of a minor will be registered only upto the date of the minor attaining majority, even though the instruction may be for a period beyond that date. In case the minor submits the requisite documents, at least 30 days prior to becoming major, then the SIP will be continued.</p> <p>The application may be mailed to the Registrar directly or submitted at any of the Investor Service Centres. The SIP Amount will be invested in the Scheme at the Applicable NAV on the SIP Date. The number of Units allotted to the investor will be equal to the SIP Amount divided by the Applicable NAV on the SIP Date. An intimation of the allotment will be sent to the investor. An investor may terminate the facility after giving at least three weeks' written notice to the Registrar. For all payments made by cheques, the date of realization of a cheque will be taken as the date of investment and the amount invested will be deemed to be the amount realized net of bank charges (if any). In case of three consecutive rejects, the AMC/Registrar reserves the right to cancel all future SIP instalments.</p> <p>The AMC reserves the right to change the terms and conditions of SIP from time to time. Investors are, therefore, advised to check the latest terms and conditions from any of the ISCs, before investing through SIP. Also, the latest terms and conditions of various payment facilities will be mentioned in the SIP form.</p>
	<p><b>SIP Pause facility</b></p> <p>This facility allows investors to "Pause" SIP for a period of minimum 1 month to a maximum 3 months and thereafter continue the SIP without any additional documentation requirement. The SIP shall restart from the immediate month after the completion of pause period. Only those investors who opt for monthly SIP can avail the SIP pause facility. The intimation to pause the SIP should be given by the investor at least 15 business days prior to the SIP date from which the pause is requested. This facility can be availed by the investor only once during the tenure of the existing SIP. The</p>



	<p>AMC reserves the right to change the terms and conditions of SIP Pause from time to time.</p> <p><b>Systematic Withdrawal Plan</b></p> <p>This facility enables the Unit Holders to withdraw sums from their Unit accounts in the Scheme at periodic intervals through a one-time request.</p> <p>Unit Holders have the option of enrolling for a monthly or a quarterly SWP. Where a Unit Holder enrolls for a monthly SWP, the minimum number of months for which the withdrawal/redemption will have to be made (SWP Period) shall be 6 months and the minimum withdrawal/redemption amount (SWP Amount) shall be Rs. 1000/- per month. Where the investor enrolls for a quarterly SWP, the SWP Period shall be 4 quarters and the SWP amount shall be Rs. 1500/- per quarter.</p> <p>The date on which the redemption will be effected (SWP Date) shall be the 1<sup>st</sup>/10<sup>th</sup>/15<sup>th</sup>/25<sup>th</sup>/all four dates of each month, as the case may be, where the frequency opted for by the investor is monthly. Where the frequency is quarterly, the SWP Date shall be the 1<sup>st</sup>/10<sup>th</sup>/15<sup>th</sup>/25<sup>th</sup>/all four dates, as the case may be, starting from any month onwards.</p> <p>SWP in a folio of a minor will be registered only upto the date of the minor attaining majority, even though the instruction may be for a period beyond that date. In case the minor submits the requisite documents, at least 10 days prior to becoming major, then the SWP will be continued.</p> <p><b>Systematic Transfer Plan (STP)</b></p> <p>Systematic Transfer Plan is a combination of systematic withdrawal from one scheme and systematic investment into another scheme. Therefore, the minimum amount of withdrawals applicable under SWP would be applicable, the minimum investment amount shall be Rs. 1,500/- and in multiples of Re. 1/- thereafter per instalment. Similarly, the minimum investments applicable for each scheme under SIP would be applicable to STP. Completed application form for STP should be submitted at least 7 days before the transaction date. STP facility would allow investors to transfer a predetermined amount or units from one scheme of the Mutual Fund to the other. The transfer would be affected on any Business Day as decided by the investor at the time of opting for this facility. STP would be permitted for a minimum period of six months between two schemes. The transfer would be affected on the same date of every month (or on the subsequent Business Day, if the date of first transfer is a holiday) on which the first transfer was affected. STP can be terminated by giving advance notice to the Registrars.</p> <p>Exit Load as applicable in the Scheme shall be charged.</p> <p>STP in a folio of a minor will be registered only upto the date of the minor attaining majority, even though the instruction may be for a period beyond that date. In case the minor submits the requisite documents, at least 10 days prior to becoming major, then the STP will be continued.</p> <p><b>Dividend Sweep Option (DSO)</b></p> <p>It is a facility wherein unit holder(s) of eligible scheme(s) [hereinafter referred to as "Source Scheme(s)"] of Baroda Mutual Fund can opt to automatically invest the dividend (as reduced by the amount of applicable statutory levy) declared by the eligible Source Scheme(s) into other eligible Scheme(s) [hereinafter referred to as "Target Scheme(s)"] of Baroda Mutual Fund.</p>
	<p><b>Terms &amp; Conditions of Dividend Sweep Option (DSO):</b></p> <ul style="list-style-type: none"> <li>• DSO facility is available only under the Dividend Plan / Option of the Source Scheme(s).</li> <li>• It shall not be available under the daily dividend reinvestment option,</li> </ul>

	<p>weekly dividend option(s) of the Source Scheme(s).</p> <ul style="list-style-type: none"> <li>• Under the DSO facility investors cannot transfer their dividends into close ended schemes/ELSS Scheme(s).</li> <li>• The DSO Facility will be available only to unit holder(s) holding units in non-demat form under Dividend option of Source Scheme.</li> <li>• Enrolment in DSO facility will automatically override any previous instructions of Dividend Payout.</li> <li>• Minimum amount to be eligible for Dividend Sweep in Target Scheme would be Rs 200/-.</li> <li>• If the dividend in the Source Scheme is less than Rs. 200/-, the dividend will be re-invested in the Source Scheme.</li> <li>• The dividend transferred from the Source Scheme to the Target Scheme will be treated as fresh subscription in the Target Scheme and invested at the applicable NAV of the Target Scheme.</li> <li>• The provision for 'Minimum Application Amount' specified in the respective Target Scheme's Offer Document (SID) will not be applicable under DSO.</li> <li>• The DSO facility will be terminated in the event of following events: <ul style="list-style-type: none"> <li>▪ The unit holding under the Scheme becomes nil. In the case of death of the first unit holder</li> <li>▪ If the unit holder wishes to terminate at any time by sending a written request to official point of acceptance. The request will be acted upon not later than 7 days after receipt of the letter.</li> </ul> </li> <li>• The load structure applicable shall be as follows: <ul style="list-style-type: none"> <li>▪ Entry Load (Target Scheme) - Nil</li> <li>▪ Exit Load (Target Scheme) – As mentioned under the section on load.</li> <li>▪ Exit Load (Source Scheme) - Nil</li> </ul> </li> </ul>
<b>Trading and Demat</b>	<p>Units of the Scheme can be purchased/ sold on a continuous basis on the Exchange during trading hours, like any other publicly traded stock. The price of the Units in the market will depend on their demand and supply at that point of time. There is no minimum investment, although Units are purchased in round lots of 1.</p>
<b>Dividend Policy</b>	<p>The Trustee reserves the right to declare dividends under the Dividend Option of the Scheme, depending on the availability and adequacy of distributable surplus.</p> <p>The procedure and manner of payment of dividend shall be in line with SEBI circular / guidelines no. SEBI / IMD / CIR No. 1 / 64057 / 06 dated April 04, 2006 and SEBI / IMD / CIR No. 3 / 65370 / 06 dated April 21, 2006 as amended from time to time.</p>
<b>Accounts Statements</b>	<p>An applicant whose application has been accepted shall have the option of holding the units either in physical form or in dematerialized form.</p> <p><b>Units in Physical mode :-</b> Investors opting to subscribe to / hold units in physical form, whether by way of a normal purchase or SIP / STP, will be sent, (i) by way of an e-mail and/or an SMS to their registered e-mail address and or mobile number, an allotment confirmation, as soon as possible but not later than 5 Business Days from the date of acceptance of the request for subscription, and (ii) a CAS, as mentioned in 'Consolidated Account Statement (CAS)' below.</p> <p><b>Units in Demat Mode:-</b></p> <ul style="list-style-type: none"> <li>• Investors opting to subscribe to / hold units in Demat form will be issued Units in Demat form, which will be credited to their demat account.</li> <li>• The AMC shall issue units in Demat form to a unit holder of the Scheme within two working days of the receipt of request from the said unit holder.</li> <li>• For investors who hold Units in dematerialized form, a demat statement shall be provided by the DP in such form and in such manner and at</li> </ul>

	such time as provided in the agreement with the beneficial owner.
<b>Consolidated Account Statement (CAS)</b>	<p>(i) On acceptance of an application for subscription or allotment of units (including by way of SIP, STP, switch, and reinvestment of dividends), an allotment confirmation specifying the number of units allotted will be sent by way of an email and/or an SMS, within 5 Business Days from the date of receipt of the application, to the Unit holder's registered e-mail address and/or mobile number.</p> <p>Thereafter, the Unit Holder will be sent, on or before the 10<sup>th</sup> of the immediately succeeding month, by way of a mail / an e-mail, a CAS, containing the details of the transaction mentioned above as well as details of all other transactions effected by the Unit holder across schemes of all mutual funds during the preceding month, including his/her/its holdings at the end of the said month and details of transaction charges paid to distributors, as applicable. Investors may note that CAS will be issued on a monthly basis to all investors in whose folios transactions have taken place during the month concerned. The AMC shall not send physical account statements to the investors if the CAS has been forwarded through email.</p> <p>(ii) For the purpose of sending CAS, common investors across mutual funds shall be identified by their PAN.</p> <p>(iii) For those investors / Unit Holders who have provided an e-mail address, CAS will be sent by way of an e-mail.</p> <p>(iv) In case of a specific request received from a Unit holder for a separate account statement, the AMC/Fund will provide such an account statement to the Unit Holder concerned, within 5 Business Days from the receipt of the request.</p> <p>(v) In the event of inability to send CAS, for any reason whatsoever, or on receipt of specific requests from Unit Holders/investors, the AMC will send separate account statements.</p> <p>(vi) In the event of a folio having more than one registered holder, the first named Unit Holder will receive the CAS / account statement.</p> <p>(vii) For folio(s) that are not updated with PAN details, it will not be possible to e-mail / mail CAS to the Unit Holders concerned. It is therefore in the interest of Unit Holders to ensure that their folios are updated with their PAN details.</p> <p>(viii) In the case of a dormant investor, i.e. an investor in whose folio, no transaction has taken place during a six-month period ended March or September, a CAS detailing the investors' holdings across all schemes of all mutual funds at the end of March or September, as the case may be, shall be sent by way of a mail / an e-mail on or before the 10<sup>th</sup> day of the month immediately succeeding the said March/September. The half yearly CAS will be sent by e-mail to Unit Holders whose e-mail address is available, unless a specific request is made by any Unit holder to receive the CAS in physical form.</p> <p>The Unit Holders who do not have Demat account shall continue to receive the Consolidated Account Statements (CAS) as per the existing practice. However, the following shall be applicable for Unit Holders having a Demat Account.</p> <ul style="list-style-type: none"> <li>• Investors having MF investments and holding securities in Demat account shall receive a Single Consolidated Account Statement from the Depository.</li> <li>• Consolidation of account statement shall be done on the basis of PAN. In case of multiple holding, it shall be PAN of the first holder and pattern of holding.</li> </ul>

	<ul style="list-style-type: none"> <li>• The CAS shall be generated on a monthly basis. In case there is no transaction in any of the mutual fund folios and demat accounts then CAS with holding details shall be sent to the investor on half yearly basis.</li> <li>• If there is any transaction in any of the Demat accounts of the investor or in any of his mutual fund folios, Depositories shall send the CAS within ten days from the month end.</li> </ul> <p>The expression, 'transaction', includes purchase, redemption, switch, dividend payout, dividend reinvestment, systematic investment plan, systematic withdrawal plan and systematic transfer plan.</p>
<b>Dividend</b>	<p>Dividend warrants shall be dispatched to Unit Holders within 30 days of the date of declaration of the dividend.</p> <p>If the payment is not made within the period stipulated in the Regulations, the Unit Holder shall be paid interest @15% p.a. or as specified by SEBI for the delayed period and the interest shall be borne by the AMC.</p> <p>The dividend proceeds will be paid by way of ECS / EFT / NEFT / RTGS / Direct credits/ any other electronic manner if sufficient banking account details are available with Mutual Fund for Investor.</p> <p>In case of specific request for Dividend by warrants/ cheques or unavailability of sufficient details with the Mutual Fund, the dividend will be paid by warrant/ cheques and payments will be made in favour of the Unit Holder (registered holder of the Units or, if there are more than one registered holder, only to the first registered holder) with bank account number furnished to the Mutual Fund (please note that it is mandatory for the Unit Holders to provide the Bank account details as per the directives of SEBI).</p>
<b>Redemption</b>	<p><b>(a) <u>Redemption</u></b></p> <p>Unit Holders can request for redemption by specifying either an amount in Rupees or number of units to be redeemed. Where both amount as well as number of units have been specified, the Fund will redeem based on number of units. Where the Unit holder has specified the amount to be redeemed, the number of units redeemed will be the amount of redemption divided by Redemption Price. Where the Unit holder has specified the number of units or amount in words and figures and there is a mismatch between the number/ amount specified in words and figures, the redemption request will be rejected. In case the balance in Unit holder's account does not cover the amount/ units of redemption request, the Fund may close the Unit holder's account and send the entire such balance to the Unit Holders.</p> <p>There is no minimum amount for redemption.</p> <p><b>(b) <u>How to Redeem?</u></b></p> <p>A Unit Holder desiring to redeem can use a transaction slip or a redemption request. Completed transaction slip can be submitted at an ISC. Transaction slips can be obtained from any of the ISCs. In case the Units stand in the names of more than one Unit Holder, where the mode of holding is specified as 'Jointly', redemption requests will have to be signed by all joint holders. However, in cases of holdings specified as 'Anyone or Survivor', any one of the Unit Holders will have the right to make redemption requests, without it being necessary for all the Unit Holders to sign. However, in all cases, the proceeds of the redemption will be paid only to the first-named holder.</p> <p><b>Transactions through the stock exchange mechanism:</b></p> <p>Investors who wish to transact through the stock exchange i.e. through BSE</p>

	<p>StAR (BSE) and MFSS (NSE) shall place orders for redemptions as currently practiced for secondary market activities. Investors must submit the Delivery Instruction Slip to their DP on the same day of submission of redemption request, within such stipulated time as may be specified by NSE/other stock exchange, failing which the transaction will be rejected. Investors shall seek redemption requests in terms of number of Units only and not in Rupee amounts. Redemption amounts shall be paid by the AMC to the bank mandate registered with the DP. <b>Please also refer “Trading in Units through Stock Exchange mechanism” under ‘B - Ongoing Offer Details’.</b></p> <p>An investor who purchases units through a broker / clearing member will receive redemption proceeds through his/her/its broker / clearing member’s pool account. The AMC will pay the proceeds to the broker / clearing member, who in turn will pay the investor. Payment of redemption proceeds to the broker / clearing members by the AMC shall discharge the AMC of its obligation of payment to the investor.</p> <p><b>Signature mismatches</b> If the AMC / Registrar finds a signature mismatch during redemption / switch out request, the AMC/ Registrar reserves the right to reject the redemption request.</p> <p><b>Payment of Redemption Proceeds</b></p> <p><b>(i) For Unit Holders having a bank account with certain banks with whom the AMC may have an arrangement from time to time:</b></p> <p>The redemption proceeds shall be directly credited to the Unit Holder’s account by way of EFT / NEFT / RTGS / Direct credits / any other electronic manner if sufficient banking account details are available with the Mutual Fund.</p> <p><b>(ii) For other Unit Holders not covered by (i) above and Unit Holders covered by (i) but have given specific request for Cheque:</b></p>
	<p>Redemption proceeds will be paid by cheque (pay link DDs) and payments will be made in favour of the Unit Holder with bank account number furnished to the Mutual Fund (please note that it is mandatory for the Unit Holders to provide the Bank account details as per the directives of SEBI). Redemption cheques will be sent to the Unit Holder’s address. All Redemption payments will be made in favour of the registered holder of the Units or, if there is more than one registered holder, only to the first registered holder.</p> <p>As per SEBI (MF) Regulations, the Mutual Fund shall dispatch redemption proceeds within 10 Business Days of the date of redemption. However, under normal circumstances, the Mutual Fund would endeavor to credit the first / sole Unit holder’s account with the redemption proceeds within 3-4 Business Days from the date of redemption.</p> <p><b>Note:</b> The Trustee, at its discretion at a later date, may choose to alter or add other modes of payment. The redemption proceeds will be sent by courier or (if the addressee city is not serviced by the courier) by registered post or any other mode as specified by AMC. The dispatch for the purpose of delivery through the courier /postal department, as the case may be, shall be treated as delivery to the investor. The AMC / Registrar is not responsible for any delayed delivery or non-delivery or any consequences thereof, if the dispatch has been made correctly as stated in this paragraph.</p> <p><b>REDEMPTION BY NRIs / FPIs</b></p> <p>Credit balances in the account of an NRI / FPI Unit holder, may be</p>

	<p>redeemed by such Unit Holder in accordance with the procedure described in SID and subject to any procedures laid down by the RBI, if any. Payment to NRI / FPI Unit Holders will be subject to the relevant laws / guidelines of the RBI as are applicable from time to time (also subject to deduction of tax at source as applicable).</p> <p><b>In the case of NRIs</b></p> <ul style="list-style-type: none"> <li>i. Credited to the NRI investor's NRO account, where the payment for the purchase of the Units redeemed was made out of funds held in NRO account; or</li> <li>ii. Remitted abroad or at the NRI investor's option, credited to his NRE / NRO account, where the Units were purchased on repatriation basis and the payment for the purchase of Units redeemed was made by inward remittance through normal banking channels or out of funds held in NRE account.</li> </ul> <p><b>In the case of FPIs</b></p> <p>Redemption proceeds would be credited to the foreign currency account or Non-Resident Rupee Account of the FPI.</p> <p><b>Effect of Redemption</b></p> <p>The number of Units held by the Unit Holder in his folio will stand reduced by the number of Units redeemed.</p>
<p><b>Delay in payment of redemption / repurchase proceeds</b></p>	<p>The Asset Management Company shall be liable to pay interest to the Unit Holders at such rate as may be specified by SEBI for the period of such delay (presently @ 15% per annum).</p>
<p><b>Switchover facility</b></p>	<p>Unit Holders of the Scheme will have the facility to switchover between the two Options in the Scheme or to other schemes at NAV based prices. Switchovers would be at par with redemption from the outgoing option/plan/scheme and would attract the applicable tax provisions and applicable load at the time of switchover.</p>
<p><b>Bank Account Details</b></p>	<p>In order to protect the interest of Unit Holders from fraudulent encashment of cheques, the SEBI Regulations have made it mandatory for investors to mention in their application / redemption request, their bank name and account number. The normal processing time may not be applicable in situations where such details are not provided by investors / Unit Holders. The AMC will not be responsible for any loss arising out of fraudulent encashment of cheques and / or any delay / loss in transit.</p> <p>Investors would be required to submit any one of the following documents, in case the cheque provided along with fresh subscription/new folio creation does not belong to the bank mandate specified in the application form:</p> <ul style="list-style-type: none"> <li>(i) Original cancelled cheque or photocopy of the cheque having the First Holder name printed on it;</li> <li>(ii) Original cancelled cheque or photocopy of the cheque without having the name printed on it <b>and either of</b> (a) Original bank statement reflecting the First Holder Name, Bank Account Number and Bank Name as specified in the application (b) Photocopy of the bank statement/ bank pass book duly attested by the bank manager/ authorized official and bank seal (c) Bank Confirmation for the name and Bank Account Number of the First Holder along with MICR &amp; IFSC details duly signed by the bank manager/authorized official.</li> </ul> <p>In case, the application for subscription does not comply with the above requirements, the AMC may, at its sole and absolute discretion, reject/not process such application and refund the subscription amount to the bank</p>



	account from where the investment was made and shall not be liable for any such rejection/refund.
<b>Multiple Bank Accounts Registration Facility</b>	The Mutual Fund offers its Unit Holders the facility to register multiple bank accounts for pay-in & pay-out and designate one of such registered bank accounts as "Default Bank Account". This facility can be availed by using a designated Multiple Bank Accounts Registration/Deletion Form (available at the Karvy ISCs or downloaded from the Fund's website). Individuals, HUFs and sole proprietary firms can register upto five bank accounts and non-individual investors can register upto ten bank accounts in a folio. For details, please refer SAI.
<b>Non Acceptance Of Third Party Payment</b>	An application for subscription/purchase accompanied by a third party payment instrument will not be accepted. For exceptions and other details, please refer SAI.
<b>Trading in Units through Stock Exchange Mechanism</b>	<p>The facility of transacting through the stock exchange mechanism enables investors to buy and sell the Units of the Scheme through stock brokers registered with NSE and/or BSE in accordance with the guidelines issued by SEBI and operating guidelines and directives issued by NSE/BSE. The investor shall be serviced directly by such stock brokers/DP. The Fund will not be in any position to accept a request for transaction or service request in respect of Units bought under this facility in demat mode.</p> <p>Empanelled distributors registered with the Association of Mutual Funds in India (AMFI) and who have been permitted by the concerned recognised stock exchange are eligible to use NMF-II platform of National Stock Exchange of India Ltd. ('NSE') and /or of BSE StAR MF platform of Bombay Stock Exchange ('BSE') to purchase and redeem units of the Schemes of the Mutual Fund directly from the Mutual Fund/AMC in both demat as well as non-demat mode.</p> <p>The distributors shall not handle pay-out /pay-in of funds as well as units on behalf of the investors. Pay-in will be directly received by the recognized clearing corporation and pay-out will be directly made to investor's account. In the same manner, units shall be credited and debited directly from the demat account of investors. In case of payment of redemption proceeds to the Clearing Corporation by the Mutual Fund/its Registrar, it shall be treated as valid discharge for the Mutual Fund/AMC of its obligation of payment of redemption proceeds to the Unit Holder. Similarly, in case of purchase of units, crediting units into the Clearing Corporation's pool account shall discharge the Mutual Fund/AMC of its obligation to allot units to the Unit Holder.</p> <p>For any grievances with respect to transactions through BSE and/or NSE, investors can approach their distributor or the investor grievance cell of the respective stock exchange. Investors who wish to transact through the stock exchange mechanism shall submit their application forms to the empaneled distributors / registered brokers with NSE / BSE.</p> <p>The facility of transacting in mutual fund scheme through the stock exchange infrastructure is subject to such operating guidelines, terms and conditions as may be prescribed by the respective stock exchange from time to time.</p>
<b>Transactions through electronic mode</b>	<p>Subject to the applicable terms and conditions, the AMC/ Mutual Fund/ Registrar/ or any of their agents or representative ("Recipient") may accept instructions/transaction requests transmitted through any electronic mode as may be permitted by the AMC from time to time ("electronic transactions") by such investor ("transmitter").</p> <p>The acceptance of the electronic transactions will be solely at the risk of the transmitter and the Recipient shall not be liable and/or responsible for any loss or damage caused to the transmitter directly and/or indirectly, as a result of</p>



	<p>sending and/or purporting to send such electronic transactions including where such transactions are not processed by the Recipient for any reason whatsoever.</p> <p>The transmitter acknowledges that electronic transactions is not a secure means of giving instructions / transactions requests and is aware of the risks involved including but not limited to such instructions/requests being inaccurate, imperfect, ineffective, illegible, having a lack of quality or clarity, garbled, altered, distorted, not timely etc. Further, the request to the Recipient to act on any electronic transactions is for the transmitter's convenience and the Recipient is not obliged or bound to act on the same.</p> <p>The transmitter authorizes the Recipient to accept and act on the electronic transactions that the Recipient believes in good faith to be given by the transmitter duly signed. The Recipient at its discretion may treat such electronic transactions as final for all record purposes.</p> <p>In case there is any discrepancy between the particulars mentioned in the electronic transactions and the original document/s that may be received thereafter, the Recipient shall not be liable for any consequences arising therefrom.</p> <p>The transmitter agrees that security procedures adopted by the Recipient may include signature verification and such other measures as the Recipient may deem fit.</p> <p>The transmitter accepts that the electronic transactions shall be time stamped (wherever required) upon receipt by the Recipient in accordance with SEBI (MF) Regulations.</p> <p>In consideration of the Recipient accepting and at its sole discretion acting on any electronic transactions received / purporting to be received from the transmitter, the transmitter hereby agrees to indemnify and keep indemnified the AMC, Directors, employees, agents, representatives of the AMC, Mutual Fund and Trustee (hereinafter referred to as 'indemnified parties') from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs and expenses of whatever nature (whether actual or contingent) directly or indirectly suffered or incurred, against the indemnified parties whatsoever arising from and/or in connection with or in any way relating to the indemnified parties in good faith accepting and acting on the electronic transactions.</p> <p>The AMC reserves the right to modify the terms and conditions and/or to discontinue the facility at any time.</p>
<p><b>Transactions through tele-transact facility</b></p>	<p>Existing Unit Holders/investors in the category of HUF, Sole Proprietor or Individual and whose mode of holding in the folio is either "Single" / "Anyone or Survivor" are eligible to avail tele transact facility for permitted transactions on the terms and conditions set out by the Mutual Fund, by making a phone call to our <b>Toll Free No. 1800 - 2670 – 189</b>. The facility is available to investors who have accounts with select banks participating in National Automated Clearing House (NACH). Investors can refer to the website of NACH (<a href="http://www.npci.org.in">www.npci.org.in</a>) for further details. The facility is currently available only for lump sum/additional purchase and is not available for Switch / Redemption/ SIPs. Once registered, the maximum amount that can be invested through the facility is Rs. 2,00 000/- per business day. However, the actual amount of investment cannot exceed the value mentioned by the investor in the mandate form.</p> <p>The AMC has the right to ask such additional information from the investors before allowing them to avail the facility. If, for any reason, the AMC is not satisfied with the replies of the investors, the AMC, at its sole discretion, can refuse access of this facility to the investors. This facility is not available for transactions of non-commercial nature.</p>

	<p>The cut off time for the facility is 2.00 p.m. on all business days. If the call is received after the above cut off time, the same would be considered as transaction for the next business day. All calls received up to the specified cut off times, shall be eligible for the applicable NAV.</p> <p>Investors shall not assign any right or interest or delegate any obligation arising herein. Investors shall take responsibility for all the transactions conducted by using the facility and shall abide by the records at the AMC. Further, the investors may note that such records generated by the AMC shall be conclusive proof and binding for all purposes and may be used as evidence in any proceedings and the investor by using the facility, unconditionally waives all objections in this behalf.</p> <p>The AMC may at its sole discretion suspend the facility in whole or in part at any time without any prior notice.</p> <p>Investors shall at all times be bound by any modifications and/or variations made to these Terms and Conditions by the AMC at its sole discretion and without notice to them. Investors shall not hold the AMC liable for the following:</p> <ol style="list-style-type: none"> <li>a. For any transaction using the facility carried out in good faith by the AMC on instructions of the investors.</li> <li>b. For unauthorized usage/ unauthorized transactions conducted by using the facility.</li> <li>c. For any direct or indirect loss or damage incurred or suffered by the investors due to any error, defect, failure or interruption in the provision of the facility arising from or caused by any reason whatsoever.</li> <li>d. For any negligence/mistake or misconduct by the investors.</li> <li>e. For any breach or non-compliance by the investors of the rules/ terms and conditions stated in the SID.</li> <li>f. For AMC accepting instructions given by any one of the investors in case of joint account/s having mode of operations as "Either or Survivor" or "anyone or survivor".</li> <li>g. For allowing any person who provides the relevant information pertaining to the investors, to transact using the facility. The AMC shall be under no obligation to further ascertain the identity of the investors.</li> <li>h. For not carrying out any such instructions where the AMC has reasons to believe (which decision of the AMC the investors shall not question or dispute) that the instructions given are not genuine or are otherwise improper, unclear, vague or cause for doubt.</li> <li>i. For carrying out a transaction after such reasonable verification as the AMC may deem fit regarding the identity of the investors.</li> <li>j. In case of error in NAV communication.</li> <li>k. For accepting instructions given by any one of the investors or their authorized person.</li> </ol> <p>For detailed terms and conditions investors are requested to refer the tele-transact mandate registration form available on our website <a href="http://www.barodamf.com">www.barodamf.com</a>.</p>
<p><b>Transactions through MF Utility</b></p>	<p>The AMC has entered into an agreement with MF Utilities India Private Limited ("MFUI"), a "Category II – Registrar to an Issue" under SEBI (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, for usage of MF Utility ("MFU") - a shared services initiative of various Asset Management Companies, which acts as a transaction aggregator for transacting in multiple schemes of various mutual funds with a single form/transaction request and a single payment instrument/instruction. Accordingly, all financial and non-financial transactions pertaining to Scheme can be submitted through MFU either electronically or physically at the authorized Points of Service ("POS") of MFUI. The list of POS published on the website of MFUI at <a href="http://www.mfuindia.com">www.mfuindia.com</a>, as may be updated from time to time, will be considered as the Investor Service Centres for transactions in the Scheme.</p>

	<p>For queries of clarifications relating to MFU, investors may contact the Customer Care of MFUI on +91-22-6134 4316 (during the business hours on all days except Sunday and Public Holidays) or send an email to <a href="mailto:clientservices@mfindia.com">clientservices@mfindia.com</a>.</p>
<p><b>Who can invest</b></p> <p>This is an indicative list and you are requested to consult your financial advisor to ascertain whether the scheme is suitable to your risk profile.</p>	<p>Prospective investors are advised to satisfy themselves that they are not prohibited by any law governing such entity and any Indian law from investing in the Scheme and are authorized to purchase units of mutual funds as per their respective constitutions, charter documents, corporate / other authorisations and relevant statutory provisions. The following is an indicative list of persons who are generally eligible and may apply for subscription to the Units of the Scheme:</p> <ol style="list-style-type: none"> <li>a. Indian resident adult individuals, either singly or jointly (not exceeding three);</li> <li>b. Minor through parent / lawful guardian; (please see the note below)</li> <li>c. Companies, bodies corporate, public sector undertakings, association of persons or bodies of individuals and societies registered under the Societies Registration Act, 1860;</li> <li>d. Religious and Charitable Trusts, Wakfs or endowments of private trusts (subject to receipt of necessary approvals as required) and Private Trusts authorised to invest in mutual fund schemes under their trust deeds;</li> <li>e. Partnership Firms constituted under the Partnership Act, 1932;</li> <li>f. A Hindu Undivided Family (HUF) through its Karta;</li> <li>g. Banks (including Co-operative Banks and Regional Rural Banks) and Financial Institutions;</li> <li>h. Non-Resident Indians (NRIs) / Persons of Indian Origin (PIO) on full repatriation basis or on non-repatriation basis;</li> <li>i. Foreign Portfolio Investors (FPIs) registered with SEBI on full repatriation basis;</li> <li>j. Army, Air Force, Navy and other para-military funds and eligible institutions;</li> <li>k. Scientific and Industrial Research Organisations;</li> <li>l. Provident / Pension / Gratuity and such other Funds as and when permitted to invest;</li> <li>m. International Multilateral Agencies approved by the Government of India / RBI; and</li> <li>n. The Trustee, AMC or Sponsor or their associates (if eligible and permitted under prevailing laws).</li> <li>o. A Mutual Fund through its schemes, including Fund of Funds schemes.</li> </ol> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>a) Minor can invest in any scheme of Baroda Mutual Fund through his/her guardian only. Minor Unit holder on becoming major may inform the Registrar about attaining majority and provide his specimen signature duly authenticated by his banker as well as his details of bank account and PAN (if required) to enable the Registrar to update their records and allow him to operate the Account in his own right.</li> <li>b) Non Resident Indians and Persons of Indian Origin residing abroad (NRIs) / Foreign Portfolio Investors (FPIs) have been granted a general permission by Reserve Bank of India [Schedule 5 of the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 for investing in / redeeming units of the mutual funds subject to conditions set out in the aforesaid regulations.</li> <li>c) In case of application under a Power of Attorney or by a limited company or a corporate body or an eligible institution or a registered society or a trust fund, the original Power of Attorney or a certified true copy duly notarised or the relevant resolution or authority to make the application as the case may be, or duly notarised copy</li> </ol>

thereof, along with a certified copy of the Memorandum and Articles of Association and/or byelaws and / or trust deed and / or partnership deed and Certificate of Registration should be submitted. The officials should sign the application under their official designation. A list of specimen signatures of the authorised officials, duly certified / attested should also be attached to the Application Form. In case of a Trust / Fund, it shall submit a resolution from the Trustee authorizing such purchases.

Applications not complying with the above are liable to be rejected.

- d) Returned cheques are liable not to be presented again for collection, and the accompanying application forms are liable to be rejected. In case the returned cheques are presented again, the necessary charges are liable to be debited to the investor.

**Who cannot invest?**

It should be noted that the following entities cannot invest in the scheme:

1. Any individual who is a Foreign National;
2. Overseas Corporate Bodies (OCBs) shall not be allowed to invest in the Scheme. These would be firms and societies, which are held directly or indirectly but ultimately to the extent of at least 60% by NRIs and trusts in which at least 60% of the beneficial interest is similarly held irrevocably by such persons (OCBs).
3. NRIs residing in Non-Compliant Countries and Territories ("NCCTs") as determined by the Financial Action Task Force ("FATF") from time to time / a resident of a country which is not a signatory of International Organization of Securities Commissions, (IOSCO) Multilateral Memorandum of Undertaking.
4. NRIs and PIOs who are resident of United States of America and Canada.
5. NRIs and PIOs who are resident of OFAC/EU sanctioned parties and countries viz., North Korea, Sudan (excluding Southern Sudan), Burma (Myanmar), Syria, Cuba and Iran.
6. Such other person as may be specified by the AMC from time to time.

**Notes:**

- a) No fresh/ additional purchases/switches in the Scheme would be allowed and existing registered Systematic Investment Plans and Systematic Transfer Plans would be ceased if an existing Unit Holder(s) subsequently becomes a U.S. Person(s) or Resident(s) of the aforesaid places. Such Unit holder(s) will not be able to purchase any additional Units in any of the schemes. However, existing Unit holders will be allowed to redeem their units from the schemes of the Fund.
- b) For transactions on the Stock Exchange platform, while transferring units to the investor's account, if the investor has an address of any of the above-mentioned countries, then such transactions are liable to be rejected / folio frozen.

The Trustee of Baroda Mutual Fund reserves the right to include / exclude new / existing categories of investors to invest in the Scheme from time to time, subject to SEBI Regulations and other prevailing statutory regulations, if any.

Subject to the Regulations, any application for Units may be accepted or

	<p>rejected in the sole and absolute discretion of the Trustee. For example, the Trustee may reject any application for the Purchase of Units if the application is invalid or incomplete or if, in its opinion, increasing the size of any or all of the Scheme's Unit capital is not in the general interest of the Unit holders, or if the Trustee for any other reason does not believe that it would be in the best interest of the Scheme or its Unit holders to accept such an application. The AMC / Trustee may need to obtain from the investor verification of identity or such other details relating to a subscription for Units as may be required under any applicable law, which may result in delay in processing the application.</p>
<p><b>Transfer of Units</b></p>	<p>Units held in physical form shall be non-transferable.</p> <p>However, if a person becomes a holder of the Units consequent to an operation of law or upon enforcement of a pledge, the Fund will, subject to production of satisfactory evidence, effect the transfer, if the transferee is otherwise eligible to hold the Units. Similarly, in cases of transfers taking place consequent to death, insolvency etc., the transferee's name will be recorded by the Fund, subject to production of satisfactory evidence.</p> <p>Units held in demat form will be transferable and will be subject to the transmission facility in accordance with the provisions of the SEBI (Depositories and Participants) Regulations, 1996, as may be amended from time to time.</p> <p>Further, in the case of Units held in dematerialized mode, transfer of Units through off market transactions shall not be permissible. Consequently, any request for redemption of Units acquired through off market transactions shall be liable for rejection.</p>
<p><b>Restrictions, if any, on the right to freely retain or dispose of units being offered</b></p>	<p>In terms of SEBI circular SEBI/HO/IMD/DF2/CIR/P/2016/57 dated May 31, 2016, the repurchase/redemption (including switch-out) of units of the Scheme may be restricted under any of the following circumstances:</p> <ul style="list-style-type: none"> <li>(i) <b>Liquidity issues</b> – When the market at large becomes illiquid affecting almost all securities rather than any issuer specific security;</li> <li>(ii) <b>Market failures, exchange closures</b> - When markets are affected by unexpected events which impact the functioning of exchanges or the regular course of transactions. Such unexpected events could also be related to political, economic, military, monetary or other emergencies.</li> <li>(iii) <b>Operational issues</b> - When exceptional circumstances are caused by <i>force majeure</i>, unpredictable operational problems and technical failures (e.g. a black out).</li> </ul> <p>Further, the aforesaid restriction may be imposed for a specified period of time not exceeding 10 working days in any 90 days period. Any imposition of the above restriction would be specifically approved by the Board of Directors of the AMC and Trustee and the same would be informed to SEBI immediately. When restriction on redemption is imposed, the following procedure shall be applied:</p> <ul style="list-style-type: none"> <li>i. No redemption requests upto Rs. 2 lakh shall be subject to such restriction.</li> <li>ii. Where redemption requests are above Rs. 2 lakh, the AMC shall redeem the first Rs. 2 lakh without such restriction and remaining part over and above Rs. 2 lakh shall be subject to such restriction.</li> </ul> <p>Units of the Scheme are not transferable, except if held in demat form, which are freely transferable from one demat account to another demat account. In case a person becomes a holder of Units by operation of law or upon enforcement of pledge AMC shall, subject to production of such satisfactory evidence and submission of such documents by the transferee, proceed to effect the transfer, if the intended transferee is otherwise eligible to hold the Units of the Scheme concerned. The provisions in respect of deletion of names will not be applicable in case of death of a Unit holder (in</p>

	<p>the case of joint holdings) as this is treated as transmission of Units and not as transfer.</p> <p><b><u>Pledge of Units</u></b></p> <p>Units under the Scheme may be offered as security by way of a pledge / charge in favour of scheduled banks, financial institutions, non-banking finance companies (NBFCs) or any other body. The AMC and / or the Registrar will note and record the pledge of Units. The AMC shall mark a lien only upon receiving the duly completed form and documents, as it may require. Disbursement of the loans will be at the entire discretion of the bank / financial institution / NBFC or other body concerned and the Mutual Fund/AMC assumes no responsibility for that. The Pledgor will not be able to redeem Units that are pledged until the entity to which the Units are pledged provides a written authorization to the Mutual Fund that the pledge / lien charge may be removed. As long as the Units are pledged, the Pledgee will have complete authority to redeem such Units.</p> <p><b><u>Lien on Units</u></b></p> <p>On an ongoing basis, when existing and new investors make subscriptions, a lien on units allotted will be created and such units shall not be available for redemption until the payment proceeds are realised by the Scheme. In the event of purchase, if the cheque / payment instrument is dishonoured by the bank, the transaction shall be reversed and the units allotted earlier shall be cancelled. In case a Unit holder puts in a redemption request soon after making a purchase and before the units have been allotted, the redemption request will be rejected. However, the AMC reserves the right to change operational guidelines for lien on units from time to time. Units held in demat form will be freely transferable from one demat account to another demat account. Units held in demat mode can be pledged and lien can be marked as per the provisions of the Depositories Act and Rules and Regulations framed by Depositories.</p> <p><b><u>Non-availability of PAN details of existing non-exempt PAN folios</u></b></p> <p>In accordance with the applicable SEBI circulars issued in relation to mandatory requirement of PAN, redemption transactions shall be rejected by the AMC/ Registrar in case of non-availability of PAN details of existing non-exempt PAN folios, effective October 01, 2019. Existing non-exempt PAN unit holders are requested to update their PAN details on the AMC website (<a href="http://www.barodamf.com">www.barodamf.com</a>). Alternatively, they can submit self attested copy of the same to any of the AMC / Registrar offices.</p>
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**C. PERIODIC DISCLOSURES**

<p><b>Net Asset Value</b></p> <p>This is the value per unit of the scheme on a particular day. You can ascertain the value of your investments by multiplying the NAV with your unit balance.</p>	<p>The AMC will calculate and disclose the first NAV of the Scheme within 5 Business Days from the date of allotment of Units. Subsequently, the AMC will calculate and disclose the NAVs on every Business Day.</p> <p>The methodology of calculating the sale and repurchase price of units is given below :</p> <p>Subscription (Sale) Price = Applicable NAV * (1+Entry Load)</p> <p>Eg. If the Applicable NAV is Rs. 10, and Entry Load is 1%, then the subscription price will be : Rs. 10*(1+0.01) = Rs. 10.10</p> <p>Unit holders may note that the Regulations do not permit any Entry Load for subscription of Units, and accordingly, the subscription price will be the Applicable NAV.</p> <p>Redemption (Repurchase) Price = Applicable NAV * (1-Exit Load)</p> <p>Eg. If the Applicable NAV is Rs. 10, and Exit Load is 1%, then the</p>
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	<p>redemption price will be : Rs. <math>10*(1-0.01) = \text{Rs. } 9.90</math>.</p> <p>The AMC shall update the NAVs on its website (<a href="http://www.barodamf.com">www.barodamf.com</a>) and on the website of AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>) and shall extend the facility of sending the latest available NAVs to its Unit Holders through SMS, upon receiving a specific request in this regard.</p> <p>The AMC shall update the NAVs on the website of Association of Mutual Funds in India – AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>) by 11.00 p.m. or within such other time as may be mandated by SEBI.</p>
<b>Monthly Disclosure of Average Assets Under Management (AAUM)</b>	The AMC shall disclose on a monthly basis the AAUM as per the parameters prescribed by SEBI, on its website within 7 working days from the end of the month.
<b>Portfolio Disclosure</b>	<p>The AMC shall disclose the portfolio (along with ISIN) as on the last day of the month / half-year for all its schemes on its website (<a href="http://www.barodamf.com">www.barodamf.com</a>) and on the website of AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>) within ten days from the close of each month / half year respectively in a user-friendly and downloadable spreadsheet format.</p> <p>In case of Unit Holders whose e-mail addresses are registered, the Mutual Fund / AMC shall send via e-mail both the monthly and half-yearly statement of scheme portfolio within 10 days from the close of each month / half-year respectively.</p> <p>The Mutual Fund / AMC shall publish an advertisement every half-year, in the all India edition of at least two daily newspapers, one each in English and Hindi, disclosing the hosting of the half-yearly statement of its schemes portfolio on its website and on the website of AMFI and the modes such as SMS, telephone, e-mail or written request, through which a Unit Holder can submit a request for a physical or electronic copy of the statement of scheme portfolio.</p> <p>The Mutual Fund / AMC shall provide a physical copy of the statement of its scheme portfolio, without charging any cost, on specific request received from a Unit Holder.</p>
<b>Half Yearly Results</b>	The Mutual Fund/ AMC shall, within one month of the close of each half year, that is on 31st March and on 30th September, host a soft copy of its unaudited financial results on the AMC's website. The AMC shall publish an advertisement disclosing the hosting of such financial results on its website, in at least one English daily newspaper having nationwide circulation and in a newspaper having wide circulation published in the language of the region where the head office of the Fund is situated. Necessary link to this shall be provided on the AMFI website.
<b>Annual Report</b>	<p>The scheme-wise annual report of the Mutual Fund or an abridged summary thereof, shall be provided to all Unit Holders not later than four months (or such other period as may be specified by SEBI from time to time) from the date of closure of the relevant accounting year (i.e. 31<sup>st</sup> March each year).</p> <p>The scheme-wise annual report shall be hosted on the website of the Mutual Fund / AMC (<a href="http://www.barodamf.com">www.barodamf.com</a>) and on the website of AMFI (<a href="http://www.amfiindia.com">www.amfiindia.com</a>). In case of Unit Holders whose e-mail addresses are registered with the Mutual Fund, the scheme-wise annual reports or abridged summary thereof shall be e-mailed to such Unit Holders. The Mutual Fund / AMC shall provide a physical copy of the abridged summary of the Annual Report, without charging any cost, on specific request received from a Unit Holder.</p> <p>The Mutual Fund / AMC shall publish an advertisement in the all India edition of at least two daily newspapers, one each in English and Hindi, every year disclosing the hosting of the scheme-wise annual report on its</p>



	<p>website and on the website of AMFI and the modes such as SMS, telephone, e-mail or written request, through which a Unit Holder can submit a request for a physical or electronic copy of the scheme-wise annual report or abridged summary thereof.</p> <p>The full Annual Report shall be available for inspection at the Head Office of the Mutual Fund and a copy thereof shall be made available to the Unit Holders on request.</p>															
<b>Associate Transactions</b>	Please refer to Statement of Additional Information (SAI).															
<p><b>Taxation</b></p> <p><b>Rates applicable for the FY 20-21</b></p> <p>The information is provided for general information only. However, in view of the individual nature of the implications, each investor is advised to consult his or her own consult with their tax advisors/authorized dealers with respect to the specific amount of tax and other implications arising out of his or her participation in the scheme.</p>	<p>Tax rates applicable as per the Finance Act, 2020:</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Deduction of tax at source by the Fund</th> <th>In the hands of resident Investors</th> </tr> </thead> <tbody> <tr> <td>Tax on Dividends<sup>#</sup></td> <td>10% <sup>\$\$</sup></td> <td>Nil</td> </tr> <tr> <td><b>Capital Gains *</b></td> <td></td> <td></td> </tr> <tr> <td>Long Term (above Rs. 1 lakh) (Units held for more than 12 months)</td> <td>Nil</td> <td>10%<sup>\$\$</sup></td> </tr> <tr> <td>Short Term (Units held for not more than 12 months)</td> <td>Nil</td> <td>15%<sup>\$\$</sup></td> </tr> </tbody> </table> <p><sup>#</sup> plus applicable surcharge<sup>\$\$</sup> and health and education cess<sup>%</sup></p> <p>Note:</p> <ol style="list-style-type: none"> <li>The Finance Act, 2020 abolishes income distribution tax and instead proposes to tax income from mutual fund units in the hands of the unit holders.</li> <li>Dividend Income is taxable in the hands of investor as per applicable tax rates/slab rates.</li> </ol> <p>In case of Non Resident Indians,:</p> <ol style="list-style-type: none"> <li>Tax will be deducted at source on dividend distributed to unitholder at the rate of 20%<sup>!</sup> plus applicable surcharge<sup>§</sup> and health and education cess<sup>%</sup></li> <li>Income-tax will be deducted at source from the capital gains<sup>**</sup> under section 195 of the Income Act, as follows: <ul style="list-style-type: none"> <li>- On income by way of long-term capital gains on transfer of units at the rate of @ 10% (plus applicable surcharge and health and education cess)</li> <li>- On income by way of short-term capital gains @ 15% (plus applicable surcharge and health and education cess)</li> </ul> </li> </ol> <p><sup>**</sup> Securities transaction tax (STT) will be deducted on equity funds at the time of redemption / switch out to the other schemes.</p> <p><sup>!</sup> Mutual funds are required to withhold tax on income in respect of units at the rate of 10% on income (in excess of INR 5,000) paid to a Resident &amp; 20% on any income paid to a Non-Resident. However, CBDT issued a Press Release on May 13, 2020, announcing a reduction in rate of Tax Deduction at Source (TDS) &amp; Tax Collection at Source (TCS) in order to provide more funds in the hands of taxpayers for dealing with economic situation arising out of Covid 19 Pandemic. The Rates of TDS for non-salaried specified payments made to the Residents has been reduced by 25% for the period 14th May 2020 to 31st March 2021</p> <p><b>§ Surcharge is applicable as follows in case of non-corporate unitholders:</b></p> <p><input type="checkbox"/> 10% of the tax payable to be levied on individuals /HUFs or AOP's or BOIs whose total income exceeds Rs 50 lakhs but does not exceed Rs 1</p>	Particulars	Deduction of tax at source by the Fund	In the hands of resident Investors	Tax on Dividends <sup>#</sup>	10% <sup>\$\$</sup>	Nil	<b>Capital Gains *</b>			Long Term (above Rs. 1 lakh) (Units held for more than 12 months)	Nil	10% <sup>\$\$</sup>	Short Term (Units held for not more than 12 months)	Nil	15% <sup>\$\$</sup>
Particulars	Deduction of tax at source by the Fund	In the hands of resident Investors														
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<b>Capital Gains *</b>																
Long Term (above Rs. 1 lakh) (Units held for more than 12 months)	Nil	10% <sup>\$\$</sup>														
Short Term (Units held for not more than 12 months)	Nil	15% <sup>\$\$</sup>														

	<p>crore.</p> <ul style="list-style-type: none"> <li>□ 15% of the tax payable to be levied on individuals / HUFs or AOP's or BOIs whose total income exceeds Rs. 1 Cr but does not exceed Rs. 2 Cr.</li> <li>□ 25% of the tax payable to be levied on individuals / HUFs or AOP's or BOIs whose total income exceeds Rs. 2 Cr but does not exceed Rs. 5 Cr.</li> <li>□ 37% of Base tax where specified income exceeds Rs. 5 crores.</li> </ul> <p>Specified income – Total income excluding income under the provisions of section 111A and 112A of the Act. Further, Health and Education cess to be levied at the rate of 4% on aggregate of base tax and surcharge.</p> <p><b>@ Surcharge is applicable as follows in case of domestic corporate unitholders :</b>  7% to be levied where income exceeds Rs 1 crore but less than Rs. 10 crores and at 12%, where income exceeds Rs. 10 crores. In case of Partnership firm, surcharge at 12% is applicable, where the income exceeds Rs.1 crore. If the income does not exceed Rs. 1 crore, the surcharge is NIL.</p> <p>However, surcharge at a flat rate of 10% to be levied on the base tax for the companies opting for lower rate of tax of 22%/15%.</p> <p>Corporate Tax shall be levied at 25% for the financial year 2020-21, if the total turnover or gross receipts of the financial year 2018-19 does not exceed INR 400 crores. If a company decides to opt for the new taxation regime as per the Taxation Law Amendment Act, 2019, then tax shall be levied at the rate of 22%.</p> <p>%Health and Education Cess is applicable at the rate of 4% on aggregate of base tax and surcharge</p> <p>*Income-tax at the rate of 10% (without indexation benefit and foreign exchange fluctuation) to be levied on long-term capital gains exceeding Rs. 1 lakh provided transfer of such units is subject to STT.</p> <p>Where the gains are long term in nature, the deduction of tax will be after providing the indexation benefit.</p> <p><b>Note:</b> Investors are requested to note that the tax position prevailing at the time of investment may change in future due to statutory amendments. The Mutual Fund will pay/deduct taxes as per the applicable tax laws on the relevant date. Additional tax liability, due to such changes in the tax structure, shall be borne by the Unit Holders and not by the AMC or Trustee.</p> <p><b>Investors are advised to refer to the paragraph on Taxation in the Statement of Additional Information and also consult their own tax advisor with respect to the specific tax implications arising out of their participation in the Scheme.</b></p>
<p><b>Investor Services</b></p>	<p>Mr. Amitabh Ambastha  Baroda Asset Management India Limited  501, Titanium, 5<sup>th</sup> Floor, Western Express Highway Goregaon(E),  Mumbai – 400063  Tel.No. +91 22 6848 1000 Toll Free No. 1800-2670-189  Website : <a href="http://www.barodamf.com">www.barodamf.com</a>  Email: <a href="mailto:info@barodamf.com">info@barodamf.com</a></p> <p><b>For any grievances with respect to transactions through stock exchange mechanism, Unit Holders must approach either their stock broker or the investor grievance cell of the respective stock exchange or their distributor.</b></p>

#### D. COMPUTATION OF NAV

The NAVs of the Units of the Scheme will be computed by dividing the net assets of the Scheme by the number of Units outstanding on the valuation date. The Fund shall value its investments according to the valuation norms, as specified in Schedule VIII of the Regulations, or such norms as may be prescribed by SEBI from time to time. The NAVs of the Scheme shall be rounded off upto two decimals.

NAV of units under the Scheme shall be calculated as shown below :

$$\text{NAV (Rs.)} = \frac{\text{Market or Fair Value of Scheme's investments + Current Assets} - \text{Current Liabilities and Provisions}}{\text{No. of Units outstanding under Scheme on the valuation day}}$$

The NAVs of the Scheme will be calculated and declared on each Business Day. The valuation of the Scheme's assets and calculation of the Scheme's NAV shall be subject to audit on an annual basis and such regulations as may be prescribed by SEBI from time to time.

#### **NAV Information**

The AMC shall update the NAVs on the website of Association of Mutual Funds in India - AMFI ([www.amfiindia.com](http://www.amfiindia.com)) by 11.00 p.m. or such other time as may be mandated by SEBI, on a daily basis. In case of any delay, the reasons for such delay will be explained to AMFI and, if so mandated, SEBI, by the next day. If the NAVs are not available before commencement of business hours on the following day due to any reason, the Fund shall issue a press release providing reasons and explaining when the Fund will be able to publish the NAVs.

## V. FEES AND EXPENSES

This section outlines the expenses that will be charged to the Scheme.

### A. NEW FUND OFFER (NFO) EXPENSES :

Not applicable, as the Scheme is an ongoing scheme.

### B. ANNUAL SCHEME RECURRING EXPENSES:

These are the fees and expenses for operating the Scheme. These expenses include Investment Management and Advisory Fee charged by the AMC, custodial fees, registrar & transfer agent fees, marketing & selling expenses etc. Details of the TER for the Scheme are as given in the table below:

The AMC has estimated that up to 2.25% of the daily net assets of the Scheme will be charged to the Scheme as expenses. For the actual current expenses being charged, the investor should refer to the website of the Mutual Fund.

Particulars	% p.a. of daily Net Assets (Regular Plan)
Investment Management & Advisory Fee	Upto 2.25
Trustee fee	
Audit Fees	
Custodian Fees	
Registrar & Transfer Agent Fees	
Marketing & Selling Expenses including Agents' Commission	
Costs related to investor communications	
Costs of fund transfer from location to location	
Cost of providing account statements / dividend / redemption cheques/ warrants	
Cost of Statutory Advertisements	
Cost towards investor education & awareness (at least 2 bps)	
Brokerage & transaction cost over and above 12 bps and 5 bps for cash and derivative market trades respectively	
Goods & Service Tax (GST) on expenses other than investment and advisory fees	
GST on brokerage and transaction cost	
Other expenses <sup>§</sup>	
<b>Maximum Total expenses ratio (TER) permissible under Regulation 52 (6) (c)(i) and (6) (a)</b>	Upto 2.25
Additional expenses under Regulations 52(6A)(c) <sup>#</sup>	Upto 0.05
Additional expenses for gross new inflows from specified cities under regulation 52(6A) (b)%	Upto 0.30

<sup>§</sup>Any other expenses which are directly attributable to the Scheme, may be charged with approval of the Trustee within the overall limits as specified in the Regulations except those expenses which are specifically prohibited.

<sup>#</sup> Such expenses will not be charged if exit load is not levied / not applicable to the Scheme.

% Additional TER will be charged based on inflows only from retail investors (other than corporates and institutions) from B-30 cities. As per SEBI circular dated March 25, 2019, inflows of amount upto Rs. 2,00,000/- per transaction, by individual investors from B-30 cities, shall be considered as inflows from retail investors.

**Expense Structure for Direct Plan** - The annual recurring expenses will be within the limits specified under the Regulations. Commission/distribution expenses will not be charged in case of Direct Plan and hence, the TER of Direct Plan will be lower to the extent of the commission/distribution expenses vis-à-vis Regular Plan.

These estimates have been made in good faith as per the information available to the AMC, based on past experience, and are subject to change inter-se. Types of expenses charged shall be as per the SEBI Regulations. Investors may note that the above mentioned limits on TER are within the limits mandated by Regulation 52 (6) of the SEBI Regulations, which are as under:

- i. 2.25% on the first Rs.500 crores of daily net assets.
- ii. 2.00% on the next Rs. 250 crores of daily net assets.
- iii. 1.75% on the next Rs. 1,250 crores of daily net assets.
- iv. 1.60% on the next Rs. 3,000 crores of daily net assets.
- v. 1.50% on the next Rs. 5,000 crores of daily net assets.

vi. Total expense ratio reduction of 0.05% for every increase of Rs.5,000 crores of daily net assets or part thereof, on the next Rs.40,000 crores of the daily net assets.

vii. 1.05% on the balance of the assets.

The AMC will also annually set apart, for investor education and awareness initiatives, at least 0.02% on the daily net assets of the Scheme, which shall be within the maximum limit of TER as mentioned in the table above. Further, in addition to the TER, the following costs or expenses may be charged to the Scheme, namely:

- (a) brokerage and transaction costs which are incurred for the purpose of execution of trades may be capitalised to the extent of 12 bps in case of cash market transactions and 5 bps in case of derivatives transactions. Any payment towards brokerage and transaction cost, over and above the aforesaid limits may be charged to the Scheme within the maximum limit of TER mandated by Regulation 52(6) of the SEBI Regulations;
- (b) expenses not exceeding of 0.30% of daily net assets, if the new inflows from such cities as specified by SEBI from time to time are at least (i) 30% of gross new inflows in the scheme, or (ii) 15% of the average assets under management (year to date) of the scheme, whichever is higher. Provided that if inflows from such cities are less than the higher of (i) or (ii) above, such expenses on the daily net assets of the Scheme shall be charged on a proportionate basis. Provided further that the expenses charged under this provision shall be utilised for distribution expenses incurred for bringing inflows from such cities. Provided further that the amount incurred as expense on account of inflows from such cities shall be credited back to the scheme in case the said inflows are redeemed within a period of one year from the date of investment. These additional expenses can be charged based on inflows only from retail investors (other than corporates and institutions) from B-30 cities. As per SEBI Circular dated March 25, 2019, inflows of amount upto Rs. 2,00,000/- per transaction, by individual investors from B-30 cities, shall be considered as inflows from retail investors. Additional commission for B-30 cities shall be paid as trail only.
- (c) additional expenses, incurred towards different heads, not exceeding 0.05% of the daily net assets of the Scheme. However, such expenses will not be charged if exit load is not levied / not applicable to the Scheme.

Investors may note that GST on investment and advisory fees may be charged to the Scheme in addition to the maximum limit of TERs mentioned in the table above. GST on expenses other than investment and advisory fees, if any, shall be borne by the Scheme within the maximum limit of TER as mentioned in the table above. GST on brokerage and transaction costs paid for asset purchases, if any, shall be within the limit prescribed under Regulation 52 of the SEBI Regulations.

The Mutual Fund would update the current expense ratios on the website at least three working days prior to the effective date of the change. Investors can refer to our website (<http://www.barodamf.com/Downloads/Pages/expenseratio.aspx>) for details on Total Expense Ratio (TER).

### **C. LOAD STRUCTURE**

Load is an amount which is paid by the investor to subscribe to the units or to redeem units from the Scheme. This amount is used by the AMC to pay commissions to the distributor and to take care of other marketing and selling expenses. Load amounts are variable and are subject to change from time to time. For the current applicable structure, please refer to the website of the Fund/AMC ([www.barodamf.com](http://www.barodamf.com)) or call on the number, 1800-2670-189) or contact your distributor.

The details of Entry and Exit Load charged under the Scheme are as follows:

#### **Entry Load**

In accordance with the requirements of SEBI circular no. SEBI/IMD/CIR No.4/168230/09 dated June 30, 2009 no entry load is charged for purchase / additional purchase / switch-in accepted by the Fund. Similarly, no entry load is charged with respect to applications for registrations under systematic investment plans/ systematic transfer plans accepted by the Fund with effect from August 01, 2009.

The upfront commission on investment made by the investor, if any, shall be paid to the ARN Holder directly by the investor, based on the investor's assessment of various factors including service rendered by the ARN Holder.

Pursuant to SEBI circular No. SEBI/IMD/CIR No. 14/120784/08 dated March 18, 2008, with effect from April 1, 2008, no entry load or exit load shall be charged in respect of units allotted on reinvestment of dividend.

#### **Exit Load**

- If units are redeemed upto 10% of the units held, on or before one year from the date of allotment : Nil
- If units are redeemed over and above the 10% limit, on or before one year from the date of allotment : 1% of the applicable Net Asset Value (NAV)
- If units are redeemed after one year from the date of allotment: Nil

The above exit load shall be applicable on a prospective basis to all subscription transactions , excluding switch-ins.

No Exit Load will be charged for switches between the options / Plans under the Scheme. Investors are requested to check the prevailing load structure of the Scheme, before investing.

The Exit Load [net of Goods & Service Tax (“GST”)] charged, will be credited to the Scheme.

For any change in load structure, the AMC will issue an addendum and display it on the website/ISCs.

Any imposition or enhancement in the load shall be applicable on prospective investments only. However, the AMC shall not charge any load on units allotted on reinvestment of dividend for existing as well as prospective investors. At the time of changing the load structure, the Mutual Fund may consider the following measures to avoid complaints from investors about investment in the Scheme without knowing the loads:

- a. The addendum detailing the changes may be attached to SIDs and KIM. The addendum may be circulated to all the distributors/brokers so that the same can be attached to all SIDs and KIM already in stock.
- b. Arrangements may be made to display the addendum in the Scheme Information Document in the form of a notice in all the ISCs and distributors/brokers office.
- c. The introduction of the Exit Load along with the details may be stamped in the acknowledgement slip issued to the investors on submission of the application form and may also be disclosed in the statement of accounts issued after the introduction of such load.
- d. A public notice shall be given in respect of such changes in one English daily newspaper having nationwide circulation as well as in a newspaper published in the language of region where the Head Office of the Mutual Fund is situated.
- e. Any other measures which the Mutual Fund may feel necessary.

Investors are requested to check the prevailing load structure of the Scheme before investing. The list of ISCs of the AMC is available in this Scheme Information Document and on the website of the Mutual Fund.

### **(b) Transaction Charge**

In order to enable people with small saving potential to invest in mutual fund products and to increase the reach of mutual fund products in urban areas and smaller towns, SEBI has permitted a transaction charge to be paid to distributors, as detailed below:

- (i) A transaction charge (presently Rs. 100/-) on every subscription of or above a certain amount (presently Rs. 10,000/-) will be deducted from the subscription amount for an existing investor in mutual funds, and the balance subscription amount will be invested.
- (ii) In case of an investor investing in mutual funds for the first time, a transaction charge (presently Rs.150/-)\* on a subscription of or above a certain amount (presently Rs.10, 000/-) will be deducted from the subscription amount, and the balance subscription amount will be invested.

\*In the case of any applicable transaction, where the AMC/Fund/Registrar is unable to identify whether the investor concerned is a first-time investor in mutual funds, the transaction charge applicable to existing investors in mutual funds (presently Rs. 100/-) will be deducted from the subscription amount, and the balance will be invested.

- (iii) For subscriptions lesser than a certain amount (presently Rs. 10,000/-), no transaction charges will be deducted from the subscription amount, and the entire subscription amount will be invested.

The transaction charge referred to in (i) and (ii) above will be payable only for transactions done through a distributor who has opted to receive the transaction charge on product basis.



- (iv) In the case of SIPs, the transaction charge shall be applicable only if the total commitment through SIPs, i.e. amount per SIP installment x No. of instalments, is of or above a certain amount (presently Rs. 10,000/-). In such cases, the transaction charge will be recovered in 4 installments.
- (v) There shall be no transaction charge on (i) transactions other than purchases/subscriptions relating to new inflows (eg. switch, STP) and (ii) direct transactions, i.e. where no distributor is involved.
- (vi) The CAS/account statement will clearly state the net investment, being gross subscription less transaction charge, and give the number of units allotted against the net investment.

Investors may note that the terms and conditions relating to applicability of transaction charge will also be part of the application form and may change from time to time on account of directions from SEBI and/or at the discretion of the AMC, subject to compliance of applicable requirements of SEBI at all times. Investors may also note that upfront commission to distributors shall continue to be paid by them directly by a separate cheque based on their assessment of various factors including the service rendered by the distributors.

For any change in the terms and conditions relating to applicability of transaction charge, the AMC will issue an addendum and display it on the website/at Investor Service Centres.

#### **D. WAIVER OF LOAD FOR DIRECT APPLICATIONS**

In terms of SEBI Circular dated no. SEBI/IMD/CIR no. 4/168230/09 dated June 30, 2009, as no entry load can be charged by the AMC for any purchase or subscription of Units, waiver of load for direct applications does not apply.

#### **VI. RIGHTS OF UNIT HOLDERS**

Please refer to SAI for details.

#### **VII. PENALTIES, PENDING LITIGATION OR PROCEEDINGS, FINDINGS OF INSPECTIONS OR INVESTIGATIONS FOR WHICH ACTION MAY HAVE BEEN TAKEN OR IS IN THE PROCESS OF BEING TAKEN BY ANY REGULATORY AUTHORITY**

1. **All disclosures regarding penalties and action(s) taken against foreign Sponsor(s) may be limited to the jurisdiction of the country where the principal activities (in terms of income / revenue) of the Sponsor(s) are carried out or where the headquarters of the Sponsor(s) is situated. Further, only top 10 monetary penalties during the last three years shall be disclosed.**

Not applicable.

2. **In case of Indian Sponsor(s), details of all monetary penalties imposed and/ or action taken during the last three years or pending with any financial regulatory body or governmental authority, against Sponsor(s) and/ or the AMC and/ or the Board of Trustee Company; for irregularities or for violations in the financial services sector, or for defaults with respect to shareholders or debenture holders and depositors, or for economic offences, or for violation of securities law. Details of settlement, if any, arrived at with the aforesaid authorities during the last three years shall also be disclosed.**

There are no monetary penalties imposed and/ or action taken by any financial regulatory body or governmental authority, against Sponsor(s) and/ or the AMC and/ or the Trustee Company except for the following penalty levied on BOB by RBI :

During FY 2018-19, BOB paid an aggregate penalty of Rs. 5.75 crores, out of which Rs. 0.23 crores pertained to currency chest related penalties.

In July 2016, RBI imposed an aggregate penalty of Rs. 50,000,000/- on BOB vide its letter no DBS.CO.ICD./638/12.09.001/2016-17 dated July 19, 2016, in terms of Sec 47A(1)(c) read with Section 46(4)(i) of the Banking Regulation Act, 1949 for FEMA violations related to Import of Goods and Services.

3. **Details of all enforcement actions taken by SEBI in the last three years and/ or pending with SEBI for the violation of SEBI Act, 1992 and Rules and Regulations framed there under including debarment and/ or suspension and/ or cancellation and/ or imposition of monetary penalty/adjudication/enquiry proceedings, if any, to which the Sponsor(s) and/ or the AMC and/ or the Trustee Company and/ or any of the directors and/ or key personnel (especially the fund managers) of the AMC and Trustee Company were/ are a party. The details of the violation shall also be disclosed.**



Following inquiry/adjudication proceedings are in progress:

- a) The Bank was one of the bankers to the public issue of shares of Jaltarang Motels Limited ("Jaltarang") in December 1995. SEBI, by its order dated January 19, 2000 directed the Bank to refund the sum of Rs. 4,031,018/- being the application money for the shares released by the Bank to the Jaltarang with interest at 15% from March 25, 1996 i.e. the day the Bank allowed withdrawal of the funds by Jaltarang in respect of funds collected from the public issue. The Bank preferred an appeal before the Securities Appellate Tribunal and the Tribunal, by order dated July 27, 2000, rejected the appeal. The Bank has filed an appeal (Appeal No.2 of 2000) before the High Court, Mumbai against the said order of the Tribunal. The High Court, Mumbai, on November 13, 2000, granted interim relief of stay of the operation of the orders dated July 27, 2000 of the Securities Appellate Tribunal and January 19, 2000 of SEBI and has further applied for the matter be placed on the board for final hearing. The matter is still pending.
- b) The merchant banking division of the Bank was the pre-issue lead manager for the public issue of shares of Trident Steels Limited ("Trident") in November 1993. SEBI issued a show cause notice dated April 29, 2004 calling upon the merchant banking division of the Bank to show cause why action should not be taken against it for failing in its duty to exercise due diligence in the abovementioned public issue. SEBI alleged that the merchant banking division of the Bank did not disclose the material fact that 750,000 shares out of the pre issue capital of Trident had been pledged by the directors and holders of those shares to the Industrial Finance Branch of the Bank towards enhancement of various credit facilities extended by the Bank to Trident. In October 1989, the directors and holders of those shares had given an undertaking that as long as the dues of Trident to the Bank are not paid in full, they will not transfer, deal with or dispose of equity or preference shares held by them in the company or any shares that might be acquired in future, without prior written consent of the Bank. BOB Capital Markets Ltd., in its reply to the show cause notice, has submitted that it was the obligation of Trident to give true disclosures and that any punitive action will lie solely against Trident, its promoters and directors. The matter is still pending.
- c) The Bank had acted as lead managers to the public issue of Kraft Industries Limited ("Kraft") in May 1995. It is alleged that the Managing Director and Promoter of Kraft did not possess the qualifications as mentioned in the prospectus. SEBI has asked for qualification certificates/copies from the Bank. The Managing Director of Kraft has reported of having lost the certificates in transit. The Bank has replied accordingly to SEBI. Inquiry is still pending.
- d) M.S. Shoes East Limited (MS Shoes) came out with a public issue of 17,584,800 zero interest unsecured fully convertible debentures at Rs. 199 each aggregating Rs. 3,499,375,000/- in February 1995. The Bank was one of the lead managers to the issue with responsibility for post-issue management and had underwritten the issue up to Rs. 150,000,000/-. After the closure of the issue, MS Shoes complained to the underwriters that some of the cheques accompanying the application for subscription were returned unpaid resulting in the collected amount falling short of the minimum subscription amount. Therefore, MS Shoes called upon the underwriters to discharge their underwriting liability to the extent of proportionate devolution and raised a claim on the Bank for Rs. 116,665,043/- towards devolution of underwriting liability. The Bank declined the liability on the ground that since the issue was declared oversubscribed by the Registrars to the issue, no liability can devolve on the Bank under its underwriting commitment. SEBI had issued an enquiry notice dated July 20, 1995 to the Bank, but closed the matter, vide letter dated June 17, 1996, without imposing any penalty on the Bank.

Pursuant to a complaint filed on behalf of MS Shoes, FIR No. 415 of 2000 dated October 1, 2000 was registered by VIKASPURI Police Station Delhi under sections 406 and 420 of the Indian Penal Code against BOB Capital Markets Limited, the Bank, its principal officers including the then CMD, and others, alleging cheating and breach of trust. In the complaint, it has been submitted that the accused fraudulently and illegally induced MS Shoes to bring cheques from its associates and acquaintances so as to close the issue within four days, thereby representing to the public that the issue had been subscribed in full within the first four days. On this basis, the issue was represented to have been more than 90% subscribed and was closed by the accused. It is further submitted that the subscription having fallen down to about 40% within 30 days of the closure of the public issue, the underwriters were called to subscribe for the same in proportion, but many of the underwriters including the Bank did not obtain subscription as per the agreed underwriting amount. The High Court, New Delhi, by order dated December 11, 2000 in Criminal Writ No. 1221 of 2000 and Criminal Writ No. 1219 of 2000, ordered transfer of FIR No. 415 of 2000 to the Central Bureau of Investigation (CBI) and the same has been registered with the CBI, New Delhi as Crime No. RC.SIA-2001-E-0002 dated March 9, 2001. Investigation by the CBI is still pending.

4. **Any pending material civil or criminal litigation incidental to the business of the Mutual Fund to which the Sponsor(s) and/ or the AMC and/ or the Board of Trustees /Trustee Company and/ or any of the directors and/ or key personnel are a party should also be disclosed separately.**

BOB is, from time to time, involved in litigation relating to claims arising in the normal course of business. To the extent any such litigation is currently pending, none is reasonably expected to have a material adverse effect on BOB's financial condition or the ability of the AMC to act as the investment manager to the Mutual Fund. BOB is not involved in litigation incidental to the business of the Mutual Fund.

The AMC / Trustee is involved from time to time in litigation relating to claims arising in the normal course of business. In view of the AMC, the ultimate resolution of such claims will not materially affect its business or financial position.

5. **Any deficiency in the systems and operations of the Sponsor(s) and/ or the AMC and/ or the Board of Trustees/Trustee Company which SEBI has specifically advised to be disclosed in the SID, or which has been notified by any other regulatory agency, shall be disclosed.**

Nil.

#### **GENERAL INFORMATION**

• **Jurisdiction**

The jurisdiction for any matters or disputes arising out of the Scheme shall reside with the Courts in India.

• **Power to make Rules**

Subject to the Regulations, the Trustee may, from time to time, prescribe such terms and make such rules for the purpose of giving effect to the Scheme with power to the AMC to add to, alter or amend all or any of the terms and rules that may be framed from time to time.

• **Power to remove difficulties**

If any difficulties arise in giving effect to the provisions of the Scheme, the Trustee may, subject to the Regulations, do anything not inconsistent with such provisions, which appears to it to be necessary, desirable or expedient, for the purpose of removing such difficulty.

• **Scheme to be binding on the Unit Holders:**

Subject to the Regulations, the Trustee may, from time to time, add or otherwise vary or alter all or any of the features of investment plans and terms of the Scheme after obtaining the prior permission of SEBI and Unit Holders (where necessary), and the same shall be binding on all the Unit Holders of the Scheme and any person or persons claiming through or under them as if each Unit Holder or such person expressly had agreed that such features and terms shall be so binding.

The Scheme under this Scheme Information Document was approved by the Board of Directors of the Trustee on April 27, 2018.

**Notwithstanding anything contained in this Scheme Information Document, the provisions of the SEBI (Mutual Funds) Regulations, 1996 and the guidelines there under shall be applicable.**

**For and on behalf of Board of Directors of  
Baroda Asset Management India Limited**

(Formerly known as Baroda Pioneer Asset Management Company Limited)

sd/-

**Anthony Heredia  
Chief Executive Officer**

**Place : Mumbai  
Date : June 20, 2020**



**Contact Information**  
**Baroda Asset Management India Limited**  
**(Formerly known as Baroda Pioneer Asset Management Company Limited)**  
**CIN: U65991MH1992PLC069414**  
**501 Titanium, 5<sup>th</sup> Floor, Western Express Highway,**  
**Goregaon (E), Mumbai - 40063, India.**  
**Phone: +91 22 6848 1000 / 4219 7999.**  
**Fax: +91 22 6848 1001.**

## KFIN TECHNOLOGIES INVESTOR SERVICE CENTRES

●**Agartala:** Bidurkarta Chowmuhani, J.N. Bari Road, Tripura (West), Agartala 799 001 Tel: 0381-2317519 Email: [mfsagartala@karvy.com](mailto:mfsagartala@karvy.com)  
●**Agra:** 1st Floor, Deepak Wasan Plaza, Behind Holiday Inn, Sanjay Place, Agra 282 002 Tel: 7518801801 Email: [mfsagra@karvy.com](mailto:mfsagra@karvy.com)  
●**Ahmedabad:** 201/202 Shail Complex, Opp Madhusudan House, B/H Girish Cold Drink, Off C.G. Road, Navrangpura, Ahmedabad 380 006 Tel: 9081903021 Email: [ahmedabadmfd@karvy.com](mailto:ahmedabadmfd@karvy.com) ●**Ajmer:** 302, 3rd Floor, Ajmer Auto Building, Opposite City Power House, Jaipur Road, Ajmer 305 001 Tel: 0145-5120725 Email: [mfsajmer@karvy.com](mailto:mfsajmer@karvy.com) ●**Akola:** Yamuna Tarang Complex, Shop No.30, Ground Floor, N.H. No.06, Murtizapur Road, Opp Radhakrishna Talkies, Akola 444 004. Tel: 0724-2451874 Email: [mfsakola@karvy.com](mailto:mfsakola@karvy.com) ●**Aligarh:** 1st Floor, Kumar Plaza, Ramghat Road, Aligarh 202 001 Tel: 7518801802 Email: [mfsaligarh@karvy.com](mailto:mfsaligarh@karvy.com) ●**Allahabad:** Rsa Towers, 2nd Floor, Above Sony TV Showroom, 57, S.P. Marg, Civil Lines, Allahabad 211 001 Tel: 7518801803 Email: [allahabadmfd@karvy.com](mailto:allahabadmfd@karvy.com) ●**Alleppy:** 1st Floor, JP Towers, Mullackal, KSRTC Bus Stand, Alleppy 688 011 Tel: 0477 2263055 Email: [mfsalleppy@karvy.com](mailto:mfsalleppy@karvy.com) ●**Alwar:** 101, Saurabh Tower, Opp. Uit, Near Bhagat Singh Circle, Road No.2, Alwar 301 001 Tel: 0144-2335550 / 0144-2335551 Email: [mfsalwar@karvy.com](mailto:mfsalwar@karvy.com)  
●**Amaravathi:** Shop No.21, 2nd Floor, Gulshan Tower, Near Panchsheel Talkies, Jaistambh Square, Amaravathi 444 601 Tel: 0721 2569198 Email: [mfsamaravathi@karvy.com](mailto:mfsamaravathi@karvy.com) ●**Ambala:** 6349, Nicholson Road, Adjacent Kos Hospital, Ambala Cantt, Ambala 133 001 Tel: 7518801804 Email: [mfsambala@karvy.com](mailto:mfsambala@karvy.com) ●**Amritsar:** 72-A, Taylor's Road, Opp Aga Heritage Club, Amritsar 143 001 Tel: 0183-5053802 Email: [mfsamritsar@karvy.com](mailto:mfsamritsar@karvy.com) ●**Anand:** B-42 Vaibhav Commercial Center, Near TVS Down Town Show Room, Grid Char Rasta, Anand 380 001 Tel: 9081903038 Email: [mfsanand@karvy.com](mailto:mfsanand@karvy.com) ●**Ananthapur:** #15/149, 1st Floor, S R Towers, Subash Road, Opp. Lalitha Kala Parishad, Anantapur 515 001 Tel: 08554-244449 Email: [mfsananthapur@karvy.com](mailto:mfsananthapur@karvy.com) ●**Ankleshwar:** L/2 Keval Shopping Center, National Highway, Ankleshwar 393 002 Tel: 9081903037 Email: [mfsankleshwar@karvy.com](mailto:mfsankleshwar@karvy.com) ●**Asansol:** 114/71, G.T. Road, Bhanga Panchil, Near Nokia Care, Asansol 713 303 Tel: 0341-2220077 Email: [mfsasansol@karvy.com](mailto:mfsasansol@karvy.com) ●**Aurangabad:** Ramkunj Niwas, Railway Station Road, Near Osmanpura Circle, Aurangabad 431005 Tel: 0240-2343414 Email: [mfsaurangabad@karvy.com](mailto:mfsaurangabad@karvy.com) ●**Azamgarh:** 1st Floor, Alkal Building, Opp. Nagaripalika Civil Line, Azamgarh 276 001 Tel: 05462-247947 / 7518801805 Email: [mfsazamgarh@karvy.com](mailto:mfsazamgarh@karvy.com) ●**Balalore:** M.S. Das Street, Gopalgaon, Orissa, Balasore 756 001 Tel: 06782-260503 Email: [mfsbalasore@karvy.com](mailto:mfsbalasore@karvy.com) ●**Bangalore:** 59, Skanda Puttanna Road, Basavanagudi, Bangalore 560 004 Tel: 080-26602852 Email: [bangaloremfd@karvy.com](mailto:bangaloremfd@karvy.com) ●**Bankura:** Ambika Market Complex (Ground Floor), Nutanganj, Post & Dist Bankura, Bankura 722 101 Tel: 03242-255964 Email: [mfsbankura@karvy.com](mailto:mfsbankura@karvy.com) ●**Bareilly:** 1st Floor, Rear Side, A-Square Building, 154-A Civil Lines, Opp. D.M. Residence, Station Road, Bareilly 243 001. Tel: 7518801806 Email: [mfsbareilly@karvy.com](mailto:mfsbareilly@karvy.com)  
●**Barhampore (WB):** Thakur Market Complex, Gorabazar, Post Berhampore, Dist Murshidabad, No.72 Nayasarak Road, Barhampore (WB) 742 101 Tel: 0348- 2274494 / 0348-2254745 / 2309237 Email: [mfsbarhampore@karvy.com](mailto:mfsbarhampore@karvy.com) ●**Baroda:** 203, Corner Point, Jetalpur Road, Baroda 390 007, Gujarat Tel: 0265-2353506/07 Email: [barodamfd@karvy.com](mailto:barodamfd@karvy.com) ●**Begusarai:** Near Hotel Diamond, Surbhi Complex, O.C. Township Gate, Kapasiya Chowk, Begusarai 851 117 Tel: 7518801807 Email: [mfsbegusarai@karvy.com](mailto:mfsbegusarai@karvy.com) ●**Belgaum:** CTS No.3939/A2 A1, Above Raymond's Show Room, Beside Harsha Appliances, Club Road, Belgaum 590 001 Tel: 0831 2402544 Email: [mfsbelgaum@karvy.com](mailto:mfsbelgaum@karvy.com) ●**Bellary:** Shree Gayathri Towers, #4, 1st Floor, K.H.B.Colony, Gopalaswamy Mudaliar Road, Gandhi Nagar, Bellary 583 103 Tel: 08392-254750 Email: [mfsbellary@karvy.com](mailto:mfsbellary@karvy.com) ●**Berhampur (OR):** Divya Nandan Kalyan Mandap, 3rd Lane, Dharam Nagar, Near Lohiya Motor, Berhampur (Or) 760 001 Tel: 0680-2228106 Email: [mfsberhampur@karvy.com](mailto:mfsberhampur@karvy.com) ●**Betul:** 107, 1st Floor, Hotel Utkarsh, J.H. College Road, Betul 460 001 Tel: 07141-231301 Email: [mfsbetul@karvy.com](mailto:mfsbetul@karvy.com) ●**Bhagalpur:** 2nd Floor, Chandralok Complex, Ghantaghar, Radha Rani Sinha Road, Bhagalpur 812 001 Tel: 7518801808 Email: [mfsbhagalpur@karvy.com](mailto:mfsbhagalpur@karvy.com) ●**Bharuch:** Shop No.147-148, Aditya Complex, Near Kasak Circle, Bharuch 392 001 Tel: 9081903042 Email: [mfsbharuch@karvy.com](mailto:mfsbharuch@karvy.com) ●**Bhatinda:** #2047-A, 2nd Floor, The Mall Road, Above Max New York Life Insurance, Bhatinda 151 001 Tel: 0164- 5006725 Email: [mfsbhatinda@karvy.com](mailto:mfsbhatinda@karvy.com) ●**Bhavnagar:** 303, Sterling Point, Waghwadi Road Bhavnagar 364 001 Tel: 278-3003149 Email: [mfsbhavnagar@karvy.com](mailto:mfsbhavnagar@karvy.com) ●**Bhilai:** Shop No.1, First Floor, Plot No.1, Commercial Complex, Nehru Nagar - East, Bhilai 490 020 Tel: 0788-2289499 / 2295332 Email: [mfsbhilai@karvy.com](mailto:mfsbhilai@karvy.com)  
●**Bhilwara:** Shop No. 27-28, 1st Floor, Heera Panna Market, Pur Road, Bhilwara 311 001 Tel: 01482-246362 / 246364 Email: [mfsbhilwara@karvy.com](mailto:mfsbhilwara@karvy.com) ●**Bhopal:** Kay Kay Business Centre, 133, Zone I, MP Nagar, Above City Bank, Bhopal 462 011 Tel: 0755-4092712 / 0755-4092715 Email: [bhopalmfs@karvy.com](mailto:bhopalmfs@karvy.com) ●**Bhubaneswar:** A/181, Behind Shivam Honda Show Room, Saheed Nagar, Bhubaneswar 751 007 Tel: 0674-2548981 / 0674-2360334 Email: [bhubaneswarmfd@karvy.com](mailto:bhubaneswarmfd@karvy.com) ●**Bikaner:** 70-71, 2nd Floor, Dr. Chahar Building, Panchsati Circle, Sadul Ganj, Bikaner 334 003 Tel: 0151-2200014 Email: [mfsbikaner@karvy.com](mailto:mfsbikaner@karvy.com) ●**Bilaspur:** Shop Nos.225, 226 & 227, 2nd Floor, Narayan Plaza, Link Road, Bilaspur 495 001 Tel: 07752-470070 Email: [mfsbilaspur@karvy.com](mailto:mfsbilaspur@karvy.com) ●**Bokaro:** B-1, 1st Floor, City Centre, Sector - 4, Near Sona Chandi Jewellers, Bokaro 827 004 Tel: 7542979444 / 06542-335616 Email: [mfsbokaro@karvy.com](mailto:mfsbokaro@karvy.com) ●**Burdwan:** 63 G.T. Road, Halder Complex, 1st Floor, Burdwan 713 101 Tel: 0342-2665140 Email: [mfsburdwan@karvy.com](mailto:mfsburdwan@karvy.com) ●**Calicut:** 2nd Floor, Soubhagya Shopping Complex, Arayidathpalam, Mavoor Road, Calicut 673 004 Tel: 0495-4022480 Email: [mfsalicut@karvy.com](mailto:mfsalicut@karvy.com)  
●**Chandigarh:** SCO - 2423-2424, Above Mirchi Restaurant, New Aroma Hotel, First Floor, Sector 22-C, Chandigarh 160 022 Tel: 0172-5101342 Email: [chandigarhmfd@karvy.com](mailto:chandigarhmfd@karvy.com) ●**Chandrapur:** Shop No.6, Office No.2, 1st Floor, Rauts Raghuvanshi Complex, Beside Azad Garden, Main Road, Chandrapur 442 402 Tel: 07172-270262 / 07172-277584 Email: [mfschandrapur@karvy.com](mailto:mfschandrapur@karvy.com) ●**Chennai:** F-11, Akshaya Plaza, 1st Floor, 108 Adhithanar Salai, Egmore, Opp Chief Metropolitan Court, Chennai 600 002 Tel: 044-42028512 / 044-42028513 / 044-42028858 / Fax: 044-42028514 Email: [chennaiimfd@karvy.com](mailto:chennaiimfd@karvy.com) ●**Chinsura:** J.C. Ghosh Saranu, Bhanga Gara, Chinsurah, Hooghly, Chinsurah 712 101 Tel: 033-26810164 Email: [mfschinsura@karvy.com](mailto:mfschinsura@karvy.com) ●**Cochin:** Ali Arcade, 1st Floor, Kizhavana Road, Panampilly Nagar, Near Atlantis Junction, Ernakulam 682 036 Tel: 0484 - 4025059 Email: [cochinimfd@karvy.com](mailto:cochinimfd@karvy.com) ●**Coimbatore:** 3rd Floor, Jaya Enclave, 1057 Avinashi Road, Coimbatore 641 018 Tel: 0422 - 4388011/12/13/14 / 0422 - 4388451 Email: [mfscoimbatore@karvy.com](mailto:mfscoimbatore@karvy.com) ●**Cuttack:** Opp Dargha Bazar Police Station, Dargha Bazar, PO - Buxi Bazar, Cuttack 753 001 Tel: 0671-220 30 77 Email: [mfscuttack@karvy.com](mailto:mfscuttack@karvy.com)  
●**Darbhanga:** Jaya Complex, 2nd Floor, Above Furniture Planet, Donar Chowk, Darbhanga 846 003 Tel: 7518801809 Email: [mfsdarbhanga@karvy.com](mailto:mfsdarbhanga@karvy.com) ●**Davangere:** D.No.376/2, 4th Main, 8th Cross, P.J. Extension, Opp Byadgishettar School, Davangere 577 002 Tel: 0819-2258714 Email: [mfsdavangere@karvy.com](mailto:mfsdavangere@karvy.com) ●**Dehradun:** Kaulagarh Road, Near Sirmour Marg, Above Reliance Webworld, Dehradun 248 001 Tel: 7518801810 Email: [dehradunmfd@karvy.com](mailto:dehradunmfd@karvy.com) ●**Deoria:** 1st Floor, Shanti Niketan, Opp. Zila Panchayat, Civil Lines, Deoria 274 001 Tel: 7518801811 Email: [mfsdeoria@karvy.com](mailto:mfsdeoria@karvy.com) ●**Dewas:** 27 RMO House, Station Road, Above Maa Chamunda Gas Agency, Dewas 455 001 Tel: 07272-426010 Email: [mfsdewas@karvy.com](mailto:mfsdewas@karvy.com) ●**Dhanbad:** 208 New Market, 2nd Floor, Bank More, Dhanbad 826 001 Tel: 9264445981 Email: [mfsdhanbad@karvy.com](mailto:mfsdhanbad@karvy.com) ●**Dharwad:** 307/9-A 1st Floor, Nagarkar Colony, Elite Business Center, P B Road, Dharwad 580 001 Tel: 0836- 2744207 Email: [mfsdharwad@karvy.com](mailto:mfsdharwad@karvy.com) ●**Dhule:** Ground Floor, Ideal Laundry, Lane No.4, Khol Galli, Near Muthoot Finance, Opp Bhavasar General Store, Dhule 424 001 Tel: 02562-282823 Email: [mfsdhule@karvy.com](mailto:mfsdhule@karvy.com) ●**Dindigul:** No.9 Old, No:4/B New Agraharam, Palani Road, Dindigul 624 001 Tel: 0451- 2436177 Email: [mfsdindigul@karvy.com](mailto:mfsdindigul@karvy.com) ●**Durgapur:** MWAV-16 Bengal Ambuja, 2nd Floor, City Centre, Dist Burdwan, Durgapur 713 216 Tel: 0343-6512111 Email: [mfsdurgapur@karvy.com](mailto:mfsdurgapur@karvy.com) ●**Eluru:** DNO-23A-7-72/73, KKS Plaza, Munukutla Vari Street, Opp Andhra Hospitals, RR Peta, Eluru 534 002 Tel: 08812-227851 / 52 / 53 / 54 / 9959152347 Email: [mfseluru@karvy.com](mailto:mfseluru@karvy.com) ●**Erode:** No: 4, Veerappan Traders Complex, KMY Salai, Sathy Road, Opp. Erode Bus Stand, Erode 638 003 Tel: 0424-4021212 Email: [mfsereode@karvy.com](mailto:mfsereode@karvy.com) ●**Faridabad:** A-2B, 3rd Floor, Neelam Bata Road, Peer Ki Mazar, Nehru Groundnit,



Faridabad 121 001 Tel: 7518801812 Email: [mfsfaridabad@karvy.com](mailto:mfsfaridabad@karvy.com) • **Ferozpur**: The Mall Road, Chawla Building, 1st Floor, Opp. Central Jail, Near Hanuman Mandir, Ferozpur 152 002 Tel: 01632-241814 Email: [mfsferozpur@karvy.com](mailto:mfsferozpur@karvy.com) • **Gandhidham**: Shop # 12, Shree Ambica Arcade, Plot # 300, Ward 12, Opp. CG High School, Near HDFC Bank, Gandhidham 370 201 Tel: 9081903027 Email: [mfsgandhidham@karvy.com](mailto:mfsgandhidham@karvy.com) • **Gandhinagar**: 123, First Floor, Megh Malhar Complex, Opp. Vijay Petrol Pump, Sector - 11, Gandhinagar 382 011 Tel: 079 23244955 Email: [mfsgandhinagar@karvy.com](mailto:mfsgandhinagar@karvy.com) • **Gaya**: 54 Lal Kothi Compound, Shree Krishna Road, 2nd Floor, North Side, Near Royal Surya Hotel, Gaya 823 001 Tel: 0631-2220065 Email: [mfsgaya@karvy.com](mailto:mfsgaya@karvy.com) • **Ghaziabad**: 1st Floor, C-7, Lohia Nagar, Ghaziabad 201 001 Tel: 7518801813 Email: [mfsghaziabad@karvy.com](mailto:mfsghaziabad@karvy.com) • **Ghazipur**: 2nd Floor, Shubhra Hotel Complex, Mahaubagh, Ghazipur 233 001 Tel: 7518801814 Email: [mfsgghazipur@karvy.com](mailto:mfsgghazipur@karvy.com) • **Gonda**: Shri Market, Sahabgunj, Station Road, Gonda 271 001 Tel: 7518801815 / 9453961547 Email: [mfsgonda@karvy.com](mailto:mfsgonda@karvy.com) • **Gorakhpur**: Above V.I.P. House Adjacent, A.D. Girls College, Bank Road, Gorakhpur, 273001 Tel: 7518801816 / 8081127735 Email: [mfsgorakhpur@karvy.com](mailto:mfsgorakhpur@karvy.com) • **Gulbarga**: CTS No.2913, 1st Floor, Asian Towers, Jagath Station Main Road, Next To Adithya Hotel, Gulbarga 585 105 Tel: 8088934338 Email: [mfsgulbarga@karvy.com](mailto:mfsgulbarga@karvy.com) • **Guntur**: D.No.6-10-27, Srinilayam, Arundelpet,10/1, Guntur 522 002 Tel: 0863-2339094 Email: [mfsguntur@karvy.com](mailto:mfsguntur@karvy.com) • **Gurgaon**: Shop No.18, Ground Floor, Sector - 14, Opp. AKD Tower, Near Huda Office, Gurgaon 122 001 Tel: 7518801817 Email: [mfsgurgaon@karvy.com](mailto:mfsgurgaon@karvy.com) • **Guwahati**: 1st Floor, Bajrangbali Building, Near Bora Service Station, GS Road, Guwahati 781 007 Tel: 8811036746 / 0361-2203324 Email: [mfsguwahati@karvy.com](mailto:mfsguwahati@karvy.com) • **Gwalior**: 2nd Floor, Rajeev Plaza, Jayendra Ganj, Lashkar, Gwalior 474 009 Tel: 7518801818 Email: [mfsgwalior@karvy.com](mailto:mfsgwalior@karvy.com) • **Haldwani**: Above Kapilaz, Sweet House, Opp LIC Building, Piliikothi, Kaladhungi Road, Haldwani 263 139 Tel: 7518801819 Email: [mfshaldwani@karvy.com](mailto:mfshaldwani@karvy.com) • **Haridwar**: 8, Govind Puri, Opp. LIC - 2, Above Vijay Bank, Main Road, Ranipur More, Haridwar 249 401 Tel: 7518801820 Email: [mfsharidwar@karvy.com](mailto:mfsharidwar@karvy.com) • **Hassan**: SAS No-212, Ground Floor, Sampige Road, 1st Cross, Near Hotel Souther Star, K.R. Puram, Hassan 573 201 Tel: 08172 262065 Email: [mfshassan@karvy.com](mailto:mfshassan@karvy.com) • **Hissar**: SCO 71, 1st Floor, Red Square Market, Hissar 125 001 Tel: 7518801821 Email: [mfshissar@karvy.com](mailto:mfshissar@karvy.com) • **Hoshiarpur**: 1st Floor, The Mall Tower, Opp Kapila Hospital, Sutheri Road, Hoshiarpur 146 001 Tel: 01882-500143 Email: [mfshoshiarpur@karvy.com](mailto:mfshoshiarpur@karvy.com) • **Hubli**: CTC No.483/A1/A2, Ground Floor, Shri Ram Plaza, Behind Kotak Mahindra Bank, Club Road, Hubli 580 029 Tel: 0836-2252444 Email: [mfshubli@karvy.com](mailto:mfshubli@karvy.com) • **Hyderabad**: Karvy House, No:46, 8-2-609/K, Avenue 4, Street No. 1, Banjara Hills, Hyderabad 500 034 Tel: 040-44857874 / 75 / 76 Email: [mfshyderabad@karvy.com](mailto:mfshyderabad@karvy.com) • **Indore**: 2nd floor, 203-205 Balaji Corporate House, Above ICICI Bank, 19/1 New Palasia, Near Curewell Hospital, Janjeerwala Square, Indore 452 001 Tel: 0731-4266828/4218902 Email: [mfsindore@karvy.com](mailto:mfsindore@karvy.com) • **Jabalpur**: 3rd Floor, R.R. Tower 5, Lajpatkunj, Near Tayabali Petrol Pump, Jabalpur 482 001, Tel: 0761- 4923301. Email: [mfsjabalpur@karvy.com](mailto:mfsjabalpur@karvy.com) • **Jaipur**: S16/A Illrd Floor, Land Mark Building, Opp Jai Club, Mahaver Marg, C Scheme, Jaipur 302 001 Tel: 01414167715/17 Email: [jaipurmf@karvy.com](mailto:jaipurmf@karvy.com) • **Jalandhar**: 1st Floor, Shanti Towers, SCO No.37, Puda Complex, Opposite Tehsil Complex, Jalandhar 144 001 Tel: 0181-5094410 Email: [mfsjalandhar@karvy.com](mailto:mfsjalandhar@karvy.com) • **Jalgaon**: 269, Jae Vishwa, 1st Floor, Baliram Peth, Above United Bank of India, Near Kishor Agencies, Jalgaon 425 001 Tel: 9421521406 Email: [mfsjalgaon@karvy.com](mailto:mfsjalgaon@karvy.com) • **Jalpaiguri**: D B C Road, Opp Niral Hotel, Jalpaiguri 735 101 Tel: 03561-22136 Email: [mfsjalpaiguri@karvy.com](mailto:mfsjalpaiguri@karvy.com) • **Jammu**: Gupta's Tower, 2nd Floor, CB-12, Rail Head Complex, Jammu 180 012 Tel: 0191-2458820 / 2458818 Email: [mfsjammu@karvy.com](mailto:mfsjammu@karvy.com) • **Jamnagar**: 136-137-138 Madhav Plaza, Opp SBI Bank, Near Lal Bungalow, Jamnagar 361 001 Tel: 0288 3065810 / 2558887 Email: [mfsjamnagar@karvy.com](mailto:mfsjamnagar@karvy.com) • **Jamshedpur**: 2nd Floor, R.R. Square, SB Shop Area, Near Reliance Footprint & Hotel, BS Park Plaza, Main Road, Bistupur, Jamshedpur 831 001 Tel: 0657-6655003 / 6655004 / 6655005 / 6655006 / 6655007 Email: [jamshedpurmf@karvy.com](mailto:jamshedpurmf@karvy.com) • **Jaunpur**: R.N. Complex, 1-1-9-G, Opp Pathak Honda, Ummarpur, Jaunpur 222 002 Tel: 7518801822 Email: [mfsjaunpur@karvy.com](mailto:mfsjaunpur@karvy.com) • **Jhansi**: 371/01, Narayan Plaza, Gwalior Road, Near Jeevan Shah Chauraha, Jhansi 284 001 Tel: 7518801823 Email: [mfsjhansi@karvy.com](mailto:mfsjhansi@karvy.com) • **Jodhpur**: 203, Modi Arcade, Chopasni Road, Jodhpur 342 001 Tel: 7737014590 Email: [mfsjodhpur@karvy.com](mailto:mfsjodhpur@karvy.com) • **Junagadh**: 124-125 Punit Shopping Center, M.G Road, Ranavav Chowk, Junagadh 362 001 Tel: 0285-2652220 Email: [mfsjunagadh@karvy.com](mailto:mfsjunagadh@karvy.com) • **Kannur**: 2nd Floor, Prabhath Complex, Fort Road, Near ICICI Bank, Kannur 670 001 Tel: 0497-2764190 Email: [mfskannur@karvy.com](mailto:mfskannur@karvy.com) • **Kanpur**: 15/46, B, Ground Floor, Opp Muir Mills, Civil Lines, Kanpur 208 001 Tel: 7518801824 Email: [kanpurmf@karvy.com](mailto:kanpurmf@karvy.com) • **Karaikudi**: No. 2, Gopi Arcade, 100 Feet Road, Karaikudi 630 001 Tel: 04565-237192 Email: [mfskaraikudi@karvy.com](mailto:mfskaraikudi@karvy.com) • **Karimnagar**: Door No:2-10-1298, 2nd Floor, Rathnam Arcade, Jyothi Nagar, Karimnagar 505 001 Tel: 0878-2244773 Email: [mfskarimnagar@karvy.com](mailto:mfskarimnagar@karvy.com) • **Karnal**: 18/369, Char Chaman, Kunjipura Road, Behind Miglani Hospital, Karnal 132 001 Tel: 0184-2252524 Email: [mfskarnal@karvy.com](mailto:mfskarnal@karvy.com) • **Karur**: No.6, Old No.1304, Thiru-Vi-Ka Road, Near G.R. Kalyan Mahal, Karur 639 001 Tel: 04324-241755 Email: [mfskarur@karvy.com](mailto:mfskarur@karvy.com) • **Kharagpur**: Malancha Road, Beside Axis Bank Ltd, Kharagpur 721304 Tel: 03222-253380 Email: [mfskharagpur@karvy.com](mailto:mfskharagpur@karvy.com) • **Kolhapur**: 605/1/4 E Ward, Shahupuri, 2nd Lane, Laxmi Niwas, Near Sultane Chambers, Kolhapur 416 001 Tel: 0231 2653656 Email: [mfskolhapur@karvy.com](mailto:mfskolhapur@karvy.com) • **Kolkata**: Apeejay House (Beside Park Hotel), C Block, 3rd Floor, 15 Park Street, Kolkata 700 016 Tel: 033 66285900 Email: [mfskolkata@karvy.com](mailto:mfskolkata@karvy.com) • **Kollam**: Sree Vigneshwara Bhavan, Shastri Junction, Kadapakada, Kollam 691 001 Tel: 0474-2747055 Email: [mfskollam@karvy.com](mailto:mfskollam@karvy.com) • **Korba**: 1st Floor, City Centre, 97 IRCC, Transport Nagar, Korba 495 677 Tel: 7518801826 Email: [mfskorba@karvy.com](mailto:mfskorba@karvy.com) • **Kota**: Plot No.259, 1st Floor, Near Lala Lajpat Rai Circle, Shopping Centre, Kota 324 007 Tel: 0744-5100964 Email: [mfskota@karvy.com](mailto:mfskota@karvy.com) • **Kottayam**: 1st Floor, Csiascension Square, Railway Station Road, Collectorate PO, Kottayam 686 002 Tel: 0481-2300868 / 2302420 Email: [mfskottayam@karvy.com](mailto:mfskottayam@karvy.com) • **Kurnool**: Shop No.43, 1st Floor, S V Complex, Railway Station Road, Near SBI Main Branch, Kurnool 518 004 Tel: 08518-228550 Email: [mfskurnool@karvy.com](mailto:mfskurnool@karvy.com) • **Lucknow**: 1st Floor, A.A. Complex, 5 Park Road, Hazratganj, Thaper House, Lucknow 226 001 Tel: 7518801830 / 0522-2236819 / 3213115 Email: [lucknowmf@karvy.com](mailto:lucknowmf@karvy.com) • **Ludhiana**: Sco - 136, 1st Floor, Above Airtel Showroom, Feroze Gandhi Market, Ludhiana 141 001 Tel: 0161-4648747 Email: [mfsludhiana@karvy.com](mailto:mfsludhiana@karvy.com) • **Madurai**: Rakesh Towers, 30-C, 1st Floor, Bye Pass Road, Opp Nagappa Motors, Madurai 625 010 Tel: 0452-2605856 Email: [mfsmadurai@karvy.com](mailto:mfsmadurai@karvy.com) • **Malappuram**: First Floor, Peekays Arcade, Down Hill, Malappuram 676 505 Tel: 0483-2731480 Email: [mfsmalappuram@karvy.com](mailto:mfsmalappuram@karvy.com) • **Malda**: Sahis Tuli, Under Ward No.6, No.1 Govt Colony, English Bazar Municipality, Malda 732 101 Tel: 03512-223763 Email: [mfsmalda@karvy.com](mailto:mfsmalda@karvy.com) • **Mandi**: 175 001 Tel: 7518801833 Email: [mfsmandi@karvy.com](mailto:mfsmandi@karvy.com) • **Mangalore**: Mahendra Arcade, Opp Court Road, Karangal Padi, Mangalore 575 003 Tel: 0824-2496289 Email: [mangaloremf@karvy.com](mailto:mangaloremf@karvy.com) • **Margao**: 2nd Floor, Dalal Commercial Complex, Pajifond, Margao 403 601 Tel: 0832-2731823 Email: [mfsmargoa@karvy.com](mailto:mfsmargoa@karvy.com) • **Mathura**: Ambey Crown, 2nd Floor, Opp BSA College, Gaushala Road, Mathura 281 001 Tel: 7518801834 Email: [mfsmathura@karvy.com](mailto:mfsmathura@karvy.com) • **Meerut**: 1st Floor, Medi Centre, Opp ICICI Bank, Hapur Road, Near Bachha Park, Meerut 250 002 Tel: 7518801835 Email: [mfsmeerut@karvy.com](mailto:mfsmeerut@karvy.com) • **Mehsana**: UI/47 Apollo Enclave, Opp Simandhar Temple, Modhera Cross Road, Mehsana 384 002 Tel: 02762-242950 Email: [mfsmehsana@karvy.com](mailto:mfsmehsana@karvy.com) • **Mirzapur**: Abhay Mandir, Above HDFC Bank, Dankin Gunj, Mirzapur 231 001 Tel: 7518801836 Email: [mfsmirzapur@karvy.com](mailto:mfsmirzapur@karvy.com) • **Moga**: 1st Floor, Dutt Road, Mandir Wali Gali, Civil Lines, Barat Ghar, Moga 142 001 Tel: 01636 - 230792 Email: [mfsmoga@karvy.com](mailto:mfsmoga@karvy.com) • **Moradabad**: Om Arcade, Parker Road, Above Syndicate Bank, Chowk Tari Khana, Moradabad 244 001 Tel: 7518801837 Email: [mfsmoradabad@karvy.com](mailto:mfsmoradabad@karvy.com) • **Morena**: Moti Palace, Near Ramjanki Mandir, Morena 476 001 Tel: 7518801838 Email: [mfsmorena@karvy.com](mailto:mfsmorena@karvy.com) • **Mumbai**: 24/B, Raja Bahadur Compound, Ambalal Doshi Marg, Behind BSE Bldg, Fort, Mumbai 400 001 Tel: 022-66235353 Email: [mumbaimf@karvy.com](mailto:mumbaimf@karvy.com) • **Muzaffarpur**: First Floor, Shukla Complex, Near ICICI Bank, Civil Court Branch, Company Bagh, Muzaffarpur 842 001 Tel: 7518801839 Email: [mfsmuzaffarpur@karvy.com](mailto:mfsmuzaffarpur@karvy.com) • **Mysore**: L-350, Silver Tower, Ashoka Road, Opp. Clock Tower, Mysore 570 001 Tel: 0821-2438006 Email: [mfsmysore@karvy.com](mailto:mfsmysore@karvy.com) • **Nadiad**: 104/105, Near Paras Cinema, City Point Nadiad, Nadiad 387 001 Tel: 0268-2563245 Email: [mfsnadiad@karvy.com](mailto:mfsnadiad@karvy.com) • **Nagercoil**: H.No.45, 1st Floor, East Car Street, Nagercoil, 629001 Tel: 04652 - 233552 Email: [mfsnagercoil@karvy.com](mailto:mfsnagercoil@karvy.com)

mfsnagarkoil@karvy.com • **Nagpur:** Plot No.2/1, House No.102/1, Mata Mandir Road, Mangaldeep Apartment, Opp Khandelwal Jewelers, Dharampeth, Nagpur 440 010 Tel: 0712-2533040 Email: [nagpurnfd@karvy.com](mailto:nagpurnfd@karvy.com) • **Namakkal:** 105/2, Arun Towers, Paramathi Road, Namakkal 637 001 Tel: 04286-234801 Email: [mfsnamakkal@karvy.com](mailto:mfsnamakkal@karvy.com) • **Nanded:** Shop No.4, Santakripa Market, G.G. Road, Opp. Bank Of India, Nanded 431 601 Tel: 02462-237885 Email: [mfsnanded@karvy.com](mailto:mfsnanded@karvy.com) • **Nasik:** S-9, Second Floor, Suyojit Sankul, Sharanpur Road, Nasik 422 002 Tel: 0253-6608999 / 0755-3010732 Email: [nasikmfs@karvy.com](mailto:nasikmfs@karvy.com) • **Navsari:** 103 , 1<sup>st</sup> Floor, Landmark Mall, Near Sayaji Library, Navsari 396 445 Tel: 9081903040 Email: [mfsnavsari@karvy.com](mailto:mfsnavsari@karvy.com) • **Nellore:** 16-2-158, 3rd Floor, Mogarala Complex, Sunday Market Lane, Pogathota, Nellore 524 001. Tel: 0861 2349940 Email: [mfsnellore@karvy.com](mailto:mfsnellore@karvy.com) • **New Delhi:** 305 New Delhi House, 27 Barakhamba Road, New Delhi 110 001 Tel: 011- 43681700 Email: [delhimfd@karvy.com](mailto:delhimfd@karvy.com) Fax: 011-43681710 • **Nizamabad:** H No:5-6-430, Above Bank Of Baroda, First Floor, Beside HDFC Bank, Hyderabad Road, Nizamabad 503 003 Tel: 08462-224366 Email: [mfsnizamabad@karvy.com](mailto:mfsnizamabad@karvy.com) • **Noida:** 405, 4th Floor, Vishal Chamber, Plot No.1, Sector-18, Noida 201 301 Tel: 7518801840 Email: [mfsnoida@karvy.com](mailto:mfsnoida@karvy.com) • **Palghat:** No: 20 & 21, Metro Complex, H.P.O. Road, Palakkad 678 001 Tel: 9895968533 / 0491 - 2547373 Email: [mfspalghat@karvy.com](mailto:mfspalghat@karvy.com) • **Panipat:** Java Complex, 1st Floor, Above Vijaya Bank, G.T. Road, Panipat 132 103 Tel: 7518801841 / 0180-3095517 Email: [mfsipanipat@karvy.com](mailto:mfsipanipat@karvy.com) • **Panjim:** Flat No.1-A, H.No.13/70, Timotio Bldg, Heliodoro Salgado Road, Next to Navhind Bhavan, (Market Area), Panjim 403 001 Tel: 0832-2426873 / 2426874 Email: [panjimfd@karvy.com](mailto:panjimfd@karvy.com) • **Pathankot:** 2nd Floor, Sahni Arcade Complex, Adj. Indra Colony Gate, Railway Road, Pathankot, Pathankot 145 001 Tel: 0186-5080188 Email: [mfspathankot@karvy.com](mailto:mfspathankot@karvy.com) • **Patiala:** Sco 27 D, Chhotti Baradari, Near Car Bazaar, Patiala 147 001 Tel: 0175-5004349 Email: [mfspatiala@karvy.com](mailto:mfspatiala@karvy.com) • **Patna:** 3A, 3rd Floor, Anand Tower, Exhibition Road, Opp ICICI Bank, Patna 800 001 Tel: 0612-4323066 Email: [mfspatna@karvy.com](mailto:mfspatna@karvy.com) • **Pollachi:** 146/4, Ramanathan Building, 1st Floor, New Scheme Road, Pollachi 642 002 Tel: 04259-235111 / 235122 / 235133 Email: [mfspollachi@karvy.com](mailto:mfspollachi@karvy.com) • **Pondicherry:** Building No:7, 1st Floor, Thiayagaraja Street, Pondicherry 605 001 Tel: 0413 2220640 Email: [mfspondy@karvy.com](mailto:mfspondy@karvy.com) • **Proddatur:** D.No: 4/625, Bhairavi Complex, Above Karur Vysya Bank, Gandhi Road, Proddatur 516 360, Andhra Pradesh Tel: 08564 - 242898 Email: [mfsproddatur@karvy.com](mailto:mfsproddatur@karvy.com) • **Pudukottai:** Sundaram Masilamani Towers, TS No.5476 - 5479, PM Road, Old Tirumalayam Salai, Near Anna Statue, Jublie Arts, Pudukottai 622 001 Tel: 04322 - 220050 Email: [mfspudukottai@karvy.com](mailto:mfspudukottai@karvy.com) • **Pune:** Mozaic Bldg, CTS No.1216/1, Final, Plot No.576/1 TP, Scheme No.1, F.C. Road, Bhamburda, Shivaji Nagar, Pune 411 004 Tel: 020-66496700 / 66496701 Email: [punemfd@karvy.com](mailto:punemfd@karvy.com) • **Raipur:** Office No S-13, Second Floor, Raheja Tower, Fafadih Chowk, Jail Road, Raipur (C.G.) - 492 001. Tel: 0771-4912611 Email: [mfsraipur@karvy.com](mailto:mfsraipur@karvy.com) • **Rajahmundry:** D.No.6-1-4, Rangachary Street, T. Nagar, Near Axis Bank Street, Rajahmundry 533 101 Tel: 0883-2434468/70 Email: [mfsrajahmundry@karvy.com](mailto:mfsrajahmundry@karvy.com) • **Rajapalayam:** Sri Ganapathy Complex, 14B/5/18, T P Mills Road, Virudhunagar Dist, Rajapalayam 626 117 Tel: 04563 - 232952 Email: [mfsrajapalayam@karvy.com](mailto:mfsrajapalayam@karvy.com) • **Rajkot:** 302, Metro Plaza, Near Moti Tanki Chowk, Rajkot, Gujarat, 360 001 Tel: 9081903025 Email: [rajkotmfd@karvy.com](mailto:rajkotmfd@karvy.com) • **Ranchi:** Room No.307, 3<sup>rd</sup> Floor, Commerce Tower, Beside Mahabir Tower, Ranchi 834 001 Tel: 0651-2331320 Email: [mfsranchi@karvy.com](mailto:mfsranchi@karvy.com) • **Ratlam:** 1 Nagpal Bhawan, Free Ganj Road, Do Batti, Near Nokia Care, Ratlam 457001, [mfsratlam@karvy.com](mailto:mfsratlam@karvy.com), 07412-320398, 07412-402009 • **Renukoot:** Radhika Bhavan. Opp. Padmini Hotel, Murdha, Renukoot 231 217 Tel: 7518801842 Email: [mfsrenukoot@karvy.com](mailto:mfsrenukoot@karvy.com) • **Rewa:** 1st Floor, Angoori Building, Besides Allahabad Bank, Trans University Road, Civil Lines, Rewa 485 001 Tel: 7518801843 Email: [mfsrewa@karvy.com](mailto:mfsrewa@karvy.com) • **Rohtak:** 1st Floor, Ashoka Plaza, Delhi Road, Rohtak 124 001 Tel: 7518801844 Email: [mfsrohtak@karvy.com](mailto:mfsrohtak@karvy.com) • **Roorkee:** Shree Ashadeep Complex, 16, Civil Lines, Near Income Tax Office, Roorkee 247 667 Tel: 7518801845 Email: [mfsroorkee@karvy.com](mailto:mfsroorkee@karvy.com) • **Rourkela:** 1st Floor Sandhu Complex, Kachery Road, Uditnagar, Rourekla 769 012 Tel: 0661-2500005 Email: [mfsrourkela@karvy.com](mailto:mfsrourkela@karvy.com) • **Sagar:** II Floor, Above Shiva Kanch Mandir, 5 Civil Lines, Sagar 470 002 Tel: 07582-402404 Email: [mfssagar@karvy.com](mailto:mfssagar@karvy.com) • **Saharanpur:** 18 Mission Market, Court Road, Saharanpur 247 001 Tel: 7518801846 Email: [mfssaharanpur@karvy.com](mailto:mfssaharanpur@karvy.com) • **Salem:** No.3/250, Brindavan Road, 6th Cross, Behind Perumal Kovil, Fairland's, Salem 636 016 Tel: 0427-4020300 Email: [mfssalem@karvy.com](mailto:mfssalem@karvy.com) • **Sambalpur:** Koshal Builder Complex, Near Goal Bazaar Petrol Pump, Sambalpur 768 001 Tel: 0663-2533437 Email: [mfssambalpur@karvy.com](mailto:mfssambalpur@karvy.com) • **Satna:** 1st Floor, Gopal Complex, Near Bus Stand, Rewa Road, Satna 485 001 Tel: 7518801847 Email: [mfssatna@karvy.com](mailto:mfssatna@karvy.com) • **Shaktinagar:** 1st/A-375, V.V. Colony, Dist Sonebhadra, Shaktinagar 231 222 Tel: 7518801848 Email: [mfsshaktinagar@karvy.com](mailto:mfsshaktinagar@karvy.com) • **Shillong:** Annex Mani Bhawan, Lower Thana Road, Near R K M LP School, Shillong 793 001 Tel: 0364 - 2506106 Email: [mfsshillong@karvy.com](mailto:mfsshillong@karvy.com) • **Shimla:** Triveni Building, By Pass Chowk, Khallini, Shimla 171 002 Tel: 7518801849 Email: [mfschimla@karvy.com](mailto:mfsshimla@karvy.com) • **Shimoga:** Sri Matra Naika Complex, 1st Floor, Above Shimoga Diagnostic Centre, Llr Road, Durgigudi, Shimoga 577 201 Tel: 08182-228799 Email: [mfsshimoga@karvy.com](mailto:mfsshimoga@karvy.com) • **Shivpuri:** 1st Floor, M.P.R.P. Building, Near Bank of India, Shivpuri 473 551 Tel: 7518801850 Email: [mfsshivpuri@karvy.com](mailto:mfsshivpuri@karvy.com) • **Sikar:** First Floor, Super Tower, Behind Ram Mandir, Near Taparya Bagichi, Sikar 332 001 Tel: 01572-250398 Email: [mfssikar@karvy.com](mailto:mfssikar@karvy.com) • **Silchar:** N.N. Dutta Road, Chowchakra Complex, Premlata, Silchar 788 001 Tel: 3842261714 Email: [mfssilchar@karvy.com](mailto:mfssilchar@karvy.com) • **Siliguri:** Nanak Complex, Svoke Road, Siliguri 734 001 Tel: 0353-2522579 Email: [mfssiliguri@karvy.com](mailto:mfssiliguri@karvy.com) • **Sitapur:** 12/12-A Sura Complex, Opp Arya Nagar, Mal Godam, Sitapur 261 001 Tel: 7518801851 Email: [mfssitapur@karvy.com](mailto:mfssitapur@karvy.com) • **Sivakasi:** 363, Thiruthangal Road, Opp TNEB, Sivakasi 626 123 Tel: 04562 228816 Email: [mfssivakasi@karvy.com](mailto:mfssivakasi@karvy.com) • **Solan:** Sahni Bhawan, Adjacent Anand Cinema Complex, The Mall, Solan 173 212 Tel: 7518801852 Email: [mfssolan@karvy.com](mailto:mfssolan@karvy.com) • **Solapur:** Block No.06, Vaman Nagar, Opp D-Mart, Jule Solapur, Solapur 413 004 Tel: 0217-2300021 / 2300318 Email: [mfssolapur@karvy.com](mailto:mfssolapur@karvy.com) • **Sonepat:** 205 R Model Town, Above Central Bank of India, Sonepat 131 001 Tel: 7518801853 Email: [mfssonepat@karvy.com](mailto:mfssonepat@karvy.com) • **Sri Ganganagar:** 35E Block, Opp: Sheeta Mata Vaateka, Sri Ganganagar 335 001 Tel: 0154-2470177 Email: [mfsriganganagar@karvy.com](mailto:mfssriganganagar@karvy.com) • **Srikakulam:** D.No. 4-4-97, First Floor, Behind Sri Vijayaganpathi Temple, Pedda Relli Veedhi, Palakonda Road, Srikakulam 532 001. Tel: 8942229925 / 9248009412 Email: [mfssrikakulam@karvy.com](mailto:mfssrikakulam@karvy.com) • **Sultanpur:** 1077/3, Civil Lines, Opp Bus Stand, Civil Lines, Sultanpur 228 001 Tel: 7518801854 Email: [mfssultanpur@karvy.com](mailto:mfssultanpur@karvy.com) • **Surat:** Office No: 516, 5th Floor, Empire State Building, Near Udhna Darwaja, Ring Road, Surat 395 002 Tel: 9081903041 / 9081903035 Email: [suratmfd@karvy.com](mailto:suratmfd@karvy.com) • **Thanjavur:** No.70, Nalliah Complex, Srinivasam Pillai Road, Tanjore 613 001 Tel: 04362-275415 Email: [mfsthanjavur@karvy.com](mailto:mfsthanjavur@karvy.com) • **Thodupuzha:** First Floor, Pulimoottil Pioneer, Pala Road, Thodupuzha 685 584 Tel: 04862-211209 Email: [mfsthodupuzha@karvy.com](mailto:mfsthodupuzha@karvy.com) • **Tirunelveli:** 55/18, Jeney Building, S N Road, Near Aravind Eye Hospital, Tirunelveli 627 001 Tel: 0462 2335137 Email: [mfstirunelveli@karvy.com](mailto:mfstirunelveli@karvy.com) • **Tirupathi:** H.No:10-13-425, 1st Floor, Tilak Road, Opp: Sridevi Complex, Tirupathi 517 501 Tel: 9885995544 / 0877-2255797 Email: [mfstirupathi@karvy.com](mailto:mfstirupathi@karvy.com) • **Tirupur:** First Floor, 244 A, Above Selvakumar Dept Stores, Palladam Road, Opp Cotton Market Complex, Tirupur 641 604 Tel: 0421-2214221 / 0421-2214319 Email: [mfstirupur@karvy.com](mailto:mfstirupur@karvy.com) • **Tiruvalla:** 2<sup>nd</sup> Floor, Erinjery Complex, Ramanchira, Opp Axis Bank, Thiruvalla 689 107 Tel: 0469-2603303 Email: [mfstiruvalla@karvy.com](mailto:mfstiruvalla@karvy.com) • **Trichur:** 2nd Floor, Brothers Complex, Naikkanal Junction, Shornur Road, Near Dhanalakshmi Bank H O, Thrissur 680 001 Tel: 0487- 6999987 Email: [mfstrichur@karvy.com](mailto:mfstrichur@karvy.com) • **Trichy:** 60, Sri Krishna Arcade, Thennur High Road, Trichy 620 017 Tel: 0431-4020227 Email: [mfstrichy@karvy.com](mailto:mfstrichy@karvy.com) • **Trivandrum:** 2nd Floor, Akshaya Tower, Sasthamangalam, Trivandrum 695 010 Tel: 0471 - 2725728 Email: [mfstrivandrum@karvy.com](mailto:mfstrivandrum@karvy.com) • **Tuticorin:** 4 - B, A34 - A37, Mangalmal Mani Nagar, Opp. Rajaji Park, Palayamkottai Road, Tuticorin 628 003 Tel: 0461-2334603 Email: [mfstuticorin@karvy.com](mailto:mfstuticorin@karvy.com) • **Udaipur:** 201-202, Madhav Chambers, Opp GPO, Chetak Circle, Udaipur 313 001 Tel: 0294 2429370 Email: [mfsudaipur@karvy.com](mailto:mfsudaipur@karvy.com) • **Ujjain:** 101 Aashta Tower, 13/1 Dhanwantri Marg, Freeganj, Ujjain 456 010 Tel: 0734-4250007 / 4250007 Email: [mfsujjain@karvy.com](mailto:mfsujjain@karvy.com) • **Valsad:** Shop No.2, Phiroza Corner, Opp Next Show Room, Tithal Road, Valsad 396 001 Tel: 02632-258481 Email: [mfsvalsad@karvy.com](mailto:mfsvalsad@karvy.com) • **Vapi:** Shop No-12, Ground Floor, Sheetal Apartment, Near K P Tower, Vapi 396 195 Tel: 9081903028 Email: [mfsvapi@karvy.com](mailto:mfsvapi@karvy.com) • **Varanasi:** D-64/132 1st Floor, Anant Complex, Sigra, Varanasi 221 010 Tel: 7518801855 Email: [varanasimfd@karvy.com](mailto:varanasimfd@karvy.com) • **Vellore:** No.6, Nexus Towers, 2nd Floor, Officer's Line, Above Peter England & Bata Showroom, Opp. Voorhees School, Vellore 632 001. Tel: 0416

2215007 Email: [mfsvellore@karvy.com](mailto:mfsvellore@karvy.com) • **Vijayanagaram:** Soubhagya, 19-6-1/3, 2nd Floor, Near Fort Branch, Opp Three Temples, Vijayanagaram 535 002 Tel: 08922-236965 Email: [mfsvijayanagaram@karvy.com](mailto:mfsvijayanagaram@karvy.com) • **Vijayawada:** 39-10-7, Opp Municipal Water Tank, Labbipet, Vijayawada 520 010 Tel: 0866-6604032 / 39 / 40 Email: [vijayawadamfd@karvy.com](mailto:vijayawadamfd@karvy.com) • **Visakhapatnam:** Door No: 48-8-7, Dwaraka Diamond, Ground Floor, Srinagar, Visakhapatnam 530 016 Tel: 0891-2714125 Email: [vizagmfd@karvy.com](mailto:vizagmfd@karvy.com) • **Warangal:** 5-6-95, 1st Floor, Opp B.Ed College, Lashkar Bazar, Chandra Complex, Hanmakonda, Warangal 506 001 Tel: 0870-2441513 Email: [mfswarangal@karvy.com](mailto:mfswarangal@karvy.com) • **Yamuna Nagar:** Jagdhari Road, Above UCO Bank, Near D.A.V. Girls College, Yamuna Nagar 135 001 Tel: 7518801857 Email: [mfsyamunanagar@karvy.com](mailto:mfsyamunanagar@karvy.com)



**Contact Points :**

**Toll Free Number :** 1-800-267 0189 | **Email:** [info@barodamf.com](mailto:info@barodamf.com) | **Website:** [www.barodamf.com](http://www.barodamf.com)

**POINTS OF SERVICE (“POS”) of MF UTILITIES INDIA PRIVATE LIMITED (‘MFUI’) Investor Service Centres for transactions through MF Utility (“MFU”)**

Both financial and non-financial transactions pertaining to the Scheme can be done through MFU at the authorized POS of MFUI. The details of POS published on MFU website at [www.mfuindia.com](http://www.mfuindia.com) will be considered as the Investor Service Centres for transactions in the Scheme.

**Registered Office :**

Baroda Asset Management India Limited (Formerly known as Baroda Pioneer Asset Management Company Limited)  
CIN: U65991MH1992PLC069414  
501 Titanium, 5th Floor, Western Express Highway, Goregaon (E), Mumbai - 400 063.  
Phone: +91 22 6848 1000 / 4219 7999. Fax: +91 22 6848 1001.

**Branch Offices :**

Baroda Asset Management India Limited  
(Formerly known as Baroda Pioneer Asset Management Company Limited)  
Flat No. 103 & 104, First Floor, Prakash Deep Building, 7 Tolstoy Marg, New Delhi - 110 001.  
Phone: +91 011- 43514662, Fax: +91 11 4592117.

Baroda Asset Management India Limited  
(Formerly known as Baroda Pioneer Asset Management Company Limited)  
HP Complex, Flat No. 12, 3rd Floor, Door No. 124/1, 2 & 3 New No. 14, G. N. Chetty Road, T. Nagar, Chennai - 600 017.  
Phone: +91 044- 2834 3530, Fax: +91 044 - 2834 3539

Baroda Asset Management India Limited\*  
(Formerly known as Baroda Pioneer Asset Management Company Limited)  
G -101, Ground Floor, SKI High Building 11/05, Park Road, Hazratganj Lucknow-226 001.  
Phone: +91 0522- 43514564.

Baroda Asset Management India Limited\*

(Formerly known as Baroda Pioneer Asset Management Company Limited)  
Raheja Arcade, No. 1/1, Commercial Premises No. 246, 2nd Floor, Koramangala Industrial layout,  
Hosur Road, Bangalore - 560 095. Phone: +91 9884078407

\* Currently not an Investor Service Centre.