

LETTER TO UNITHOLDERS

Date: October 14, 2022

Dear Unitholder,

Sub: Proposed merger of L&T Overnight Fund with HSBC Overnight Fund and other related changes

We are pleased to inform you that HSBC Securities and Capital Markets (India) Private Limited ("HSCI"), the sponsor of the HSBC Mutual Fund, HSBC Asset Management (India) Private Limited (the "HSBC AMC"), the asset management company of the HSBC Mutual Fund and the Board of Trustees of the HSBC Mutual Fund (the "HSBC Trustees") and L&T Investment Management Limited (the "L&T AMC"), L&T Mutual Fund Trustee Limited (the "L&T Trustee"), that are the existing asset management company and trustee company of L&T Mutual Fund, respectively and L&T Finance Holdings Limited (the "Seller"), the existing sponsor of the L&T Mutual Fund have entered into a transfer agreement dated 23 December 2021 (the "Agreement") which, inter alia, provides for: (i) a change in the sponsorship, trusteeship, management and administration of the schemes of L&T Mutual Fund ("L&T MF Schemes") whereby HSCI will become the sponsor of the L&T MF Schemes, HSBC Trustees will become the trustee of the L&T MF Schemes and HSBC AMC will have the rights to manage, operate and administer the L&T MF Schemes, amongst other changes related to L&T MF Schemes (including the changes to the fundamental attributes to L&T MF Schemes), which will be considered to be an integral part of the HSBC Mutual Fund; (ii) merger/consolidation of identified L&T MF Schemes with identified schemes of HSBC Mutual Fund ("HSBC MF Schemes") or vice-versa; and (iii) the acquisition of the entire share capital of L&T Investment Management Limited by HSBC AMC and its nominees from L&T Finance Holdings Limited and its nominees (collectively, the "Proposed Transaction").

1. Brief Background of the Proposed Transaction

L&T Mutual Fund presently has 29 schemes in operation and pursuant to the Agreement, it is intended that:

- (i) L&T MF Schemes will be transferred to HSBC Mutual Fund and shall form part of HSBC Mutual Fund, and identified L&T MF Schemes shall be merged/consolidated with identified HSBC MF Schemes or vice versa, and the surviving schemes shall form an integral part of the HSBC Mutual Fund;
- (ii) HSBC Trustees will assume the trusteeship of the L&T MF Schemes from the L&T Trustee and the asset management company of the L&T MF Schemes will be changed from L&T AMC to HSBC AMC;
- (iii) the Seller shall cease to be the sponsor of the L&T MF Schemes and HSCI will become the sponsor of the L&T MF Schemes; and
- (iv) HSBC AMC will, along with its nominees, acquire the entire share capital of L&T AMC from the Seller and its nominees.

Post successful completion of the Proposed Transaction ("Completion"), it is intended that the mutual fund registration granted to L&T Mutual Fund enabling it to act as a mutual fund shall be surrendered and approval granted to L&T AMC to act as the asset management company of L&T Mutual Fund shall be withdrawn by way of a separate application to the Securities and Exchange Board of India ("SEBI") for cancellation. Consequently, L&T AMC will exit the Indian domestic mutual fund asset management business.

We are pleased to inform you that SEBI vide its letters no. SEBI/HO/IMD/IMD RAC2/P/OW/2022/51917/1dated October 11, 2022 and SEBI/HO/IMD/IMD RAC2/P/OW/2022/52480/1dated October 14, 2022 (the "SEBI Letter") has conveyed it's no objection/approval to the Proposed Transaction and the amendments proposed to the trust deed of the HSBC Mutual Fund (more particularly set out in paragraph 4 below) as required under the SEBI (Mutual Funds) Regulations, 1996 (the "MF Regulations"). Further, the Proposed Transaction has also been approved by the HSBC Trustees and the respective board of directors of the HSBC AMC, the L&T AMC and the L&T Trustee.

This letter serves as a written communication to the unitholders of the HSBC Overnight Fund about the procedure that will be followed, including for the approvals being sought from the unitholders of the HSBC Overnight Fund, leading up to the Proposed Transaction and other related changes. As a unitholder of the HSBC Overnight Fund, you are urged to go through this communication carefully and consult your advisors in the event you have any questions. Please also do not hesitate to contact any of our offices at the addresses mentioned in **Exhibit 1** hereto if you have any question with respect to this letter. You may also reach us by dialing the toll-free numbers 1800 200 2434/1800-258-2434 or +91 44 39923900 (in case of unitholders calling from abroad).

2. Expected Benefits of the Proposed Transaction

Broadly, the Proposed Transaction is expected to result in the following benefits:

- a) L&T Mutual Fund is an established mutual fund in India with an AUM of approximately INR 72,322.38 crores for the month ended September 30, 2022. The Seller established its presence in the mutual funds industry through the acquisition of the mutual fund business of DBS Chola Mutual Fund in 2010 and Fidelity Mutual Fund in 2012. The Seller has demonstrated its ability to successfully integrate and grow acquired mutual fund portfolios. Since its acquisition of the mutual fund businesses of DBS Chola Mutual Fund and Fidelity Mutual Fund, the average AUM of L&T Mutual Fund has increased from approximately INR 2,520 crores (for the month of January 2010 for the erstwhile DBS Chola Mutual Fund) to approximately INR 72,322.38 Crores for the month ended September 30, 2022 (Source: AMFI).
- b) The Proposed Transaction will help HSBC to increase foothold in the mutual fund industry in the near future and HSBC is committed to growth. The proposed sale of L&T Mutual Fund to HSBC Mutual Fund will increase the scale and resources of the entity and deliver a strong value proposition to all unitholders. The strength of the HSBC global brand and its strong track record in the area of investor care is expected to help enhance the investor experience of all unit holders.
- c) HSBC AMC has a long track record and has delivered reasonable return to its unitholders.
- d) The merger of HSBC MF Schemes and L&T MF Schemes would allow HSBC AMC and HSBC Trustees to avoid the existence of similar schemes in HSBC Mutual Fund and enable optimum utilization of resources and to present to the unitholders, a simplified range of schemes in the interest of the unitholders. It is in the interest of the unitholders that the HSBC Trustees and the board of directors of HSBC AMC have decided to merge some of their schemes with those of the schemes of L&T AMC or vice versa.

3. Proposal

We would like to inform you that as part of the Proposed Transaction:

a) the trust deed dated 7 February 2002 constituting the HSBC Mutual Fund and appointing the HSBC Trustees (the "HSBC Trust Deed") is required to be amended; and

b) merger of **L&T Overnight Fund** and **HSBC Overnight Fund** ("Merger of the Schemes") will be undertaken (as described below in paragraph 5). By this letter, we seek to provide you with further information for each of the above-mentioned steps in the manner described in this letter hereinafter.

4. Approval for proposed amendments to the HSBC Trust Deed

In order to give effect to the Proposed Transaction, the HSBC Trust Deed will have to be amended to, inter alia, authorise the HSBC Trustees to transfer the schemes of another mutual fund to the HSBC Mutual Fund, merge such schemes with the existing schemes of the HSBC Mutual Fund or vice-versa, such that they form part of HSBC Mutual Fund, and authorize the HSBC Trustees to assume trusteeship of such schemes (i.e. clause 2.7 of the draft deed of amendment related to insertion of a new clause "7A Transfer/Merger/Consolidation of schemes by the Trustees") and also undertake certain other amendments necessary for operational convenience (i.e. all clauses other than clause 2.7 of the draft deed of amendment). Such amendments are proposed to be effected by way of a deed of amendment to the HSBC Trust Deed (in terms of the draft attached herewith as Exhibit 2). In terms of the SEBI Letter, SEBI has confirmed its no objection to the proposed amendments to the HSBC Trust Deed. A copy of the HSBC Trust Deed is available at the registered office of the HSBC AMC at 9-11 Floors, NESCO IT Park, Building no.3, Western Express Highway, Goregaon (East), Mumbai, Maharashtra, India – 400063, should you wish to review the same.

In terms of the MF Regulations and the HSBC Trust Deed, we solicit your votes through postal/electronic ballot for approval of the proposed amendments related to the operational convenience to the HSBC Trust Deed (i.e. amendment related to all clauses, other than clause 2.7 of the draft deed of amendment). As per clause 17 of schedule 3 of MF Regulations, amendment stated in clause 2.7 of the draft deed of amendment related to insertion of new clause "7A Transfer/Merger/Consolidation of schemes by the Trustees" does not require approval from unitholders.

Terms of Voting:

- All unitholders of the schemes of the HSBC Mutual Fund, as per the records of the registrar in respect of the HSBC MF Schemes, Computer
 Age Management Services Ltd. ("Registrar"), as at the close of business hours on October 15, 2022, will be entitled to vote in respect of the
 proposed amendments under reference by following the procedure laid down below.
- In case of postal ballot, the unitholders may use the business reply inland enclosed with this letter. Please note that the unitholders shall not have to bear the postal charges for mailing the same.
- Where email ID is available, a communication will be sent on the registered email ID to facilitate electronic mode of ballot.
- Each unitholder will be entitled to one vote for every unit held on the aforesaid date in respect of the proposed amendments to be passed. Any fractional holding (i.e., holding of less than 1 unit) in this regard will be ignored. The voting rights of joint unitholders in a folio/client ID will be considered as a single voting right.

Procedure for voting and determining results of the ballot:

- (a) You are requested to fill and sign the Ballot Paper (enclosed with this notice as **Exhibit 3**), clearly indicating your assent or dissent. (Please note that in case of mode of holding is "**Joint**" or "Anyone or Survivor" basis, the first named unitholder will sign the Ballot Paper).
- (b) You are requested to mail the duly signed and filled-up Ballot Paper as above, such that the Ballot Paper reaches the Registrar not later than the close of business hours on November 21, 2022 at the following address:

Computer Age Management Services Ltd.

Rayala Tower -1, 158 Anna Salai, Chennai - 600 002

Please note that you will not have to bear any postal charges for mailing the Ballot Paper to the Registrar of HSBC Mutual Fund. If you choose to send the duly signed and filled-up Ballot Paper by courier or by other means at your expense, you are requested to superscribe the envelope containing the Ballot Paper with, "HSBC Mutual Fund – Ballot" and send it to the above mentioned address of the Registrar.

- (c) If you require a fresh Ballot Paper, you are requested to contact the Registrar at the above address or visit investor service centres of HSBC AMC as mentioned in **Exhibit I**.
- (d) In case of electronic ballot, you are requested to provide your consent through the link provided in the e-mail communication.
- (e) All duly signed and filled-up Ballot Papers, received by the Registrar upto the close of business hours on November 21, 2022 will be accepted and considered valid for the purpose of determining the results of ballot.
- (f) The Registrar will conduct and control the exercise of the postal ballot and all valid ballot papers will be counted by the Registrar under the supervision of an authorised official of HSBC AMC or, if considered necessary by the HSBC Trustees, an independent scrutinizer appointed by the HSBC Trustees.
- (g) If more than 50% of the total valid votes received are in favour of the proposed amendments, it will stand approved and will be binding on the unitholders of all schemes of HSBC Mutual Fund. You are requested to note that if you do not send the signed and duly filled in Ballot Paper so as to reach the Registrar on or before close of business hours on November 21, 2022, it will be treated as your consent for the proposed amendment of the HSBC Trust Deed. Further, unitholders to note that if no valid vote is received by the Registrar on or before close of business hours on November 21, 2022, then it will be deemed that none of the unitholders of the schemes of HSBC Mutual Fund have any objection to the proposed amendment of the HSBC Trust Deed and the said amendments would stand approved and be binding on the unitholders of all schemes of HSBC Mutual Fund.

You will be intimated the results of the postal/electronic ballot by way of a notice/advertisement in a newspaper.

5. Merger of the Schemes

As mentioned above, the Proposed Transaction contemplates undertaking Merger of the Schemes. The rationale being that on Completion, the HSBC Mutual Fund will have in its product suite, schemes that are similar in nature to the L&T MF Schemes. Therefore, in order to: (i) avoid the existence of two similar schemes; (ii) enable optimum utilization of resources; (iii) present to the unitholders a simplified range of schemes; and (iv) comply with SEBI's scheme categorization circulars issued pursuant to the MF Regulations, it is proposed, in the interest of unitholders, to carry out certain changes to the L&T MF Schemes by implementing changes in their fundamental attributes and by merging identified L&T MF Schemes with identified HSBC MF Schemes or vice-versa, as well as implementing changes in the fundamental attributes of identified HSBC MF Schemes.

The L&T Overnight Fund and HSBC Overnight Fund will be merged/consolidated along with changes to their fundamental attributes, wherein the scheme to be merged is referred to as the "Transferor Scheme", the scheme into which it will be merged is referred to as the "Transferor Scheme" and the new name of the Transferor Scheme is referred to as the "Surviving Scheme".

Name of L&T MF Scheme or HSBC MF Scheme proposed to be merged (the "Transferor Scheme")	Name of HSBC MF Scheme or L&T MF Scheme with which Transferor Scheme is proposed to be merged (the "Transferee Scheme")	Proposed New Name of the Transferee Scheme (the "Surviving Scheme")	
L&T Overnight Fund	HSBC Overnight Fund	HSBC Overnight Fund	

Please refer to the Notice dated October 14, 2022 for the details relating to merger of other L&T MF Schemes and HSBC MF Schemes, changes to fundamental attributes of other HSBC MF Schemes and other changes to L&T MF Schemes and HSBC MF Schemes.

For your better understanding, an illustration regarding the basis of allotment of new units is given below.

Example:

The Transferor Scheme will cease to exist post business hours on the Effective Date. The unitholders of the Transferor Scheme as at the close of

business hours on this date will be allotted units, equivalent to the value of their units in the Transferor Scheme under the corresponding option of the Surviving Scheme at the NAV of this day.

NAV of Transferor Scheme - Growth Option prior to merger (Rs. per unit)	а	20.00
Units held in Transferor Scheme prior to merger	b	100.00
Investment Value in Transferor Scheme prior to merger (c = a*b) (Rs.)	С	2,000.00
NAV of Transferee Scheme – Growth Option on the date of merger (Rs. per unit)	d	15.00
Number of units allotted in Transferee Scheme on the date of merger (e = c/d)	е	133.3333
Investment Value in Transferee Scheme – Growth, post-merger (f = d*e) (Rs.)	f	2,000.00

Please note that the aforesaid is only an illustration and the actual number of units to be allotted under the Surviving Scheme will be determined by the value of units held in the Transferor Scheme and the NAVs of the Transferor Scheme and the Transferee Scheme on the Effective Date. The impact of tax on capital gains and levy of stamp duty charges, if any, has not been considered in the above illustration.

The details of the proposed changes pursuant to the Merger of the Schemes will be updated at the relevant provisions of the scheme information document and key information memorandum. All other terms and conditions of the scheme information document, key information memorandum and the statement of additional information will remain unchanged. Please note that post the Merger of the Schemes, the investment objective, investment pattern, and all the other provisions of the Surviving Scheme as contained in scheme information document and key information memorandum on the Effective Date (as defined in Paragraph 7 below) will be effective for the unitholders of the Surviving Scheme.

The detailed information relating to Merger of the Schemes is set out in Exhibit 4 hereto for your reference.

The additional information and disclosures required relating to the Transferor Scheme and the Transferee Scheme/Surviving Scheme (as applicable) which will facilitate your decision-making in compliance with the SEBI circular no. SEBI/MFD/CIR/05/12031/03 dated 23 June 2003 are set out in **Exhibit 5** hereto for your reference. Unitholders should note and be assured that the Surviving Scheme will at all times be managed in the best interests of all unitholders.

6. Exit Option for Merger of the Schemes

This is to inform you, in accordance with the requirements under the MF Regulations, about the proposed Merger of the Schemes which will take effect from Effective Date, in connection with the Proposed Transaction.

The HSBC Trustees and the board of directors of HSBC AMC, have each approved the Merger of the Schemes by their respective resolutions dated 21 January 2022, and L&T Trustee and L&T AMC have each approved the Merger of the Schemes by their resolutions dated 12 January 2022 and 29 January 2022 and 12 January 2022 and 27 January 2022, respectively. SEBI has also vide the SEBI Letter confirmed its no objection to the Merger of the Schemes. Please refer to **Exhibit 4** hereto for details of the proposed Merger of the Schemes.

As per Regulation 18(15A) of the MF Regulations, changes in fundamental attributes can be carried out only after the unitholders of the concerned scheme have been informed of the change by way of a written communication and an option to exit the scheme within a period of atleast 30 (thirty) days at the prevailing net asset value ("NAV") without any exit load is provided to them.

Therefore, in accordance with the MF Regulations, the Merger of the Schemes are considered as changes in the fundamental attributes of the HSBC Overnight Fund. Accordingly, this letter serves as a written communication to the unitholders of the Merger of the Schemes as set out in paragraph 5 above (the "Relevant Unitholders") and the Relevant Unitholders who do not agree to the Merger of the Schemes are given an option to exit without any exit load.

Please refer to the Notice dated October 14, 2022 for the scheme wise merger and also the scheme related information published on the website https://www.assetmanagement.hsbc.co.in/en/mutual-funds.

The Relevant Unitholders who do not consent to the Merger of the Schemes (as set out in paragraph 5), are provided an option to exit their investment from the HSBC Overnight Fund at the prevailing NAV without any exit load (the "Exit Option"), for a period of atleast 30 (thirty) days from October 21, 2022 to November 21, 2022 (both days inclusive) (the "Exit Option Period"), if they do not wish to be invested in the HSBC Overnight Fund following Completion. However, for investments made during the Exit Option Period, there will be no waiver of exit load. The NAV applicable, for the Relevant Unitholders who choose to exercise the Exit Option would be based on the date/time of receipt of redemption/switch request during business hours on a business day.

The Exit Option can be exercised from October 21, 2022 to November 21, 2022 (both days inclusive and up to 3.00 pm on November 21, 2022), by submitting the redemption/switch request (as set out in **Exhibit 6** hereto) at any of the HSBC AMC/Registrar's branches or through electronic modes such as HSBC Mutual Fund's website (https://invest.assetmanagement.hsbc.co.in) or website of the Registrar (https://www.camsonline.com). Additionally, website/mobile application of MFUI shall be eligible to be considered as 'official points of acceptance' for all financial and non-financial transactions in the schemes of HSBC Mutual Fund electronically. For further information, kindly refer to the website of MFUI (https://www.mfuindia.com/).

However, the Exit Option will not be available to those Relevant Unitholders who have pledged/encumbered their units and on which the HSBC Mutual Fund has marked a pledge/lien unless the release of pledge/encumbrance is obtained prior to the expiry of the Exit Option Period and communicated to the HSBC AMC/Registrar's branches before applying for redemption/switch. In case units have been frozen/locked pursuant to an order of a government authority or a court or pursuant to a regulatory requirement, such Exit Option can be executed only after the freeze/lock order is vacated and on receipt of valid redemption request from those Relevant Unitholders who choose to exercise their Exit Option.

For units held in dematerialised mode, the redemption/switch request will have to be submitted to the respective Depository Participant by the Relevant Unitholder. It is mandatory to update Know Your Customer (KYC)/PAN in the folio for processing of transactions, therefore, the Relevant Unitholders are requested to ensure that PAN and other KYC details is updated in the folio at the time of exercising the Exit Option. The KYC forms are available on the HSBC Mutual Fund's website (https://www.assetmanagement.hsbc.co.in/en/mutual-funds).

The redemption proceeds will be remitted/dispatched to the Relevant Unitholders within 10 (ten) business days from the date of receipt of the redemption request.

The Relevant Unitholders who have registered for Systematic Investment Plan ("SIP")/Systematic Withdrawal Plan ("SWP")/Systematic Transfer Plan ("STP") in the HSBC Overnight Fund and who do not wish to continue their future investments/installment in the respective schemes are required to provide a written request to the HSBC Mutual Fund and it will take at least 21 calendar days to process such requests. Intervening installments will continue to be processed.

The Relevant Unitholders should ensure that change in address/pay-out bank details, if any required by them, are updated in HSBC Mutual Fund's records before exercising the Exit Option. The Relevant Unitholders holding units in dematerialised form may approach their depository participant for such changes.

In accordance with Notice - cum - Addendum dated 14 February 2020 on process for investment made in the name of a minor through a guardian, unitholders are requested to review the bank account registered in the folio and ensure that, at the time of exercising the Exit Option, the registered bank mandate is in the name of the minor or minor jointly with registered guardian in the folio. In case this requirement is not complied with, redemption payout shall not be processed till the time bank account details are updated as above.

The Relevant Unitholders having no objection to the proposed Merger of the Schemes and wishing to remain invested in the HSBC Overnight Fund after completion of the Merger of the Schemes need not take any further action. The Relevant Unitholders may note that the offer to exit is merely an option and not compulsory. We would like the Relevant Unitholders to remain invested in the HSBC Overnight Fund.

The Relevant Unitholders who do not exercise their option to exit their investment from the HSBC Overnight Fund (in accordance with the procedure set out here) will be deemed to have consented to the Merger of the Schemes, and shall continue with their respective rights and privileges under

the Surviving Scheme.

It is hereby clarified that none of the consideration or expenses related to the Proposed Transaction will be charged to the mutual fund schemes operated by HSBC AMC or to the corresponding unitholders.

7. Effective Date of Merger of the Schemes

The Merger of the Schemes are subject to Completion and will come into effect from the close of business hours on the date of Completion ("Effective Date").

Prior to the date of Completion, the HSBC AMC will issue a public notice informing the unitholders of the HSBC MF Schemes about the Completion and the Effective Date. Similarly, L&T AMC will also issue a public notice informing its unitholders about the Completion and the Effective Date.

8. Consequences of Merger of the Schemes

As a result of the Merger of the Schemes, no new scheme will come into effect. On the Effective Date, the Transferor Scheme will cease to exist and the unitholders of the Transferor Scheme as on the Effective Date will be allotted units under the plans/options of the Surviving Scheme as stated below at the applicable NAV as on the close of business hours on the Effective Date. In case of any pledge or lien or other encumbrance marked on any units in the Transferor Scheme, it shall be marked on the corresponding number of units allotted in the Surviving Scheme.

The units of Growth option and IDCW option under Regular/Direct plans of L&T Overnight Fund shall be transferred to the respective Growth and IDCW options under Regular/Direct plans of HSBC Overnight Fund.

Holding in Option & Sub-Option under the Transferor Scheme: L&T Overnight Fund		Applicable NAV of Transferee Scheme for allotment of units on merger	IDCW Policy* of Surviving Scheme
Growth	Growth	Growth	N.A.
Daily IDCW Reinvestment	Daily IDCW Reinvestment	Daily IDCW	Every Business Day
Weekly IDCW Reinvestment	Weekly IDCW Reinvestment	Weekly IDCW	Every Tuesday
Monthly IDCW Payout	Monthly IDCW Payout	Monthly IDCW	25th of every month
Monthly IDCW Reinvestment	Monthly IDCW Reinvestment	Monthly IDCW	25th of every month

^{*} If such day is a non-business day, then the record date shall be the immediately succeeding Business Day.

The Effective Date shall be considered as the merger date of the Transferor Scheme and the Transferee Scheme.

A fresh account statement reflecting the new units allotted under the Surviving Scheme will be sent to the unitholders of the Transferor Scheme. Accordingly, all provisions under the scheme documents of the Surviving Scheme will apply including the provisions on exit load. The period of holding for the purpose of exit load will be computed from the date of allotment of such units in such Transferor Scheme.

The requirement of PAN/KYC and minimum application amount for fresh and additional purchase of units as applicable for the Surviving Scheme, shall not be applicable in respect of units allotted to the unitholders of the Transferor Scheme on account of the Merger of the Schemes.

SIP/SWP/STP registered in the Transferor Scheme will continue under the Surviving Scheme, subsequent to the Merger of the Schemes. Unitholders who do not wish to continue the SIP/SWP/STP in the Surviving Scheme will be permitted to apply for cancellation of their SIP/SWP/STP registration.

HSBC AMC believes that the Merger of the Schemes will add value to the unitholders and HSBC AMC is looking forward to your continued investment.

9. Tax Implications of Merger of the Schemes

There should not be any income-tax implications due to the Merger of the Schemes (as described in paragraph 5 of this letter) in the hands of unitholders since merger/consolidation of mutual fund schemes is considered as a tax neutral event. Transfer of units upon consolidation of mutual fund schemes of two or more schemes of equity-oriented fund or two or more schemes of a mutual fund other than equity oriented fund in accordance with the MF Regulations is exempt from capital gains i.e., any transfer of units of consolidating scheme of a mutual fund, made in consideration of the allotment of the units of the consolidated scheme by the unitholder is not considered as "transfer" by virtue of the provisions of Section 47(xviii) of the Income-tax Act, 1961 (the "IT Act") and hence the gains on such transfer should not be chargeable to tax.

For any redemption/switch transactions post the Merger of the Schemes (as described in paragraph 5 of this letter), the following points are relevant for taxation (held as capital asset):

- For the purpose of classifying the units of consolidated scheme into long term or short term, the period of holding of units acquired in the
 consolidation of schemes of mutual fund shall include the period for which units in consolidating schemes were held by the unitholder in terms
 of the provisions of Section 2(42A) of the IT Act.
- 2. Further, Section 49(2AD) of the IT Act provides that the cost of acquisition of the units acquired in the consolidated scheme of mutual fund (in consideration of allotment of units of consolidating scheme) shall be deemed to be the cost of acquisition of the units in the consolidating scheme of mutual fund.

However, redemption and/or switch of units from the HSBC Overnight Fund during the Exit Option Period shall be considered as redemption and will result in short term/long term capital gain/loss in the hands of the unitholders depending on the period of holding of the investment.

In case of NRI unitholders, TDS would be deducted in accordance with applicable tax laws for redemption/switch-out of units from the HSBC Overnight Fund during the Exit Option Period and same would be required to be borne by such unitholder only.

Securities Transaction Tax ("STT") on redemption/switch-out of units, if any, exercised during the Exit Option Period in HSBC Overnight Fund shall be borne by HSBC AMC.

Stamp duty shall not be levied on the units allotted under the Surviving Scheme, upon the Merger of the Schemes.

In view of the individual nature of tax consequences, unitholders are advised to consult the professional financial/tax advisors with regard to tax and other financial implications arising out of their participation in Merger of the Schemes.

10. RESTRICTIONS UNDER SCHEME INFORMATION DOCUMENTS OF HSBC MF SCHEMES

As per the Scheme Information Documents of HSBC MF Schemes, HSBC AMC does not allow the following persons/entities to invest in any of its schemes:

- United States Person as defined under the Laws of the United States of America, including, without limitation, the rules and regulations
 promulgated by the U.S. Securities and Exchange Commission and the U.S. Commodity Futures Trading Commission; or is a person who has
 elected to be treated as a US tax resident for US federal income tax purposes; and
- Persons residing in Canada.

In accordance with this, with effect from the Effective Date, HSBC AMC shall not accept any transactions requests (other than non-financial transactions and redemptions) from above-stated categories of unitholders of L&T Overnight Fund. Please note that there shall be no restriction for such categories of unitholders from redeeming their investments.

11. UNCLAIMED DIVIDENDS AND REDEMPTIONS

The details of the unclaimed dividend and redemption amounts in the HSBC Overnight Fund as on 30 September, 2022 is set out below.

Scheme Name	Unclaimed Dividend (as	on 30-September-2022)	Unclaimed Redemption (as on 30-September-2022				
	Count of Folio No.	Sum of AUM (in INR)	Count of Folio No.	Sum of AUM (in INR)			
HSBC Overnight Fund	Nil	Nil	Nil	Nil			

Procedure for claiming unclaimed redemption/dividend amounts by unitholders

The request for reissue/revalidation of instruments towards unclaimed redemption/dividend should be made by the unitholder to the Registrar or the offices of HSBC AMC (at the addresses mentioned in <u>Exhibit 1</u> hereto), quoting folio number, scheme name and details of payments not received. This will be verified with the records and fresh instruments will be issued/revalidation will be done for those cases which are unclaimed.

To know the details of unclaimed amounts lying in the folio, unitholders can visit the website of HSBC AMC (https://www.assetmanagement.hsbc.co.in/en/mutual-funds/investor-resources/information-library/unclaimed-redemption).

12. CONTACT INFORMATION

This letter has been issued only to the unitholders of HSBC Overnight Fund who hold units as per the latest details available in the Registrar's records.

In case you require any further information/assistance, please contact us by dialing the toll-free number 1800 200 2434/1800-258-2434 or visit the nearest Investor Service Centres (the details of which are provided in Exhibit 1 hereto) or alternatively, email us at hsbcmf@camsonline.com. Unitholders calling from abroad may call on +91 44 39923900 to connect to our customer care centre.

We look forward to having your continued support and patronage and thank you for investing with us.

For HSBC Asset Management (India) Private Limited (Investment Manager for HSBC Mutual Fund)

Ravi Menon

Chief Executive Officer

Mutual Fund investments are subject to market risks, read all scheme related documents carefully.

CONTACT DETAILS OF THE INVESTOR SERVICE CENTERS OF HSBC MUTUAL FUND

Set out below are the contact details of the Investor Service Centres:

Ahmedabad : Mardia Plaza, CG. Road, Ahmedabad - 380 006;

Bengaluru : No. 7, HSBC Centre, M.G. Road, Bengaluru - 560 001;

Chandigarh : SCO1, Sector 9D, Chandigarh-160 017;

Chennai : No. 13, Rajaji Salai, 2nd Floor, Chennai -600 001;

Hyderabad : 6-3-1107 &1108, Rajbhavan Road, Somajiguda, Hyderabad- 500 082;

Kolkata : 31 BBD Bagh, Dalhousie Square, Kolkata - 700 001;

Mumbai : 52/60, M. G. Road, Fort, Mumbai - 400 001;

New Delhi : Ground Floor, East Tower, BirlaTower, 25, Barakhamba Road, New Delhi - 110 001; and

Pune : Amar Avinash Corporate City, Sector No. 11, Bund Garden Road, Pune - 411 011.

For any queries, unitholders can reach out to us through email at hsbcmf@camsonline.com or call us at 1800 200 2434/1800-258-2434 (Toll Free) or +91 44 39923900 (unitholders calling from abroad).

CAMS official point of acceptance: Kindly visit www.camsonline.com to know the details of the nearest CAMS investor Service Centre.

DRAFT DEED OF AMENDMENT TO THE HSBC TRUST DEED

THIS Deed of Amendment ("Deed") dated _____ ("Effective Date") (to the Indenture of Trust dated February 7, 2002), is made and entered into by and amongst:

- HSBC Securities and Capital Markets (India) Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 52/60 Mahatma Gandhi Road, Fort, Mumbai 400 001, hereinafter referred to as the "Sponsor" (which expression shall where the context so requires include its successors in business and assigns) of the FIRST PART; and
- 2. (A) Ms. Jasmine Batliwalla residing at 15, Bhaweshwar Darshan, 31- D, Pedder Road, Mumbai 400026; (B) Ms. Ho Wai Fun residing at Flat F, 18/F Block 3, Wai Wah Centre, Shatin, New Territories, Hong Kong.; (C) Mr. Nani Javeri residing at Flat 9, Ivorine 154, M. Karve Road, Mumbai 4000 20; and (D) Dr. T. C. Nair residing at Flat No. 201, Preeti CHS, Kanti Nagar, Off J B Nagar, Andheri (East), Mumbai 4000 69, the current trustees of HSBC Mutual Fund, hereinafter collectively referred to as the "Trustees" (which expression shall where the context so requires include their successors in business and assigns or any substitute(s) appointed under the Trust Deed) of the SECOND PART

The Sponsor and the Trustees are hereinafter referred to individually as a "Party" and collectively, as the "Parties".

WHEREAS

- A. The Sponsor and the Trustees have entered into an Indenture of Trust dated February 7, 2002 ("Trust Deed") setting out the terms and conditions relating to the administration of HSBC Mutual Fund and the obligation and duties of the Trustees.
- B. The Sponsor and Trustees are under Clause 21.1 of the Trust Deed empowered to amend or modify the Trust Deed with prior approval of the Securities and Exchange Board of India ("SEBI") and unitholders of the schemes floated under the HSBC Mutual Fund.
- C. The Sponsor, AMC and the Trustees have entered into a transfer agreement dated December 23, 2021 with L&T Finance Holdings Limited, L&T Investment Management Limited and L&T Mutual Fund Trustee Limited, pursuant to which the
 - (a) the schemes of L&T Mutual Fund ("L&T MF Schemes") are proposed to be transferred to and will form an integral part of the HSBC Mutual Fund, and certain L&T MF Schemes and schemes of the Mutual Fund are proposed to be merged/consolidated or vice-versa; (b) the sponsorship, administration, trusteeship and management of the L&T MF Schemes will be handed over to the Sponsor, the Trustees and the AMC, as the sponsor, trustee and asset management company, respectively, of HSBC Mutual Fund, registered as such with SEBI; and (c) the AMC (along with its nominees) will acquire the entire share capital of L&T Investment Management Limited, the asset management company of the L&T Mutual Fund (collectively, the "Proposed Transaction").
- D. In light of the Proposed Transaction and for other operational reasons, the Trustees of the HSBC Mutual Fund have in their meeting held on 21 January 2022 and the board of directors of the Sponsor have by way of a circular resolution passed on 30 January 2022, approved certain amendments to the Trust Deed and passed necessary resolutions to that effect.
- E. Pursuant to the approval dated October 11, 2022 granted by SEBI vide its letter no. SEBI/HO/IMD/IMD RAC2/P/OW/2022/51917/1 consent of the majority of the unitholders of the schemes floated under the HSBC Mutual Fund, the Trustees and the Sponsor have agreed to incorporate the changes required to be stated in the Trust Deed by executing this Deed.
- F. It is proposed that the following amendments as set out in this Deed shall be incorporated in the Trust Deed.

THIS DEED WITNESSED AS FOLLOWS:

1. INTERPRETATION

- 1.1. Capitalized terms and expressions used herein shall, unless otherwise defined herein, or unless the context otherwise requires, have the meanings ascribed to them in the Trust Deed.
- 1.2. All terms and conditions regarding the interpretation and construction of the Trust Deed shall be deemed to be incorporated herein.
- 1.3. Recitals stated above shall form an operative part of this Deed.

2. AMENDMENTS TO THE TRUST DEED

2.1. The definitions of "Asset Management Company" (Clause 1(a)), "Assets" (Clause 1(b)), "Investments" (Clause 1(h)), "SEBI Regulations" (Clause 1(l)), "Unit" (Clause 1(m)) in the Trust Deed shall be amended and read as follows and the definitions of "Initial Contribution" and "Unit Capital" shall be inserted in the Trust Deed as Clauses 1(hA) and 1(mA), respectively:

(a) "Asset Management Company" or "Investment Manager"	means HSBC Asset Management (India) Private Limited, a company incorporated under the Companies Act, 1956 with its registered office at 9- 11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai, Maharashtra, India - 400063 and also includes any other asset management company approved as such by SEBI under sub regulation (2) of Regulation 21 of the SEBI Regulations and appointed by the Trustees to operate and manage the functioning of the Mutual Fund.
(b) "Assets"	means the Contribution and Unit Capital and shall include all Investments in which the said contribution and Unit Capital are invested, all additions thereto and any income, interest, dividends and accretions to the above or other benefit arising therefrom and other properties which may be substituted for or added thereto.
(c) "Initial Contribution"	means the sum of Rs. 1,00,000 (Rupees One Lakh only) entrusted by the Sponsor to the Trustees on or before the execution of this Instrument as initial contribution towards the corpus of the Mutual Fund.
(d) "Investments"	means any investments, cash, negotiable instruments, securities, bullion or property, as permitted by the SEBI Regulations, for the time being and from time to time forming part of the Mutual Fund's assets and which may be converted or varied from time to time.
(e) "SEBI Regulations"	means the Securities and Exchange Board of India (Mutual Fund) Regulations, 1996, as amended from time to time, rules or regulations thereunder and all applicable circulars, guidelines, notices issued by SEBI and as applicable to the Mutual Fund and/or the Trustees and/or the Investment Manager, as the case may be.
(f) "Unit"	means the interest of the investors in any scheme of HSBC Mutual Fund, which consists of each unit representing one undivided share in the Assets of that scheme and includes any fraction of a Unit which shall represent the corresponding fraction of one undivided share in the assets of that scheme.
(g) "Unit Capital"	means aggregate of the monies and/or property received from the Unitholders in respect of the scheme(s) of the Mutual Fund launched under and in accordance with the SEBI Regulations of the Mutual Fund.

- 2.2. Clause 4.1 of the Trust Deed shall be amended and be read as follows:
 - "4.1 The meetings of the Trustees shall be held at least once in every two calendar months and at least six such meetings shall be held every year. The quorum for a meeting of the Trustees shall not be less than one-third of its total strength of the Trustees or two Trustees whichever is higher, provided that at least one independent Trustee is present at the meeting."
- 2.3. Clause 5.1 of the Trust Deed shall be replaced with and be read as follows:
 - "5.1 In case of the Board of Trustees, each independent Trustee shall during the continuance of this Trust and until the Trust hereof is finally wound up and whether or not the Trust is in the course of administration by or under the order or directions of any court, be entitled to receive as and by way of Trustees' fees for services rendered herein, a sum of INR 60,000 for each meeting of the Board of Trustees attended by such Trustees or such other sum as may be mutually agreed between the Sponsor and the Board of Trustees from time to time, subject to the SEBI Regulations. Provided further that if a body corporate is appointed as Trustee, then such Trustee shall be entitled to receive as and by way of fees for services rendered herein up to 1% of the assets under management of the scheme of the Mutual Fund or such other sum as may be decided by the Trustee from time to time, subject to the SEBI Regulations.
- 2.4. The term "Stock Exchange" appearing in Clause 7.1 shall be replaced with "stock exchange".
- 2.5. Clause 7.10 of the Trust Deed shall be amended and be read as follows:
 - "7.10 pay all costs, charges, expenses and outgoings of and incidental to the administration and execution of the Trust and the management and maintenance of the Assets and all expenses incurred for the same (including remuneration of the Trustees) in accordance with and subject to the limits under SEBI Regulations, that may be stipulated from time to time."
- 2.6. The term "investments" appearing in Clause 7.19 shall be replaced with "Investment".
- 2.7. Clause 7A shall be inserted and be read as follows:
 - "7A Transfer/Merger/Consolidation of schemes by the Trustees:
 - (a) The Trustees may, subject to the approval of SEBI, and in the interest of the Unitholders, transfer the trusteeship together with the full responsibility for the trusteeship, management and administration of any one or more schemes to the trustee and the asset management company of another mutual fund registered under the SEBI Regulations ("Transferee Mutual Fund"). Such transfer of trusteeship, management and administration may be effected upon such terms and conditions as may be prescribed by SEBI, and such terms and conditions as may be agreed to by the Trustees and the Asset Management Company with the trustee and the asset management company of the Transferee Mutual Fund. Forthwith upon the completion of such transfer of trusteeship, management and administration of the schemes in the aforesaid manner, the Trustees and the Asset Management Company shall be released of all their future obligations and responsibilities in respect of such transferred schemes.
 - (b) The Trustees may, subject to the approval of SEBI, and in the interest of the Unitholders, takeover the trusteeship together with the full responsibility for the trusteeship, management and administration of any one or more schemes from the trustee and the asset management company of another mutual fund registered under the SEBI Regulations ("Transferor Mutual Fund") together with their respective assets and investments and assume liabilities and act as trustee to the said schemes in accordance with the SEBI Regulations. Such takeover of trusteeship, management and administration may be effected upon such terms and conditions as may be prescribed by SEBI, and such terms and conditions as may be agreed to by the Trustees and the Asset Management Company with the trustee and the asset management company of the Transferor Mutual Fund.
 - (c) Subject to the SEBI Regulations, the Trustees may merge or consolidate the Mutual Fund or any of the schemes of the Mutual Fund with any other mutual fund or schemes of any other mutual fund or vice-versa, as the case may be.
- 2.8. The term "Scheme" appearing in Clause 8.1 shall be replaced with "scheme".
- 2.9. The terms "investments" and "investment" appearing in Clause 8.13 shall be replaced with "Investments" and "Investment", respectively.
- 2.10. Clause 8.15 of the Trust Deed shall be amended and be read as follows:
 - "8.15 The Trustees shall segregate the Assets of the Mutual Fund from all other assets held by them whether beneficially or as trustees of some other trust and shall also segregate and maintain separate Assets pertaining to each scheme."
- 2.11. Clause 8.20(d) of the Trust Deed shall be deleted.
- 2.12. The term "units" appearing in Clause 8.22 shall be replaced with "Unit".
- 2.13. The term "Allocation of Payments" appearing in Clause 10 shall be replaced with "Allocation of Payments to Capital or Income".
- 2.14. Clause 10.1 of the Trust Deed shall be amended and be read as follows:
 - "10.1 The allocation of payments to capital or income or both will be based on the nature of the scheme, and subject to the provisions of the scheme offer document, the accounting policies followed by the respective scheme, and applicable SEBI Regulations."
- 2.15. The term "instrument" appearing in Clause 13.1 shall be replaced with "Instrument".
- 2.16. Clause 13.1(b) of the Trust Deed shall be deleted
- 2.17. The term "this Agreement" appearing in Clause 17.3(b) shall be replaced with "the Investment Management Agreement".
- 2.18. Clause 19.1(c) shall be inserted and be read as follows:
 - "19.1(c) Such other procedures set forth by SEBI under the SEBI Regulations for votes by Unitholders or such other procedures which may be deemed appropriate by the Trustees and approved by SEBI."
- 2.19. Clause 19.2 shall be inserted and be read as follows:
 - "19.2 Unitholders shall be entitled to one vote per Unit held on all matters to be voted upon by the Unitholders."
- 2.20. Clause 19.3 shall be inserted and be read as follows:
 - "19.3 If the SEBI Regulations do not prescribe any guidelines in this respect, the Trustees shall approve detailed guidelines as laid down by the AMC for the actual conduct and accomplishment of seeking approval of the Unitholders and announcement of its results."
- 2.21. Clause 25.2 of the Trust Deed shall be amended and be read as follows:
 - "25.2 Without prejudice to the provisions herein before, any scheme forming a part of the Mutual Fund may be closed, dissolved, wound up or terminated and the proceeds of the investments of such scheme may be distributed in accordance with provisions of the relevant scheme and SEBI Regulations."

3. EFFECTIVENESS OF THE DEED

- 3.1. This Deed shall be effective as of the Effective Date.
- 3.2. Except to the extent amended/modified/substituted by this Deed, all the other terms and conditions of the Trust Deed shall remain in full force and effect, unaltered and binding on the Parties thereto.
- 3.3. This Deed shall form an integral part of the Trust Deed and the Trust Deed shall stand amended/modified to the extent provided herein.
- 3.4. In case of any conflict between the provisions of this Deed and those contained in the Trust Deed, the provisions of this Deed shall prevail to the extent of conflict.

IN WITNESS WHEREOF each of the Parties has caused this Deed to be executed by its duly authorized representative as of the date first written above.

or and on behalf of	
HSBC Securities and Capital Markets (India) Private Limited
Ву:	
Name:	
Title: Authorized Signatory	
Date:	
CIONED AND DELIVERED by the	
SIGNED AND DELIVERED by the within named Trustees	
X	X
Mr. Nani Javeri	Dr. T. C. Nair
WII. INAIII Saveii	DI. I. C. IVali
Date:	Date:
X	X
Ms. Jasmine Batliwalla	Ms. Ho Wai Fun
wis. Jasinine Batiiwalia	ivis. Ho wai run
Date:	Date:



POSTAL BALLOT FORM

Please read the "Notes" and "Instructions" given below before filling up and sending the Postal Ballot Form attached herewith.

NOTES

- 1 'Unitholder' · means a person holding unit(s) in a scheme of HSBC Mutual Fund as on the record date.
- 2 The postal ballot forms are sent to the unitholders at their addresses registered against their folio/client id.
- 3 All postal ballot forms received after 5.00 pm on the November 21, 2022 will be treated as if reply from such unitholder(s) has not been received.
- 4 Incomplete, unsigned or incorrect postal ballot forms will be rejected. The Scrutinizer's decision on the validity of the postal ballot shall be final and binding.

INSTRUCTIONS FOR VOTING USING THE POSTAL BALLOT FORM

- 1 A unitholder desiring to exercise his/her vote through postal ballot may complete the attached postal ballot form and send it to the Scrutinizer, appointed by the HSBC Trustees in the attached self addressed postage prepaid business reply envelope.
- 2 The postal ballot form should be completed in all respects and signed by the unitholders.
- In case of joint holding, the postal ballot form should be completed and signed by jointly by all the unitholders (as per specimen signature registered with HSBC Mutual Fund).
- 4 In case of joint holding (either or survivor), the postal ballot form should be completed and signed by either of the unitholders (as per specimen signature registered with HSBC Mutual Fund).
- In case of a HUF, the postal ballot form should be completed and signed by the karta in that capacity under the seal (stamp) of the karta (as per specimen signature registered with HSBC Mutual Fund).
- In case of a partnership firm, the postal ballot form should be completed and signed by the authorised signatory(ies) under the seal (stamp) of the partnership firm as per specimen signature registered with HSBC Mutual Fund).
- In case of companies, trusts, societies, etc., the postal ballot form should be completed and signed by the authorised signatory(ies) under the seal (stamp) of the company, trust, society as the case may be (as per specimen signatory registered with HSBC Mutual Fund).
- 8 Please do not attach with the postal ballot form any other communication. Please do not write any service requests, grievances or complaints, on the postal ballot form. Such communications will not be taken cognisance of.

POSTAL BALLOT FORM

(Please read the instructions carefully before completing this Form)

Name of First Holder (BLOCK LETTERS)																								
Name of Second Unit Holder (BLOCK LETTERS)																								
Name of Third Unit Holder (BLOCK LETTERS)																								
Folio Number																								
PAN		Firs	st U	Jnit	Но	ldei	r			Sec	conc	d Ur	nit I	Holo	der			T	hird	Un	nit F	Hold	er	
For units held in electronic mode																								
DP ID No.																								
Client ID No.																								
I/We unit holders of HSBC Mutual Fund dated October 14, 2022 and Fund as required under the said con	prov	de o	ur	con																				
(Please Tick (✓) the relevant op	otion)																							
I Agree																								
I Disagree																								
×																								
Signature of 1st Unitholder/Au	thoris	sed s	sigr	nato	ory	,																		
×																								
Signature of 2nd Unitholder/Au	uthori	sed	sig	nat	ory	y																		
x																								
Signature of 3rd Unitholder/Au	thoris	sed s	sigi	nat	ory	,																		

For any queries, unitholders can reach out to us through email at $\underline{\text{hsbcmf@camsonline.com}}$ or call us at 1800 200 2434/1800-258-2434 (Toll Free) or +91 44 39923900 (unitholders calling from abroad).

DETAILS IN RELATION TO MERGER OF THE SCHEMES

Key Features:

Name of the scheme	Schen	Overnigh me Getting Insferor So	Merged		Scheme with whic is proposed	ernight Fund h Transferor S to be Merged ee Scheme")	cheme	HSBC Over Surviving Schen	ŭ	er
Type of scheme	An open-ende in overnight s interest rate ri risk.	securities.	A relative	ely low	An open-ended de in overnight secur interest rate risk an risk.	ities. Relative	ly low	An open-ended debin overnight securities interest rate risk and risk.	es. A relative	ely low
Investment Objective	The investment is to generate with the over assurance the Scheme will be does not as returns.	te regular rnight rat at the o be realised	returns es. There bjective and the S	in line is no of the Scheme	The scheme aims returns commensuand high degree investments in a However, there is rinvestment objective achieved.	rate with lo of liquidity to overnight section assurance t	w risk hrough curities. hat the	The scheme aims to returns commensural and high degree of investments in own However, there is not investment objective be achieved.	ite with lov f liquidity t vernight sec assurance th	w risk hrough curities. hat the
Asset Allocation	Under norm anticipated the Scheme w	at the as	set alloca		Under normal ci anticipated that th the Scheme will be	e asset alloca		Under normal circ anticipated that the as Scheme will be as follows:	sset allocation	
	Instruments		Allocation et assets)	Risk Profile	Instruments	Normal Allocation (% of Net Assets)	Risk Profile	Instruments	Normal Allocation (% of Net Assets)	Risk Profile
	Overnight securities having maturity of 1 day*	0% vill be mad	100%		Debt, Money Market instruments, Cash and Cash equivalents (including Repo) with overnight maturity/maturing	Up to 100%	Low	Debt, Money Market instruments, Cash and Cash equivalents (including Repo) with overnight maturity/maturing on or before next business day*	Up to 100%	Low
	applicable SEI as specified fr	BI and/or rom time t	AMFI gui to time.	delines	on or before next business day Pursuant to SEBI of			G-secs and/or T-bills with a residual maturity of upto 30	0-5%	Low
	including more TREP/reverse including float overnight mat a wornight mat a foreign float overnight flo	repo, debting rate in turity. Ret instrictificate apers, T-bi EP, bill recepts of the promissor (SBLC) be vernment turity of ents as e uments were insulated including rounder to the promissor of the promissor	ot instruments of depositions of dep	ents^^, s, with would osits, reverse ig, bills tandby mercial having d such m time ude all s such sector ations, / linked honds, , state bonds, nicipal / other ulators n repos ts total Foreign deposits nks as ations. er into	IMD/DF2/CIR/P/December 10, 20: deploy not excee- assets of the Sch Securities and/or a residual maturit for the purpose of as margin and contransactions. It may aforesaid deployme Government Securities with a residual 30 days will be into SEBI circular not CIR/P/2017/114 day and asset allocation specifies the requirement by the securities maturin business day. If the Scheme desecurities debt, if the Investment of investments will reference to the corpus The scheme will not Foreign Securities, Securities Lending The investments would be in Tripart debt and money may cash and cash equire maturity / maturing business day. The in Repo/Reverse is Corporate Debt Sovernight in accord issued by SEBI from	21, the Scherding 5% of the deme in Gove Treasury bill try of upto 30 of placing the billateral for the bill	me can he net roment is with 0 days same certain hat the neme in reasury of upto for a more same certain that the neme in reasury of upto for a more same certain to not ernight in the next in tion of the such exceed e. Autives, Swaps, ing. Cheme repo, and and remight renext invest in the next invest in the next invest in the next invest invest invest invest invest in the next invest invest invest invest in the next invest investing i	# In accordance with S HO/IMD/DF2/CIR/P/2 10, 2021 (as amende the scheme can deploy of the net assets of the analysis of the net assets of the author 30 days for the pame as margin and transactions. It may be noted the deployment by the Scheme scheme to the scheme to the scheme to the scheme to the scheme which specificating to investmen overnight securities may be noted the scheme which specificating to investmen overnight securities may be scheme to the sch	021/683 dated from time to y, not exceeding the scheme in residual matuurpose of place collateral for that the afound hat the afound hat the afound hat the afound hat such instruments and Addition at under SEBI circle and Addition at under SEBI of the full features in the sent and Addition at under SEBI circle	ed Decorption of the control of the

Name of the scheme	L&T Overnight Fund Scheme Getting Merged ("Transferor Scheme")	HSBC Overnight Fund Scheme with which Transferor Scheme is proposed to be Merged ("Transferee Scheme")	HSBC Overnight Fund Surviving Scheme Post Merger
	The portfolio of the Scheme will have the following characteristics: Investment will be made in the Debt and Money Market Instruments as		Investments will be made in line with th asset allocation of the Scheme and th applicable SEBI and/or AMFI guidelines a specified from time to time.
	mentioned above. The Scheme will make investment in/purchase debt and money market securities with maturity of upto 1		Pending deployment of funds, the Scheme may invest them into deposits a scheduled commercial banks as permitted under the extant Regulations.
	 day only. Inter-scheme transfers will be permitted for debt and money market securities with maturity of upto 1 day only. Further, the term 'maturity' shall 		The Scheme may also enter into "Repo or such other transactions as may be allowed by SEBI regulations from time time. The Scheme may take exposure in reprof corporate bonds up to 10% of its tot
	mean: In case of securities where the principal is to be repaid in a single payout the maturity of the securities shall mean residual maturity. In case the principal is to be repaid in more than one payout then the maturity of the securities shall be calculated on the basis of weighted average maturity of the security. In case the maturity of the security		assets of the Scheme. The investments under the Schem would be in Triparty Repo, reverse repute debt and money market instruments are cash and cash equivalents with overnight maturity/maturing on or before new business day. The Scheme may inversin Repo/Reverse Repo transactions Corporate Debt Securities maturity overnight in accordance with guideline issued by SEBI from time to time.
	falls on a non-Business Day then settlement of the securities will take place on the next Business Day. Please refer to paragraph "Overview of Debt Markets" to understand the debt markets and the instruments		The cumulative gross exposure of the Scheme in debt instruments and any oth instruments as permitted by SEBI subjector requisite approvals, if any, from time to time shall not exceed 100% of the Nasset of the scheme.
	 available in the debt markets. The cumulative gross exposure in debt and money market instruments and such other securities/assets as may be permitted by SEBI from time to time shall not exceed 100% of the net assets of the Scheme. 		Due to market conditions, the AMC minvest beyond the range set out in the asset allocation. Such deviations shormally be for short term and defensions considerations as per SEBI Circular in SEBI/HO/IMD/DF2/CIR/P/2021/024 date March 4, 2021 and the fund manager with rebalance the portfolio within 30 calend days from the date of deviation.
nvestment Strategy	managed to generate returns to match the investment objective and to maintain adequate liquidity to accommodate funds movement. Since the investments	The aim of HSBC Overnight Fund is to offer returns in line with the extant overnight call/money market rates. The scheme will have low risk and offer a very high degree of liquidity as it will invest	The aim of the scheme is to offer returns line with the extant overnight call/mone market rates. The scheme will have lo risk and offer a very high degree of liquidi as it will invest only in overnight securitie
	of the scheme would be predominantly in overnight securities, the interest rate risk of the portfolio is likely to be extremely low which is in line with the investment objective and as a result a	only in overnight securities. Investments would be made normally in overnight securities including Tri-party Repo/Reverse repos, debt instruments	Investments would be made normally overnight securities including Tri-par Repo/Reverse repos, debt instrumer with overnight maturity/liquidity.
	significant proportion of the total returns is likely to be in the form of income yield or accrual.	with overnight maturity/liquidity. The Scheme may invest in other Scheme(s) managed by the AMC or in the schemes of any other mutual fund, provided it is in conformity with the investment objectives of the Scheme and in terms of the prevailing Regulations. As per the Regulations, no investment management fees will be charged for such investments.	The Scheme may invest in other Scheme managed by the AMC or in the scheme of any other mutual fund, provided is in conformity with the investme objectives of the Scheme and in tern of the prevailing Regulations. As per the Regulations, no investment manageme fees will be charged for such investment since investing requires disciplined in
		Since investing requires disciplined risk management, the AMC would incorporate adequate safeguards for controlling risks in the portfolio construction process.	management, the AMC would incorpora adequate safeguards for controlling risks the portfolio construction process. Since providing liquidity is of paramou importance, the focus will be to ensure
		Since providing liquidity is of paramount importance, the focus will be to ensure liquidity while seeking to maximise the yield. A mix of money market and debt instruments will be used to achieve this. The Investment Team of the AMC will carry out rigorous in	importance, the focus will be to ensuliquidity while seeking to maximise tyield. A mix of money market and de instruments will be used to achieve the The Investment Team of the AMC will call out rigorous in depth credit evaluation the money market and debt instrument proposed to be invested in. The credit evaluation the money market and debt instrument.
		depth credit evaluation of the money market and debt instruments proposed to be invested in. The credit evaluation includes a study of the operating environment of the issuer, the past track	evaluation includes a study of the operati environment of the issuer, the past tra record as well as the future prospec of the issuer and the short term/lo term financial health of the issue

Name of the scheme	L&T Overnight Fund Scheme Getting Merged ("Transferor Scheme")	HSBC Overnight Fund Scheme with which Transferor Scheme is proposed to be Merged ("Transferee Scheme")	HSBC Overnight Fund Surviving Scheme Post Merger
		record as well as the future prospects of the issuer and the short term/long term financial health of the issuer. The Scheme may invest in unlisted and/or privately placed and/or unrated debt securities subject to the limits indicated under "Investment Restrictions for the Scheme(s)" in the SID, from issuers of repute and sound financial standing. If investment is made in unrated debt securities, the approval of the Board of the AMC and the Trustees or the Investment Management Committee (within the broad parameters approved by the Board of the AMC and the Trustees) shall be obtained, as per the Regulations. The Fund may invest a part of the portfolio in various debt securities issued by corporates and/or state and central government. Such government securities may include securities which are supported by the ability to borrow from the treasury or supported only by the sovereign guarantee or of the state government as currently by COL/costet.	The Scheme may invest in unlisted and/or privately placed and/or unrated debt securities subject to the limits indicated under "Investment Restrictions for the Scheme(s)" in the SID, from issuers of repute and sound financial standing. If investment is made in unrated debt securities, the approval of the Board of the AMC and the Trustees or the Investment Management Committee (within the broad parameters approved by the Board of the AMC and the Trustees) shall be obtained, as per the Regulations. The Fund may invest a part of the portfolio in various debt securities issued by corporates and/or state and central government. Such government securities may include securities which are supported by the ability to borrow from the treasury or supported only by the sovereign guarantee or of the state government or supported by GOI/state government in some other way.
Tier 1 Benchmark Index	NIFTY 1D Rate Index	government or supported by GOI/state government in some other way. CRISIL Overnight Fund A-I Index	CRISIL Overnight Fund A-I Index
Plan / Options / Sub-options	 Growth Growth - Direct Income Distribution cum Capital Withdrawal Option (IDCW) Income Distribution cum Capital Withdrawal Option (IDCW) - Direct - Payout of IDCW - Monthly - Reinvestment IDCW - Daily, Weekly, Monthly 	Growth Growth – Direct Income Distribution cum Capital Withdrawal Option (IDCW) Income Distribution cum Capital Withdrawal Option (IDCW) – Direct – Payout of IDCW – Weekly, Monthly – Reinvestment IDCW – Daily, Weekly, Monthly HSBC Overnight Fund has four separate plans for the limited purpose of deploying the unclaimed redemption and dividend amounts into this scheme.	plans for the limited purpose of deploying
		These plans are not available for regular investments / switches by investors. The investment objective, asset allocation pattern, investment strategy, risk factors and portfolio of these Plans are same as other existing plans of HSBC Overnight Fund. These plans only have growth option. Further, the Total Expense Ratio of these four plans is capped, at 50 bps, as per extant SEBI (Mutual Funds) Regulations, 1996 and there will be no exit load charged, as required under the aforesaid circular. The list of names and address of Unitholders in whose folios there are unclaimed amounts along with the process of claiming such unclaimed amounts are available on our website.	These plans are not available for regular investments/switches by investors. The investment objective, asset allocation pattern, investment strategy, risk factors and portfolio of these Plans are same as other existing plans of HSBC Overnight Fund. These plans only have growth option. Further, the Total Expense Ratio of these four plans is capped, at 50 bps, as per extant SEBI (Mutual Funds) Regulations, 1996 and there will be no exit load charged, as required under the aforesaid circular. The list of names and address of Unitholders in
Loads (Including	Entry Load*: Not Applicable Exit Load: Nil	Entry Load*: Not Applicable Exit Load: Nil	Entry Load*: Not Applicable Exit Load: Nil
SIP/STP where applicable)	If the AMC introduces an Exit Load, a switch-out or a withdrawal under SWP or transfer under STP may also attract the applicable Exit Load like any redemption.	The exit load set forth above is subject to change at the discretion of the AMC and such changes shall be implemented prospectively.	The exit load set forth above is subject to change at the discretion of the AMC and such changes shall be implemented prospectively.
	No Exit Load will be chargeable in case of switches made between different options of the Scheme. No Exit Load will be chargeable in case of Units allotted on account of dividend reinvestments, if any.	*In terms of SEBI circular no. SEBI/IMD/ CIR No.4/168230/09 dated June 30, 2009, no entry load will be charged to the investor effective August 1, 2009. No exit load (if any) will be charged for units allotted under bonus/Reinvestment of IDCW option.	*In terms of SEBI circular no. SEBI/IMD/CIR No.4/168230/09 dated June 30, 2009, no entry load will be charged to the investor effective August 1, 2009. No exit load (if any) will be charged for units allotted under bonus/Reinvestment of IDCW option.

Name of the scheme	L&T Overnight Fund Scheme Getting Merged ("Transferor Scheme")	HSBC Overnight Fund Scheme with which Transferor Scheme is proposed to be Merged ("Transferee Scheme")	HSBC Overnight Fund Surviving Scheme Post Merger
Liquidity	The Scheme will offer Units for Purchase and Redemption at Applicable NAV on every Business Day. The Mutual Fund will endeavour to dispatch the Redemption proceeds within 3 Business Days from the date of acceptance of the Redemption request.	Being an open ended Scheme, Units may be purchased or redeemed on every Business Day at NAV based prices, subject to provisions of exit load, if any. As per the regulations, the Fund/AMC shall dispatch the redemption proceeds within 10 business days of receiving the redemption request. The Fund will, under normal circumstances, endeavour to dispatch redemption proceeds within 1 Business Day.	Being an open ended Scheme, Units may be purchased or redeemed on every Business Day at NAV based prices, subject to provisions of exit load, if any. As per the regulations, the Fund/AMC shall dispatch the redemption proceeds within 10 business days of receiving the redemption request. The Fund will, under normal circumstances, endeavour to dispatch redemption proceeds within 1 Business Day.
PRC	AI	AI	AI
Segregated Portfolio	Not Enabled	Not Enabled	Enabled

Investment Restrictions for Securitised Debt:

In terms of SEBI Circular No. SEBI/IMD/CIR No.6/63715/06 dated March 29, 2006, for investments made in Securitised Debt (mortgage backed securities and asset backed securities), restrictions as per Clause 1 of Seventh Schedule shall not apply at the originator level.

Risks associated with investments in securitised debt:

- The underlying assets in securitised 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 such receivables depend upon various factors, including macro-economic factors of these industries and economies. Further, specific factors like the nature and adequacy of property mortgaged against these borrowings, the nature of loan agreement/mortgage deed in case of home loans, adequacy of documentation in case of auto finance and home loans, capacity of a borrower to meet his obligations on borrowings in case of credit cards and intentions of the borrower also influence the risks relating to asset borrowings underlying securitised debt. Additionally, the nature of the asset borrowings underlying the securitised debt also influences the underlying risk, for instance while residential mortgages tend to have lower default rates, repossession and recovery is easier in case of commercial vehicles. Credit rating agencies take into account a series of such factors and follow an elaborate system involving stipulation of margins, over-collateralisation and guarantees to provide a rating for securitised debt.
- In case of securitised debt, changes in market interest rates and pre-payments may not change the absolute amount of receivables for the investors but may have an impact on the reinvestment of the periodic cash flows that an investor receives on securitised papers.
- Tenor risk: While building the planned amortization schedule for a PTC, there can be a clause stating a minimum percentage of receivable by the issue to stick to the initial cash flows. If the receivables are less than the minimum stated receivables then the tenor of the PTC can get elongated or vice versa.
- Risk due to prepayment: Asset securitization is a process whereby commercial or consumer credits are packaged and sold in the form of financial
 instruments. In the event of pre-payment of the underlying debt, investors may be exposed to changes in tenor and yield.
- Liquidity Risk: Presently, despite recent legal developments permitting the listing of securitised debt instruments, the secondary market for securitised debt in India is not very liquid. Even if a more liquid market develops in the future, secondary transactions in such instruments may be at a discount to initial issue price due to changes in the interest rate structure.
- Limited Recourse, Delinquency and Credit Risk: Certificates issued on investment in securitised debt represent a beneficial interest in the underlying receivables and there is no obligation on the issuer, seller or the originator in that regard. Defaults on the underlying loan/decline in project SPV's receivables can adversely affect the pay outs to the investors and thereby, adversely affect the NAV of the Scheme. While it is possible to repossess and sell the underlying asset, various factors can delay or prevent repossession and the price obtained on sale of such assets may be low. 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 a 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.
- Bankruptcy Risk: If the originator of securitised debt instruments in which the Scheme invest is subject to bankruptcy proceedings and the court
 in such proceedings concludes that the sale of the assets from originator to the trust was not a 'true sale', then the Scheme could experience
 losses or delays in the payments due. Normally, care is taken in structuring the securitization transaction so as to minimize the risk of the sale
 to the trust not being construed as a 'true sale'.
- Risk of Co-mingling: Servicers in a securitization transaction normally deposit all payments received from the obligors into a collection account.
 However, there could be a time gap between collection by a servicer and depositing the same into the collection account. In this interim period, collections from the loan agreements by the servicer may not be segregated from other funds of the servicer. If the servicer fails to remit such funds due to investors, investors in the Scheme may be exposed to a potential loss.

Segregated Portfolio provisions

In order to ensure fair treatment to all investors in case of a Credit Event and to deal with liquidity risk, SEBI (vide its circular no. SEBI/HO/IMD/DF2/CIR/P/2018/160 dated December 28, 2018) has allowed creation of Segregated Portfolio of debt and money market instruments by mutual fund schemes.

Benefits associated with Segregated Portfolio

The creation of Segregated Portfolio is aimed at ring fencing a bad asset and restrict cascading effect of illiquidity on the rest of portfolio. This will ensure fair treatment to all investors in case of a Credit Event and allow HSBC AMC to deal with liquidity risk. This offers advantage to the investors in the following ways:

- Protecting interest of the investors It protects investors from exits of large investors as segregation of bad assets help in stabilizing the NAV
 and minimize panic redemptions, thereby providing a cushion to the liquid portfolio of the Scheme.
- Fair treatment to the investors New investors coming to the Scheme (Main Portfolio) after the Credit Event will neither get benefit of
 subsequent recovery, if any, of the bad assets nor will they have to bear the cost of further reduction in value of bad assets. Furthermore, an
 existing investor exiting from the liquid portfolio (Main Portfolio) after the Credit Event shall still be entitled to receive his portion of subsequent
 recovery of bad assets in the Segregated Portfolio.

The salient features of creation of Segregated Portfolio is given as below:

Creation of Segregated Portfolio

Creation of Segregated Portfolio shall be subject to guidelines specified by SEBI from time to time and includes the following:

- 1) Segregated Portfolio may be created, in case of a Credit Event at issuer level i.e., downgrade in credit rating by a SEBI registered Credit Rating Agency ("CRA"), as under:
 - a. Downgrade of a debt or money market instrument to 'below investment grade', or
 - b. Subsequent downgrades of the said instruments from 'below investment grade', or
 - c. Similar such downgrades of a loan rating.
- 2) In case of difference in rating by multiple CRAs, the most conservative rating shall be considered. Creation of Segregated Portfolio shall be based on issuer level Credit Events as mentioned above and implemented at the ISIN level.
- 3) In case of unrated debt or money market instruments of an issuer that does not have any outstanding rated debt or money market instruments, actual default of either the interest or principal amount by the issuer of such instruments shall be considered as a Credit Event for creation of Segregated Portfolio.
- 4) In case of debt instruments with special features mentioned above, if the instrument is to be written off or converted to equity pursuant to any proposal, the date of said proposal may be treated as the Trigger Date. However, if the said instruments are written off or converted to equity without proposal, the date of write off or conversion of debt instrument to equity may be treated as the Trigger Date.
- 5) Creation of Segregated Portfolio is optional and is at the discretion of the AMC.

Definitions

- 1) The term 'Segregated Portfolio' means a portfolio, comprising of debt or money market instrument affected by a Credit Event that has been segregated in a mutual fund scheme.
- 2) The term 'Main Portfolio' means the scheme portfolio excluding the Segregated Portfolio.
- 3) The term 'Total Portfolio' means the scheme portfolio including the securities affected by the Credit Event.

Process for Creation of Segregated Portfolio

- 1) On the date of Credit Event, the AMC shall decide on creation of Segregated Portfolio. Once the AMC decides to create Segregated Portfolio, it shall:
 - a. seek approval of Board of Trustees prior to creation of the Segregated Portfolio;
 - b. immediately issue a press release disclosing its intention to segregate such debt and money market instrument and its impact on the investors. The Fund will also disclose that the segregation shall be subject to the Trustees approval. Additionally, the said press release will be prominently disclosed on the website of the AMC; and
 - c. ensure that till the time the Trustees approval is received, which in no case shall exceed 1 business day from the day of Credit Event, the subscription and redemption in the scheme will be suspended for processing with respect to creation of units and payment on redemptions.
- 2) Once the Trustees approval is received by the AMC:
 - a. Segregated Portfolio will be effective from the day of Credit Event.
 - b. The AMC shall issue a press release immediately with all relevant information pertaining to the Segregated Portfolio. The said information will also be submitted to SEBI.
 - c. An e-mail or SMS will be sent to all unit holders of the concerned scheme.
 - d. The Net Asset Value ("NAV") of both Segregated and Main Portfolios will be disclosed from the day of the Credit Event.
 - e. All existing investors in the scheme as on the day of the Credit Event will be allotted equal number of units in the Segregated Portfolio as held in the Main Portfolio.
 - f. No redemption and subscription will be allowed in the Segregated Portfolio. However, upon recovery of any money from Segregated Portfolio, it will be immediately distributed to the investors in proportion to their holding in the Segregated Portfolio.
 - g. The AMC shall enable listing of units of Segregated Portfolio on the recognized stock exchange within 10 working days of creation of Segregated Portfolio and also enable transfer of such units on receipt of valid transfer requests.
- 3) If the Trustees do not approve the proposal to segregate portfolio, the AMC will issue a press release immediately informing investors of the same.

Processing of Subscription and Redemption Proceeds

- 1) All subscription and redemption requests for which NAV of the day of Credit Event or subsequent day is applicable will be processed as under:
 - i. Upon Trustees' approval to create a Segregated Portfolio
 - Investors redeeming their units will get redemption proceeds based on the NAV of Main Portfolio and will continue to hold the units of Segregated Portfolio.
 - Investors subscribing to the scheme will be allotted units only in the Main Portfolio based on its NAV.
 - ii. In case Trustees do not approve the proposal of Segregated Portfolio, subscription and redemption applications will be processed based on the NAV of Total Portfolio.

Disclosure

The AMC shall make necessary disclosures as mandated by SEBI, in statement of account, monthly/half yearly portfolio statements, KIM, SID, Scheme Advertisements, Scheme Performance data, AMC's website and at other places as may be specified.

The information regarding number of Segregated Portfolio(s) created in a scheme shall appear prominently under the name of the scheme at all relevant places such as SID, KIM-cum-Application Form, advertisement, AMC and AMFI websites, etc.

The NAV of the Segregated Portfolio shall be declared on daily basis.

Further, the investors of the Segregated Portfolio shall be duly informed of the recovery proceedings of the investments of the Segregated Portfolio. Status update may be provided to the investors at the time of recovery and also at the time of writing-off of the segregated securities.

Total Expense Ratio (TER) for the Segregated Portfolio

- The AMC will not charge investment and advisory fees on the Segregated Portfolio. However, TER (excluding the investment and advisory fees) can be charged, on a pro-rata basis only upon recovery of the investments in Segregated Portfolio.
- 2) The TER so levied shall not exceed the simple average of such expenses (excluding the investment and advisory fees) charged on daily basis on the Main Portfolio (in % terms) during the period for which the Segregated Portfolio was in existence.
- 3) The legal charges related to recovery of the investments of the Segregated Portfolio may be charged to the Segregated Portfolio in proportion to the amount of recovery. However, the same shall be within the maximum TER limit as applicable to the Main Portfolio. The legal charges in excess of the TER limits, if any, shall be borne by the AMC.
- 4) The costs related to Segregated Portfolio shall in no case be charged to the Main Portfolio.

Monitoring by Trustees

The Trustees will monitor the compliance of the SEBI Circular in respect of creation of Segregated Portfolio and disclosure in this respect shall be made in Half-Yearly Trustee reports filed with SEBI.

In order to avoid mis-use of Segregated Portfolio, Trustees shall have a mechanism in place to negatively impact the performance incentives of fund managers, Chief Investment Officers, etc., involved in the investment process of securities under the Segregated Portfolio, mirroring the existing mechanism for performance incentives of the AMC, including transfer of such impacted amount to the Segregated Portfolio.

Risks associated with Segregated Portfolio

Liquidity risk – Segregated Portfolio is created to separate debt and money market instruments affected by a Credit Event from the Main Portfolio of the Scheme. The Fund will not permit redemption of the Segregated Portfolio units, but the units will be listed on a recognized stock exchange. The Fund is not assuring any liquidity of such units on the stock exchange. Further, trading price of units on the stock exchange may be significantly lower than the prevailing NAV. Investors can continue to transact (subscribe/redeem) from the Main Portfolio.

Credit risk – While the AMC will put in sincere efforts to recover the securities in the Segregated Portfolio and distribute the same to unit holders, it is likely that such securities may not realise any value leading to losses to investors.

Illustration of Segregated Portfolio

Below mentioned is sample Portfolio of a scheme, net assets of which amount to Rs. 558.41 lacs.

(1) Portfolio Before Downgrade Event (As on 29 June, 2019)

Security	Rating	Type of Security	Quantity	Price Per Unit (Rs.)	Market Value (Rs. in lacs)	% of Net Assets
7.14% A Finance Corporation Ltd.	AAA	NCD	50000	102.625	51.31245	9.19%
7.70 % B Industries Ltd.	AAA	NCD	60000	98.3588	59.01528	10.57%
8.29% C Services Ltd.	AA+	NCD	70000	98.9125	69.23875	12.40%
D Ltd	A1+	CD	30000	98.199	29.4597	5.28%
7.37% Gol Sep 16 2019	Sovereign	Gilt	50000	98.7623	49.38115	8.84%
Cash/Cash Equivalents					300.00142	53.72%
		Net Assets			558.41	
		No. of units (in Lacs)			10	
		NAV (Rs. per unit)			55.8409	

(2) Rating downgrade of security

Downgrade event date		30-Jun-2019
	Downgraded security	8.29% C Services Ltd. from AA + to B
	Valuation marked down by	25%*

^{*}Mark down in valuation of downgraded securities shall be based on the haircut matrices specified by Association of Mutual Funds in India ("AMFI") which takes into account downgraded rating, sector to which security belongs and secured /unsecured nature of the security.

Portfolio after Downgrade (As on 30 June, 2019)

Security	Rating	Type of Security	Quantity	Price Per Unit (Rs.)	Market Value (Rs. in lacs)	% of Net Assets
7.14% A Finance Corporation Ltd.	AAA	NCD	50000	102.625	51.31245	9.47%
7.70 % B Industries Ltd.	AAA	NCD	60000	98.3588	59.01528	10.90%
8.29% C Services Ltd.*	B*	NCD	70000	75	52.5	9.69%
D Ltd.	A1+	CD	30000	98.199	29.4597	5.44%
7.37% Gol Sep 16 2019	Sovereign	Gilt	50000	98.7623	49.38115	9.12%
Cash/Cash Equivalents					300.00142	55.38%
		Net Assets			541.67	
		No. of units (in Lacs)			10	
		NAV (Rs. per unit)			54.1670	

^{*} Mark down of 25% is on the face value (Rs. 100/-) of security on the date of Credit Event. Before marked down, the security was valued at Rs. 98.9125 per unit on 30 June, 2019 which is the date of Credit Event, NCD of C Services Ltd. will be segregated into a separate portfolio.

Main Portfolio (As on 30 June, 2019)

Security	Rating	Type of Security	Quantity	Price Per Unit (Rs.)	Market Value (Rs. in lacs)	% of Net Assets
7.14% A Finance Corporation Ltd.	AAA	NCD	50000	102.625	51.31245	10.49%
7.70 % B Industries Ltd.	AAA	NCD	60000	98.3588	59.01528	12.06%
D Ltd.	A1+	CD	30000	98.199	29.4597	6.02%
7.37% Gol Sep 16 2019	Sovereign	Gilt	50000	98.7623	49.38115	10.09%
Cash/Cash Equivalents					300.00142	61.33%
		Net Assets			489.17	
		No. of units (in Lacs)			10	
		NAV (Rs. per unit)			48.9170	

Segregated Portfolio (As on 30 June, 2019)

Security	Rating	Type of Security	Quantity	Price Per Unit (Rs.)	Market Value (Rs. in lacs)	% of Net Assets
8.29% C Services Ltd.*	В*	NCD	70000	75	52.5	100.00%
		Net Assets			52.50	
		No. of units (in Lacs)			10	
		NAV (Rs. per unit)			5.2500	

(3) Holding after creation of Segregated Portfolio

Particulars	Segregated Portfolio	Main Portfolio	Total Value (Rs. in lacs)
No. of units (in Lacs)	10	10	
NAV (Rs. per unit)	5.2500	48.9170	
Total value	52.50	489.17	541.67

ADDITIONAL INFORMATION

INFORMATION a	s of 30-September-2022	
Particulars	L&T Overnight Fund	HSBC Overnight Fund
Fund Manager	Mahesh Chhabria, Shriram Ramanathan	Kapil Punjabi
Net Assets of the Scheme (as on 30-September-2022)	Rs. 2,356.96 Cr.	Rs. 1,045.85 Cr.
Inception date	Regular Plan – 27-Nov-2006	Regular Plan – 22-May-2019
	Direct Plan - 01-Jan-2013	Direct Plan - 22-May-2019
No. of Investors (30-September-2022)	4,365	395
No. of Folios (30-September-2022)	4,563	420
Percentage of total securities classified as below investment grade or default to net assets as on 30-September-2022	Nil	Nil
Percentage of total illiquid assets to net assets on 30-September-2022	Nil	Nil
Details of the Recurring Expenses calculated as a % of Average daily	Regular Plan : 0.20	Regular Plan : 0.25
net assets as on 30-September-2022 Note: This is excluding GST	Direct Plan: 0.10	Direct Plan: 0.10
NAV per unit (30-September-2022)		
Direct Plan – Growth Option	1,696.2560	1,137.6821
Direct Plan – Daily IDCW	1,023.3	1,000.0067
Direct Plan - Weekly IDCW	1,002.0383	1,000.4833
Direct Plan – Weekly IDCW Payout	#	1,000.4833
Direct Plan – Monthly IDCW	1,070.4019	-
Regular Plan – Growth Option	1,613.1848	1,131.9453
Regular Plan – Daily IDCW	1,023.300	1,000.0064
Regular Plan – Monthly IDCW	1,013.4152	1,000.6007
Regular Plan – Monthly IDCW Payout	#	1,000.6007
Regular Plan – Weekly IDCW	1,000.6356	1,000.4932
Unclaimed Redemption (as on 30-September-2022) – Amount in INR	528,689.32	Nil
- No of Investors	22	Nil
Unclaimed Dividend (as on 30-September-2022) - Amount in INR	42,400.29	Nil
- No of Investors	276	Nil

[#] NAV applicable to payout plan's is the NAV of respective IDCW plan's they belong to.

Performance of schemes

Performance – Data as of 30-September-2022 (in %)								
Period	L&T Over	night Fund		Rate Index senchmark)	HSBC Over	night Fund	CRISIL Overn	•
	Regular Plan	Direct Plan	Regular Plan	Direct Plan	Regular Plan	Direct Plan	Regular Plan	Direct Plan
1 Year	3.90	3.99	4.08	4.08	3.89	4.04	4.09	4.09
3 Years	3.45	3.67	3.72	3.72	3.55	3.71	3.72	3.72
5 Years	4.22	4.67	4.65	4.65	NA	NA	NA	NA
Since Inception	6.44	6.27	5.98	5.99	3.75	3.90	3.92	3.92

Past performance may or may not be sustained in future. Returns above 1 year are Compounded Annualized. Different plans shall have a different expense structure. Performance of the respective benchmark is calculated as per the Total Return Index (TRI).

Portfolio Statement of L&T Overnight Fund

Portfolio as of 30-September-2022						
Name of the Instrument/Issuer	Rating	Quantity	Market value (Rs. In lakhs)	% to NAV	Yield to Maturity (%)	ISIN
MONEY MARKET INSTRUMENT						
Treasury Bill						
91 DAY T-BILL 13-10-2022	SOVEREIGN	2,500,000	2495.23	1.06	5.81	IN002022X155
Total			2,495.23	1.06		
Others						
Tri Party Repo Dealing System (TREPS)/Reverse Repo			232,792.49	98.77		
Net Receivable / Payable			408.56	0.17		
Grand Total			235,696.28	100.00		

^{*}Market value includes accrued interest.

Notes:

(1) Option wise per unit Net Asset Values are as follows:

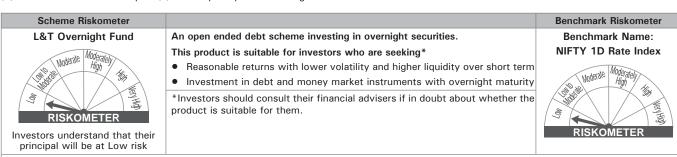
Option #	As on beginning of the Half-year	As on September 30, 2022
Regular Plan - Daily IDCW	Rs. 1,023.3000	Rs. 1,023.3000
Regular Plan - Weekly IDCW	Rs. 1,000.3219	Rs. 1,000.6356
Regular Plan - Monthly IDCW	Rs. 1,009.6572	Rs. 1,013.4152
Regular Plan - Growth	Rs. 1,577.9577	Rs. 1,613.1848
Direct Plan - Daily IDCW	Rs. 1,023.3000	Rs. 1,023.3000
Direct Plan - Weekly IDCW	Rs. 1,001.7090	Rs. 1,002.0383
Direct Plan - Monthly IDCW	Rs. 1,065.8530	Rs. 1,070.4019
Direct Plan - Growth	Rs. 1,658.3830	Rs. 1,696.2560

#The nomenclature of "Dividend" is renamed as "Income Distribution Capital Withdrawal (IDCW)" with effect from April 1, 2021. For details refer our notice no 55 dated Match 26, 2021.

- 2) The total outstanding exposure in derivative instruments as on September 30, 2022 is Nil.
- (3) The total market value of investments in foreign securities/American Depositary Receipts/Global Depositary Receipts as on September 30, 2022 is Nil.
- (4) The dividends declared during the Half-year ended September 30, 2022 under the dividend options of the Scheme are as follows:

Option	Rate of dividend per Unit
Regular Plan - Daily IDCW	Rs. 22.592863
Regular Plan - Weekly IDCW	Rs. 21.774138
Regular Plan - Monthly IDCW	Rs. 18.600000
Direct Plan - Daily IDCW Option	Rs. 23.103341
Direct Plan - Weekly IDCW Option	Rs. 22.278827
Direct Plan - Monthly IDCW Option	Rs. 19.600000

- (5) No bonus was declared during the Half-year ended September 30, 2022.
- (6) The Average Maturity Period of the Portfolio has been 0.009 years.
- (7) Investment in Repo of Corporate Debt Securities as on September 30, 2022 is Nil.
- (8) The total outstanding exposure in securities default beyond their maturity as on September 30, 2022 is Nil.
- (9) Details of short term deposit(s)/term deposit placed as margin Nil



Please note that the above risk-o-meter is as per the product labelling of the scheme available as on the date of this communication/disclosure. As per SEBI circular dated October 5, 2020 on product labelling (as amended from time to time), risk-o-meter will be calculated on a monthly basis based on the risk value of the scheme portfolio based on the methodology specified by SEBI in the above stated circular. The AMC shall disclose the risk-o-meter along with portfolio disclosure for all their schemes on their respective website and on AMFI website within 10 days from the close of each month. Any change in risk-o-meter shall be communicated by way of Notice cum Addendum and by way of an e-mail or SMS to unitholders of that particular Scheme.

Portfolio Statement of HSBC Overnight Fund

Portfolio as of 30-September-2022						
Name of the Instrument	ISIN	Rating / Industries	Quantity	Market Value (Rs. In Lakhs)	,	Yield of the Instrument (%)
Money Market Instruments						
Treasury Bills						
364 DAY TBILL 130CT22	IN002021Z293	Sovereign	1,500,000	1,497.15	1.43	5.80
364 DAY T-BILL 270CT22	IN002021Z319	Sovereign	1,500,000	1,493.78	1.43	5.85
Total				2,990.92	2.86	
Treps				39,937.68	38.19	5.86
Reverse Repos				61,667.21	58.96	6.20
Net Current Assets (including cash & bank balances)				(10.30)	(0.01)	6.07
Total Net Assets as on 30-September-2022				104,585.51	100.00	

Notes:

- (1) Securities in default beyond its maturity date is Nil.
- (2) As per AMFI circular no. 135/BP/91/2020-21, Yield to Call (YTC) for AT-1 bonds and Tier-2 bonds as on September 30, 2022 is Nil.
- (3) Option wise per unit Net Asset Values are as follows:

Option	As on 30 September 2022	As on 31 March 2022
Growth Option	Rs 1,131.9453	Rs 1,107.2931
Daily IDCW Option	Rs 1,000.0064	Rs 1,000.0006
Weekly IDCW Option	Rs 1,000.4932	Rs 1,000.1807

Option	As on 30 September 2022	As on 31 March 2022
Monthly IDCW Option	Rs 1,000.6007	Rs 1,000.5237
Direct Plan - Growth Option	Rs 1,137.6821	Rs 1,112.0680
Direct Plan - Daily IDCW Option	Rs 1,000.0067	Rs 1,000.0000
Direct Plan - Weekly IDCW Option	Rs 1,000.4833	Rs 1,000.1882
Direct Plan - Monthly IDCW Option	į.	Rs 1,000.5490
Unclaimed IDCW Above 3 years @@	Rs 1,000.0000	N.A
Unclaimed IDCW Below 3 years @@	Rs 1,009.7017	N.A
Unclaimed Redemption Above 3 years @@	Rs 1,000.0000	N.A
Unclaimed Redemption Below 3 years @@	Rs 1,009.7017	N.A

! Indicates no investors under the Option as on that date.

@@ Introduction of separate plans in HSBC Overnight Fund

In accordance with SEBI Circular no. SEBI/HO/IMD/DF2 /CIR/P/2016/37 dated February 25, 2016 on "Treatment of unclaimed redemption and dividend amounts" read along with SEBI Circular no. SEBI/HO/IMD/IMD-II DOF3/P/CIR/2021/608dated July 30, 2021, the Board of Trustees of the Fund, have approved introduction of four separate plans viz. 'Unclaimed IDCW below three years', 'Unclaimed IDCW above three years', 'Unclaimed Redemption below three years' and 'Unclaimed Redemption above three years' ('the Plans') under HSBC Overnight Fund. These four plans under HSBC Overnight Fund are operational with effect from July 24, 2022 ('Effective Date').

Hence, any unclaimed amount on or after Effective Date will be deployed in the Plans of HSBC Overnight Fund. The unclaimed amount as on the Effective Date held in the separate plans of HSBC Cash Fund were switched to the Plans of HSBC Overnight Fund.

Link for Notice cum Addenda - Introduction of separate plans in HSBC Overnight Fund: https://www.assetmanagement.hsbc.co.in/assets/documents/mutual-funds/en/584fb6de-7016-49b4-aa4e-8b62d676f957/notic-cum-addenda-introduction-of-seperate-plans-july.pdf

- (4) The total outstanding exposure in derivative instruments as on September 30, 2022 is Nil.
- (5) The total market value of investments in foreign securities/American Depositary Receipts/Global Depositary Receipts as on September 30, 2022 is Nil.
- (6) The dividends declared during the half-year ended September 30, 2022 under the Income Distribution cum Capital Withdrawal (IDCW) Options of the Scheme are as follows:

Option	Rate of divid	end per Unit
	Individuals & HUF	Others
Daily IDCW Option	22.0154	22.0154
Weekly IDCW Option	21.6805	21.6805
Monthly IDCW Option	21.9804	21.9804
Direct Plan - Daily IDCW Option	22.3532	22.3532
Direct Plan - Weekly IDCW Option	22.4397	22.4397
Direct Plan - Monthly IDCW Option	6.2572	6.2572

- (7) No bonus was declared during the half-year period ended September 30, 2022.
- (8) The Average Maturity Period of the Portfolio has been 0.08 months.
- (9) Investment in Repo in Corporate Debt Securities during the half-year ended September 30, 2022 is Nil.
- (10) No. of instances of deviation from valuation guidelines is Nil
- (11) Investment in Partly paid Bonds/NCD's: Nil
- (12) Debt instruments having structured obligations or credit enhancement features have been denoted with suffix as (SO) or (CE) respectively against the ratings of the instrument
- (13) The YTM of Net Current Assets is computed based on Weighted Average of TREPS and Reverse Repo placement rates for the scheme on the portfolio date in line with AMFI circular number 35P/MEM-COR/07/2021-22 Dated 11-May-2021.



Investors understand that their principal will be at Low risk

Overnight fund – An open ended debt scheme investing in overnight securities. Relatively Low interest rate risk and Low credit risk

This product is suitable for investors who are seeking*

- income over short term and high liquidity
- investment in debt & money market instruments with overnight maturity

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

Benchmark Riskometer

Benchmark Name:
CRISIL Overnight Fund A-I Index

Please note that the above risk-o-meter is as per the product labelling of the scheme available as on the date of this communication/disclosure. As per SEBI circular dated October 5, 2020 on product labelling (as amended from time to time), risk-o-meter will be calculated on a monthly basis based on the risk value of the scheme portfolio based on the methodology specified by SEBI in the above stated circular. The AMC shall disclose the risk-o-meter along with portfolio disclosure for all their schemes on their respective website and on AMFI website within 10 days from the close of each month. Any change in risk-o-meter shall be communicated by way of Notice cum Addendum and by way of an e-mail or SMS to unitholders of that particular Scheme.

Redemption Request Form from Existing Investors



Please complete all sections in English. For legibility, please use BLOCK LETTERS in black or dark ink

	it Holder		First Name	Middle N	ame	Last Name
Name of Sole/1st Uni				1 1		
Folio No.				Mobile No. +91-	1 1 1 1	
TYO H de d	Sole/First Unit	nolder	Guardian / POA	Seco	nd Unitholder	Third Unitholder
KYC Identification No. (KIN) ‡‡						
PAN (Mandatory)**						
Enclosed (✓)	PAN Card	Copy	PAN Card Cor	oy I	AN Card Copy	PAN Card Copy
Date of Birth‡‡	D D M M Y	Y Y Y		Y Y D D M	M Y Y Y	Y D D M M Y Y Y
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** W.e.f. January 1, 2 W.e.f February 1, 2	2011, all the applicants e required to complete 2008, PAN number is N 2017, New individual	need to be K the uniform Mandatory for nvestors who	YC Compliant irrespective o KYC process. r all investors (including Join	nt Holders, POA holder, Or KRA (KYC Registration	Guardian in case of M	f January 1, 2012, applicants who dinor and NRIs). d whose KYC is not registered or
			me / Plan / Option / Su			
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Option	Regula	r	Direct			
Option / Sub-option		ı (default)	Reinvestment of IDCW	Payout of IDCW		
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Subject to further verification and furnishing of mandatory information/documents. Please retain this slip until processed

HSBC Asset Management (India) Private Limited

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