

LETTER TO UNITHOLDERS

Date: October 14, 2022

Dear Unitholder,

Sub: Proposed amendments to the trust deed constituting HSBC Mutual Fund

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**").

As part of the Proposed Transaction, the trust deed dated 7 February 2002 constituting the HSBC Mutual Fund and appointing the HSBC Trustees ("**HSBC Trust Deed**") is required to be amended.

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

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, 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/2022/51917/1 dated October 11, 2022 and SEBI/HO/IMD/IMD RAC2/P/OW/2022/52480/1 dated October 14, 2022 (the "**SEBI Letter**") has conveyed its no objection/approval to the Proposed Transaction and the amendments proposed to the HSBC Trust Deed (more particularly set out in paragraph 3 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 MF Schemes about the procedure that will be followed for the approval being sought from the unitholders of HSBC MF Schemes for amendments to the HSBC Trust Deed. As a unitholder of the HSBC MF Schemes, 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. 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, Goregoan (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 1**.
- (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.

4. CONTACT INFORMATION

This letter has been issued only to the unitholders of HSBC Managed Solutions India – Growth, HSBC Managed Solutions India – Moderate & HSBC Managed Solutions India – Conservative 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

EXHIBIT 1

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.

EXHIBIT 2

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:

1. **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.

For and on behalf of

HSBC Securities and Capital Markets (India) Private Limited

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

SIGNED AND DELIVERED by the
within named Trustees

X

Mr. Nani Javeri

Date: _____

X

Dr. T. C. Nair

Date: _____

X

Ms. Jasmine Batliwalla

Date: _____

X

Ms. Ho Wai Fun

Date: _____

EXHIBIT 3
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.
- 3 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).
- 5 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).
- 6 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).
- 7 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

[illegible]

PAN

[illegible]

First Unit Holder

[illegible]

Second Unit Holder

[illegible]

Third Unit Holder

For units held in electronic mode

DP ID No.

[illegible]

Client ID No.

[illegible]

I/We unit holders of HSBC Mutual Fund, have read and understood the communication sent by the Board of Trustees of HSBC Mutual Fund dated October 14, 2022 and provide our consent to the changes being made in the HSBC Trust Deed constituting HSBC Mutual Fund as required under the said communication.

(Please Tick (✓) the relevant option)

I Agree

I Disagree

X

Signature of 1st Unitholder / Authorised signatory

X

Signature of 2nd Unitholder / Authorised signatory

X

Signature of 3rd Unitholder / Authorised signatory

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).

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