

**SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEMES) REGULATIONS, 1999**

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**GAZETTE OF INDIA
EXTRAORDINARY
PART II - SECTION 3 - SUB-SECTION (ii)
PUBLISHED BY AUTHORITY
SECURITIES AND EXCHANGE BOARD OF INDIA
NOTIFICATION
MUMBAI,
THE 15TH DAY OF OCTOBER 1999**

**SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEMES) REGULATIONS, 1999**

S.O.No. 1035(E) In exercise of the powers conferred by section 30 read with section 11 and section 19 of the Securities and Exchange Board of India, Act 1992, (15 of 1992) the Securities and Exchange Board of India hereby makes the following regulations, namely:

**CHAPTER I
PRELIMINARY**

Short title and commencement

1. (1) These regulations may be called the Securities and Exchange Board of India (Collective Investment Schemes) Regulations, 1999.
- (2) They shall come into force on the date of their publication in the Official Gazette.

Definitions

2. (1) In these regulations, unless the context otherwise requires:

(a) "Act" means the Securities and Exchange Board of India Act, 1992 (15 of 1992);

(b) "advertisement" includes:

(i) notices, brochures, pamphlets, circulars, showcards, catalogues, hoardings, placards, posters, insertions in newspapers, pictures, films and cover pages of offer documents;

(ii) any other matter to which publicity is given through print medium, radio, television programmes or electronic media;

(c) "appraising agency" means an agency empanelled with the Board for the purpose of conducting technical or financial appraisal of the scheme;

(d) "associate" in relation to a collective investment management company or trustee, includes a person:

(i) who, directly or indirectly, by himself, or in combination with other persons, exercises control over the Collective Investment Management Company or the trustee, as the case may be, or

(ii) in respect of whom the Collective Investment Management Company or the trustee, as the case may be directly or indirectly, by itself, or in combination with other persons, exercises control, or

(iii) whose director, officer or employee is a director, officer or employee of the

(e) "auditor" means a person qualified to audit the accounts of companies under the Companies Act, 1956;

(f) "Board" means the Securities and Exchange Board of India established under the provisions of section 3 of the Act;

(g) "certificate" means a certificate of registration granted under [regulation 10](#) of these regulations;

(h) "Collective Investment Management Company" means a company incorporated under the Companies Act, 1956 (1 of 1956) and registered with the Board under these regulations, whose object is to organise, operate and manage a collective investment scheme;

(i) "collective investment scheme" has the meaning assigned to it by [sub-regulation \(2\)](#) of this regulation;

(j) "closed-ended scheme" means any scheme launched by a Collective Investment Management Company, in which the period of maturity of the scheme is specified and there is no provision for re-purchase before the expiry of the maturity of the scheme;

(k) "control" or "controlling interest" means control exercised or controlling interest held:

(i) in case of a company, by any person or combination of persons who directly or indirectly own, control or hold shares carrying not less than 10% of the voting rights of such company; or

(ii) as between two companies, if the same person or combination of persons, directly or indirectly, own, control or hold shares carrying not less than 10% of the voting rights of each of the two companies; or

(iii) majority of the directors of any company who are in a position to exercise control over the Collective Investment Management Company.

(l) "credit rating agency" means a body corporate registered under Securities and Exchange Board of India (Credit Rating Agencies) Regulations, 1999;

(m) "depository" means a body corporate as defined in the Depositories Act, 1996 (22 of 1996);

(n) "economic offence" means an offence to which the Economic Offences (Limitation of Prosecutions) Act, 1974 (12 of 1974) applies for the time-being;

(o) "form" means any of the forms specified as such in the First Schedule;

(p) "fraud", has the same meaning as is assigned to it in section 17 of the Indian Contract Act, 1872 (9 of 1872);

(q) "inspecting officer" means any person appointed as such by the Board under [Chapter VII](#) of these regulations;

(r) "key-personnel" in relation to a company, means the persons who exercise effective control over its affairs;

(s) "net worth" means the aggregate value of the paid up equity capital and free reserves (excluding funds created out of revaluation), reduced by the aggregate value of accumulated losses and deferred expenditure not written off, including miscellaneous expenses not written off;

(t) "offer document" means any document by which applications for subscribing to units of the scheme are invited from the public;

(u) "regulation" means a regulation forming part of these regulations;

(v) "relative" means a person who is a relative, as defined in section 6 of the Companies Act, 1956 (1 of 1956);

(w) "registrars to an issue and share transfer agent" means a person registered as Registrars to an Issue and Share Transfer Agents under the Securities and Exchange Board of India (Registrar to an Issue and Share Transfer Agents) Regulations, 1993;

(x) "schedule" means any of the schedule appended to these regulations;

(y) "scheme" means a collective investment scheme;

(z) "scheme property" includes:

(i) subscription of moneys or money's worth (including bank deposits) to the scheme;

(ii) property acquired, directly or indirectly, with, or with the proceeds of, subscription of money referred to in item [\(i\)](#) of this Clause or

(iii) income arising, directly or indirectly, from subscription money or property referred to in item [\(i\)](#) or [\(ii\)](#).

(aa) "securities laws" means:

(i) the Securities and Exchange Board of India Act, 1992 (15 of 1992);

(ii) the Securities Contracts (Regulation) Act, 1956 (42 of 1956); and

(iii) the Depositories Act, 1996 (22 of 1996), as amended from time to time;

(bb) "stock broker" means a stock broker as defined in Securities and Exchange Board of India (Stock Brokers and Sub-brokers) Rules, 1992;

(cc) "trustee" means a person who holds the property of the collective investment scheme in trust for the benefit of the unit holders, in accordance with these regulations;

(dd) "unit" includes any instrument issued under a scheme, by whatever name called, denoting the value of the subscription of a unit holder; and

(ee) "unit holder" means a person holding a unit in a scheme.

^{1*}[(2) In these regulations the expression collective investment scheme shall have the same meaning as assigned to it under Section 11AA of the Act.]

(3) Words and expressions used and not defined in these regulations, but defined in the Act shall have the same meanings as are respectively assigned to them in the Act.

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Foot notes

1. sub-regulation (2) [substituted](#) for the following by the Securities and Exchange Board of India (Collective Investment Schemes) (Amendment) Regulations, 2000, published in the Gazettee of India dated 14.02.2000

"(a) the purpose of which is to enable the investors to participate in the scheme or arrangements by way of subscriptions and to receive profits or income or produce arising from the management of such property or the investments made thereof; and

(b) in which the subscriptions of the investors by whatever name called, are pooled,

and are utilized for the purposes of the schemes or the arrangements; and

(c) in which the property or such subscriptions are managed on behalf of the investors, who do not have day to day control over the management or operation of the scheme,

whether or not such properties or subscriptions and the investments made thereof are evidenced by identifiable properties or otherwise;

Provided that following shall not be deemed to be a collective investment scheme :

(a) acceptance of deposits by companies under section 58A of the Companies Act,1956 (1 of 1956) or by Non-Banking Financial Companies as defined in section 45-I of the Reserve Bank of India Act,1934 (2 of 1934);

(b) acceptance of funds by Chit Funds in terms of the Chit Funds Act,1982 (40 of 1982);

(c) acceptance of funds by companies declared as Nidhi companies under section 620A of the Companies Act,1956, (1 of 1956), as per directions issued under, section 637A of the said Act;

(d) contracts of insurance under the Insurance Act,1938 (4 of 1938);

(e) any scheme of the employer as per Employees' Provident Fund and Miscellaneous Provisions Act,1952, (19 of 1952); or any other recognized Provident Fund under the Income Tax Act,1961;

(f) arrangements of cooperative societies under the Cooperative Societies Act,1912 (2 of 1912) including Cooperative Societies registered under any Provincial Act or State Act for the time being in force;

(g) any scheme under Securities and Exchange Board of India (Mutual Funds) Regulations,1996; or

(h) any other scheme or arrangement specifically exempted by the Board, from the operation of these regulations.”

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CHAPTER II

REGISTRATION OF COLLECTIVE INVESTMENT MANAGEMENT COMPANY

No person other than Collective Investment Management Company to launch scheme

3. No person other than a Collective Investment Management Company which has obtained a certificate under these regulations shall carry on or sponsor or launch a collective investment scheme.

Application for grant of certificate

4. Any person proposing to carry any activity as a Collective Investment Management Company on or after the commencement of these regulations shall make an application to the Board for the grant of registration in [Form A](#).

Application by existing Collective Investment Schemes

5. (1) Any person who immediately prior to the commencement of these regulations was operating a scheme, shall subject to the provisions of [Chapter IX](#) of these regulations make an application to the Board for the grant of a certificate within a period of two months from such date.

(2) An application under [sub-regulation \(1\)](#) shall contain such particulars as are specified in [Form A](#) and shall be treated as an application made in pursuance of [regulation 4](#) and dealt with accordingly.

Application fee to accompany the application

6. Every application for registration under [regulation 4](#) shall be accompanied by a non-refundable application fee as specified in the Second Schedule.

Application to conform to the requirements

7. An application, which is not complete in all respects or does not conform to the requirements of [regulation 6](#) or [regulation 9](#) shall be rejected by the Board.

Provided that before rejecting any such application, the applicant may be given an opportunity to remove within one month such objections as may be indicated by the Board.

Provided further that the Board may on sufficient reasons being shown extend the time in order to enable the applicant to remove such objections.

Furnishing information

8. (1) The Board may direct the applicant to furnish such further information or clarification as may be required by it, for the purpose of processing the application.

(2) The Board, if it so desires, may ask the applicant or its authorised representative to appear before the Board for personal representation in connection with the grant of a certificate.

Conditions for eligibility

9. The Board shall not consider an application for the grant of a certificate unless the applicant satisfies the following conditions, namely:-

(a) the applicant is set up and registered as a company under the Companies Act, 1956;

(b) the applicant has, in its Memorandum of Association specified the managing of collective investment scheme as one of its main objects;

(c) the applicant has a net worth of not less than rupees five crores;

Provided that at the time of making the application the applicant shall have a minimum net worth of rupees three crores which shall be increased to rupees five crores within three years from the date of grant of registration

(d) the applicant is a fit and proper person for the grant of such certificate;

(e) the applicant has adequate infrastructure to enable it to operate collective investment scheme in accordance with the provision of these regulations;

(f) the directors or key personnel of the applicant shall consist of persons of honesty and integrity having adequate professional experience in related field and have not been convicted for an offence involving moral turpitude or for any economic offence or for the violation of any securities laws;

(g) at least fifty per cent of the directors of such Collective Investment Management Company shall consist of persons who are independent and are not directly or indirectly associated with the persons who have control over the Collective Investment Management Company;

(h) no person, directly or indirectly connected with the applicant has in the past been refused registration by the Board under the Act.

Explanation: For the purposes of this clause, the Board shall take into account whether the previous application for a certificate of any person, directly or indirectly, connected with the applicant has been rejected by the Board or any disciplinary action has been taken against such

person under the Act or any of the rules or any of the regulations made under the Act.

(i) at least one of the directors, on the Board of the Collective Investment Management Company, who is not subject to retirement, is a representative of the trustee;

(j) the Collective Investment Management Company is not a trustee of any collective investment scheme.

(k) in case the applicant is an existing collective investment scheme, it complies with the provisions of [Chapter IX](#) of these regulations.

Grant of certificate

10. (1) The Board may, on receipt of an application and on being satisfied that the applicant complies with the requirements specified in [regulation 9](#), call upon the applicant to pay registration fee as specified in the [Second Schedule](#).

(2) On receipt of registration fee, the Board shall grant a certificate in [Form B](#), on such terms and conditions as are in the interest of investors and as may be specified by the Board.

Terms and conditions to be complied with

11. The certificate granted under [regulation 10](#) shall be subject to the following conditions, namely :-

(a) any director of the Collective Investment Management Company shall not be a director in any other Collective Investment Management Company unless such person is an independent director referred to in [clause \(g\) of regulation 9](#) and approval of the board of Collective Investment Management Companies of which such person is an independent director, has been obtained;

(b) the Collective Investment Management Company shall forthwith inform the Board of any material change in the information or particulars previously furnished, which have a bearing on the certificate granted by it;

(c) appointment of a director of a Collective Investment Management Company shall be made with the prior approval of the trustee;

(d) the Collective Investment Management Company shall comply with provisions of the Act and these regulations;

(e) no change in the controlling interest of the Collective Investment Management Company shall be made without obtaining prior approval of the Board, the trustee and the unit holders holding at least one-half of the nominal value of the unit capital of the scheme.

(f) The Collective Investment Management Company shall take adequate steps to redress the grievances of the investors within one month from the date of receipt of the complaint from the aggrieved investor.

Procedure where registration is not granted

12. (1) Where an application made under [regulation 4](#) for grant of registration does not satisfy the conditions specified in [regulation 9](#), the Board may reject the application after giving the applicant a reasonable opportunity of being heard and inform the applicant of the same.

(2) The decision shall be communicated to the applicant by the Board within 30 days of such decision stating therein the grounds on which the application has been rejected.

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Restrictions on business activities

13. The Collective Investment Management Company shall not:

- (a) undertake any activity other than that of managing the scheme;
- (b) act as a trustee of any scheme;
- (c) launch any scheme for the purpose of investing in securities;
- (d) invest in any schemes floated by it.

Provided that a Collective Investment Management Company may invest in its own scheme,

- (i) if it makes a disclosure of its intention to invest in the offer document of the scheme, and
- (ii) does not charge any fees on its investment in that scheme.

Obligations of Collective Investment Management Company

14. Every Collective Investment Management Company shall:

- (a) be responsible for managing the funds or properties of the scheme on behalf of the unit holders;
- (b) take all reasonable steps and exercise due diligence to ensure that the scheme is managed in accordance with the provisions of these regulations, offer document and the trust deed;
- (c) exercise due diligence and care in managing assets and funds of the scheme;
- (d) be responsible for the acts of commissions and omissions by its employees or the persons whose services have been availed by it;
- (e) remain liable to the unit holders for its acts of commission or omissions, notwithstanding anything contained in any contract or agreement;
- (f) be incompetent to enter into any transaction with or through its associates, or their relatives relating to the scheme;

Provided that in case the Collective Investment Management Company enters into any transactions relating to the scheme with any of its associates, a report to that effect shall immediately be sent to the trustee and to the Board.

- (g) appoint registrar and share transfer agents;
- (h) abide by the Code of Conduct as specified in the [Third Schedule](#);
- (i) give receipts for all monies received by it and give a report to the Board every month, particularly of receipts and payments;
- (j) hold a meeting of the Board of Directors to consider the affairs of scheme atleast twice in every three months;
- (k) ensure that its officers or employees do not make improper use of their position or information to gain, directly or indirectly, an advantage for themselves or for any other person or to cause detriment to the scheme;
- (l) obtain adequate insurance against the property of the scheme;
- (m) comply with such guidelines, directives, circulars and instructions as may be issued by the

Board from time to time, on the subject of collective investment schemes.

Submission of information and documents

15. (1) The Collective Investment Management Company shall prepare quarterly reports (i.e., as at the end of March, June, September and December) on its activities and the position regarding compliance with these regulations and submit the same to the trustees within one month of the expiry of each quarter.

(2) The Collective Investment Management Company shall file with the trustee and the Board -

(a) particulars of all its directors alongwith their interest in other companies within fifteen days of their appointment; and

(b) any change in the interests of directors, within fifteen days of such change.

(3) The Collective Investment Management Company shall furnish a copy of the Balance Sheet, Profit and Loss Account and a copy of the summary of the yearly appraisal report to the unit holders within two months from the closure of financial year.

(4) the Collective Investment Management Company shall furnish to the Board and the trustee such information and documents to the Board and the trustee as may be required by them concerning the affairs of the scheme.

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CHAPTER IV TRUSTEES AND THEIR OBLIGATIONS

Trust Deed to be registered under the Registration Act

16. (1) A scheme shall be constituted in the form of a trust and the instrument of trust shall be in the form of a deed duly registered under the provisions of the Indian Registration Act, 1908 (16 of 1908) executed by the Collective Investment Management Company in favour of the trustees named in such an instrument.

Appointment of trustees

(2) A Collective Investment Management Company shall appoint a trustee who shall hold the assets of the scheme for the benefit of unit holders.

Contents of trust deed

17. (1) The trust deed shall contain such clauses as are specified in the Fourth Schedule and such other clauses as are necessary for safeguarding the interests of the unit holders.

(2) No trust deed shall contain a clause which has the effect of-

(i) limiting or extinguishing the obligations and liabilities of the Collective Investment Management Company in relation to any scheme or the unit holders; or

(ii) indemnifying the trustee or the Collective Investment Management Company for loss or damage caused to the unit holders by their acts of negligence or acts of commissions or omissions.

Eligibility for appointment as trustee

18. (1) Only persons registered with the Board as Debenture Trustee under Securities and Exchange Board of India (Debenture Trustee) Regulations, 1993 shall be eligible to be appointed as trustees of collective investment scheme.

Provided that no person shall be eligible to be appointed as trustee, if he is directly or indirectly associated with the persons who have control over the collective investment management company.

(2) The Collective Investment Management Company shall furnish to the Board particulars as specified in [Form C](#) in respect of trustees appointed under [sub-regulation \(1\)](#).

Appointment of trustee not found guilty

19. No person shall be appointed as trustee of a scheme if -

- (a) he has been found guilty of an offence under the securities laws or
- (b) the Board or any authority to which the Board has delegated its power has passed against such person, an order under the Act for violation of any provision of the Act or of regulations made hereunder.

Agreement with collective investment management company

20. (1) The trustee and the Collective Investment Management Company shall enter into an agreement for managing the scheme property.

(2) The agreement for managing the scheme property shall contain such clauses as are specified in the [Fifth Schedule](#) and such other clauses as are necessary for the purpose of fulfilling the objectives of the scheme.

Rights and obligations of the trustee

21. (1) The trustee shall have a right:-

- (a) to obtain from the Collective Investment Management Company such information as is considered necessary by the trustee.
- (b) to inspect the books of accounts and other records relating to the scheme.

(2) The trustee shall ensure that the Collective Investment Management Company has:-

- (a) the necessary office infrastructure;
- (b) appointed all key personnel including managers for the schemes and submitted their bio-data which shall contain the educational qualifications and past experience in the areas relevant for fulfilling the objectives of the schemes;
- (c) appointed auditors to audit the accounts of the scheme from the list of auditors approved by the Board;
- (d) appointed a compliance officer to comply with the provisions of the Act and these regulations and to redress investor grievances;
- (e) appointed registrars to an issue and share transfer agent;
- (f) prepared a compliance manual and designed internal control mechanisms including internal audit systems;
- (g) taken adequate insurance for the assets of the scheme;
- (h) not given any undue or unfair advantage to any associates of the company or dealt with any of the associates in any manner detrimental to the interest of the unit holders;
- (i) operated the scheme in accordance with the provisions of the trust deed, these regulations and the offer document of the scheme(s);
- (j) undertaken the activity of managing schemes only;

(k) taken adequate steps to ensure that the interest of investors of one scheme are not compromised with the object of promoting the interest of investors of any other scheme;

(l) minimum networth on a continuous basis and shall inform the Board immediately of any shortfall;

(m) been diligent in empanelling the marketing agents and in monitoring their activities.

(3) Where the trustee has reason to believe that the conduct of business of the scheme is not in accordance with these regulations, trust deed and the offer document of the scheme, the trustee shall forthwith take such remedial steps as are necessary and shall immediately inform the Board of the action taken.

(4) The trustee shall be accountable for, and be the custodian of, the funds and property of the respective schemes and shall hold the same in trust for the benefit of the unit holders in accordance with these regulations and the provisions of trust deed.

(5) The trustee shall be responsible for the calculation of any income due to be paid to the scheme and also for any income received in the scheme to the unit holders.

(6) The trustee shall convene a meeting of the unit holders -

(a) whenever required to do so by the Board in the interest of the unit-holders; or

(b) whenever required to do so on the requisition made by unit holders holding at least one-tenth of nominal value of the unit capital of any scheme; or

(c) when any change in the fundamental attributes of any scheme which affects the interest of the unit holders is proposed to be carried out.

Provided that no such change shall be carried out unless the consent of unit holders holding at least three-fourths of nominal value of the unit capital of the scheme is obtained.

Explanation:- For the purposes of this clause "fundamental attributes" means the investment objective and terms of a scheme.

(7) The trustee shall review:

(a) on a quarterly basis (i.e., by the end of March, June, September and December) every year all activities carried out by the Collective Investment Management Company.

(b) periodically all service contracts relating to registrars to an issue and share transfer agents and satisfy itself that such contracts are fair and reasonable in the interest of the unit holders.

(c) investor complaints received and the redressal of the same by the Collective Investment Management Company.

(8) (i) The trustee shall ensure that:-

(a) net worth of Collective Investment Management Company is not deployed in a manner which is detrimental to interest of unitholders.

(b) Property of each scheme is clearly identifiable as scheme property and held separately from property of the Collective Investment Management Company and property of any other scheme.

(c) Clearances or no objection certificate is obtained, in respect of transactions relating to property of the scheme from such authority as is competent to grant such clearance or no objection certificate.

(ii) The trustee shall abide by the Code of Conduct as specified in the [Third Schedule](#).

(9) The trustee shall furnish to the Board on a quarterly basis (i.e., by end of March, June, September and December), every year -

- (a) a report on the activities of the scheme;
- (b) a certificate stating that the trustee has satisfied himself that affairs of the Collective Investment Management Company and of the various schemes are conducted in accordance with these regulations and investment objective of each scheme.

(10) The trustee shall cause:-

- (a) the profit and loss accounts and balance sheet of the schemes to be audited at the end of each financial year by an auditor empanelled with the Board.
- (b) each scheme to be appraised at the end of each financial year by an appraising agency.
- (c) Scheme rated by a credit rating agency.

(11) A meeting of the trustees to discuss the affairs of the scheme shall be held at least twice in every three months in a financial year.

(12) The trustee shall report to the Board any breach of these regulations and has had, or is likely to have, a materially adverse effect on the interests of unit holders as soon as they become aware of the breach.

(13) The trustee shall ensure that -

- (a) the fees and expenses of the scheme are within the limits as specified in [Part-I of the Ninth Schedule](#);
- (b) accounts of the schemes are drawn up in accordance with the accounting norms as specified in [Part-II of the Ninth Schedule](#);
- (c) accounts of the scheme comply with the format of the balance sheet and the profit and loss account as specified in [Part-III of the Ninth Schedule](#).

Termination of trusteeship

22.(1) The trusteeship of a trustee shall come to an end -

- (a) If the trustee ceases to be trustee under the Securities and Exchange Board of India (Debentures Trustees) Regulations, 1993; or
- (b) if the trustee is in the course of being wound up; or
- (c) if unit holders holding at least three-fourths of the nominal value of the unit capital of the scheme pass a resolution for removing the trustee and the Board approves such resolution; or
- (d) if in the interest of the unit holders, the Board, for reasons to be recorded in writing decides to remove the trustee for any violation of the Act or these regulations committed by them; or

Provided that the trustee shall be afforded reasonable opportunity of hearing before action is taken under this clause;

- (e) if the trustee serves on the Collective Investment Management Company a notice of not less than three months expressing its intention not to continue as trustee.

(2) On termination of the trusteeship under [sub-regulation \(1\)](#), another trustee, eligible to be appointed under [regulation 18](#), shall be appointed by the Collective Investment Management Company.

(3) The appointment of the new trustee under [sub-regulation \(2\)](#), shall be completed within three months

from the date the previous trusteeship came to an end.

(4) The Board may notwithstanding anything contained in [regulation 18](#) appoint any person as a trustee if the Collective Investment Management Company fails to appoint a trustee under [sub-regulations \(2\)](#) and [\(3\)](#).

(5) The trustee appointed under [sub-regulation \(3\)](#) and [\(4\)](#) shall stand substituted as a trustee in all the documents to which the trustee so removed was a party.

(6) The person appointed by the Board shall apply to the Court for an order directing the Collective Investment Management Company to wind up the scheme.

(7) A trust deed in the form as specified under [regulation 16](#) shall be executed by the Collective Investment Management Company in favour of the trustee so appointed and from the date of such appointment, trustees shall be subject to all the rights and duties as specified in the regulations.

(8) The trustee so removed shall from such date be discharged from complying with the obligations under the trust deed but shall remain liable for any action taken by them before such removal.

Termination of the Agreement with the Collective Investment Management Company

23. (1) The agreement referred to in [regulation 20](#) entered into by the trustee with the Collective Investment Management Company may be terminated -

(a) if the Collective Investment Management Company is in the course of being wound up as per the provisions of the Companies Act, 1956 or;

(b) if unit holders holding at least three-fourths of the nominal value of the unit capital of the scheme pass a resolution for terminating the agreement with the Collective Investment Management Company and the prior approval of the Board has been obtained, or

(c) if in the interest of the unit holders the Board or the trustee, after obtaining prior approval of the Board, and after giving an opportunity of being heard to the Collective Investment Management Company, decide to terminate the agreement with the Collective Investment Management Company.

(2) Upon termination of agreement under [sub-regulation \(1\)](#), another Collective Investment Management Company, registered with the Board, shall be appointed by the trustee within three months from the date of such termination.

(3) The Collective Investment Management Company so removed shall continue to act as such at the discretion of trustee or the trustee itself may act as Collective Investment Management Company till such time as new Collective Investment Management Company is appointed.

(4) The Collective Investment Management Company appointed under [sub-regulation \(2\)](#) shall stand substituted as a party in all the documents to which the Collective Investment Management Company so removed was a party.

(5) The Collective Investment Management Company so removed shall continue to be liable for all acts of omission and commissions notwithstanding such termination.

(6) If, none of the Collective Investment Management Company, registered under these regulations, consent to be appointed as Collective Investment Management Company within a further period of three months, then the trustee may wind up the scheme.

(7) An agreement for managing scheme property shall be executed in favour of the new Collective Investment Management Company subject to all the rights and duties as specified in the regulations.

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Procedure for launching of schemes

24. (1) No scheme shall be launched by the Collective Investment Management Company unless such scheme is approved by the Trustee.

Rating

(2) No scheme shall be launched by the Collective Investment Management Company without obtaining rating from a credit rating agency.

Appraisal

(3) No scheme shall be launched by the Collective Investment Management Company without getting the scheme appraised by an appraising agency.

Close-ended scheme and Scheme duration

(4) Collective Investment Management Company shall:-

(a) Launch only close ended schemes;

(b) the duration of the schemes shall not be of less than three calendar years.

Insurance

(5) Collective Investment Management Company shall obtain adequate insurance policy for protection of the scheme property.

No Guaranteed returns

25. No scheme shall provide guaranteed or assured returns.

Provided that indicative return may be indicated in the offer document only, if the same is assessed by the appraising agency and expressed in monetary terms.

Disclosures in the offer document

26. (1) The Collective Investment Management Company shall before launching any scheme file a copy of the offer document of the scheme as referred to in [sub-regulation \(1\) of regulation 24](#) with the Board and pay filing fees as specified in the Second Schedule.

(2) The offer document shall contain such information as specified in the [Sixth Schedule](#).

(3) The offer document shall also contain true and fair view of the scheme and adequate disclosures to enable the investors to make informed decision.

(4) The Board may in the interest of investors require the Collective Investment Management Company to carry out such modifications in the offer document as it deems fit.

(5) In case no modifications are suggested by the Board in the offer document within 21 days from the date of filing, the Collective Investment Management Company may issue the offer document to public.

Advertisement material

27. (1) Advertisements in respect of every scheme shall be in conformity with the Advertisement Code as specified in the Seventh Schedule.

(2) The advertisement for each scheme shall disclose in addition to the investment objectives, the method and periodicity of valuation of scheme property.

Appraising Agency

28. The appraising agency whose appraisal report forms part of the offer document and has given a written consent for the inclusion of the appraisal report in the offer document shall be liable for any statement in the appraisal report which is misleading, incorrect or false.

Misleading Statements

29.(1) The offer document and advertisement materials shall not be misleading or contain any statement or opinion which are incorrect or false.

(2) Where an offer document or advertisement includes any statement or opinion which are incorrect or false or misleading, every person -

(i) who is a director of the Collective Investment Management Company at the time of the issue of the offer document;

(ii) who has issued the offer document and shall be punishable under the Act unless he proves either that the statement or opinion was immaterial or that he had reasonable ground to believe at the time of the issue of the offer document or advertisement that the statement was true.

Offer Period

30. No scheme shall be open for subscription for more than 90 days.

Allotment of Units and refunds of moneys

31. (1) The Collective Investment Management Company shall specify in the offer document, -

(a) the minimum and the maximum subscription amount it seeks to raise under the scheme; and

(b) in case of oversubscription the process of allotment of the amount oversubscribed.

(2) The Collective Investment Management Company shall refund the application money to the applicants,-

(i) if the scheme fails to receive the minimum subscription amount referred to in [clause \(a\) of sub-regulation \(1\)](#).

(3) Any amount refundable under [sub-regulation \(2\)](#) shall be refunded within a period of six weeks from the date of closure of subscription list, by Registered A.D and by cheque or demand draft marked "A/C Payee" to the applicants.

(4) In the event of failure to refund the amounts within the period specified in [sub-regulation \(3\)](#), the Collective Investment Management Company shall pay interest to the applicants at a rate of fifteen percent per annum on the expiry of six weeks from the date of closure of the subscription list.

Unit certificates

32. The Collective Investment Management Company shall issue to the applicant whose application has been accepted, unit certificates as soon as possible but not later than six weeks from the date of closure of the subscription list.

Provided that if the units are issued through a depository, a receipt in lieu of unit certificate will be issued as per provisions of Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and bye-laws of the depository.

Transfer of units

33. (1) A unit certificate issued under the scheme shall be freely transferable.

(2) The Collective Investment Management Company shall, on production of instrument of transfer together with relevant unit certificates, register the transfer and return the unit certificate to the

transferee within thirty days from the date of such production.

Provided that if the units are held in a depository such units shall be transferable in accordance with the provisions of the Securities and Exchange Board of India (Depositories and Participants) Regulations, 1996 and the bye-laws of the depository.

Money to be kept in separate account and utilisation of money

34. (1) The subscription amount received shall be kept in a separate bank account in the name of the scheme and shall be utilised for-

- (a) adjustment against allotment of units only after the trustee has received a statement from the registrars to the issue and share transfer agent regarding minimum subscription amount, as stated in the offer document, having been received from the public, or
- (b) for refund of money in case minimum subscription amount, as stated in the offer document, has not been received or in case of over-subscription.

(2) The minimum subscription amount as specified in the offer document shall not be less than the minimum amount, as specified by the appraising agency, needed for completion of the project for which the scheme is being launched.

(3) The moneys credited to the account of the scheme shall be utilised for the purposes of the scheme and as specified in the offer document.

(4) Any unutilised amount lying in the account of the scheme shall be invested in the manner as disclosed in the offer document.

Investments and segregation of funds

35. The Collective Investment Management Company shall:

- (a) not invest the funds of the scheme for purposes other than the objective of the scheme as disclosed in the offer document.
- (b) segregate the scheme assets of different schemes.
- (c) not invest corpus of a scheme in other schemes.
- (d) not transfer funds from one scheme to another scheme.

Provided that inter scheme transfer of scheme property may be permitted at the time of termination of the scheme with prior approval of the trustee and the Board.

Listing of schemes

36. The units of every scheme shall be listed immediately after the date of allotment of units and not later than six weeks from the date of closure of the scheme on each of the stock exchanges as mentioned in the offer document.

Winding up of scheme

37. (1) A scheme shall be wound up on the expiry of duration specified in the scheme or on the accomplishment of the purpose of the scheme.

(2) Notwithstanding anything contained in [sub-regulation \(1\)](#), a scheme may also be wound up -

- (a) on the happening of any event which, in the opinion of the trustee, requires the scheme to be wound up and the prior approval of the Board is obtained; or
- (b) if unit holders of a scheme holding at least three-fourth of the nominal value of the unit capital of the scheme pass a resolution that the scheme be wound up and the approval of the Board is obtained; or

(c) if in the opinion of the Board, the continuance of the scheme is prejudicial to the interests of the unit-holders; or

(d) if in the opinion of the Collective Investment Management Company, the purpose of the scheme can not be accomplished and it obtains the approval of the trustees and also of the unit holders of the scheme holding at least $\frac{3}{4}$ of the nominal value of the unit capital of the scheme with a resolution that the scheme be wound up and the approval of the Board is obtained.

(3) Where a scheme is to be wound up under [sub-regulation \(1\)](#) or [sub-regulation \(2\)](#), the trustee shall give notice disclosing the circumstances leading to the winding up of the scheme in a daily newspaper having nation wide circulation and in the newspaper published in the language of the region where the Collective Investment Management Company is registered.

(4) (a) The trustee shall dispose of the assets of the scheme concerned in the best interest of the unit holders of that scheme.

(b) The proceeds of sale realised under [clause \(a\)](#), shall be first utilised towards the discharge of such liabilities as are due and payable under the scheme and after making appropriate provision for meeting the expenses connected with such winding up, the balance shall be paid to the unit holders in proportion to their unit holding.

(5) On the completion of the winding up, the trustee shall forward to the Board and the unit holders

(a) a report on the steps taken for realisation of assets of the scheme, expenses for winding up and net assets available for distribution to the unit holders and

(b) a certificate from the auditors of the scheme to the effect that all the assets of the scheme are realised and the details of the distribution of the proceeds.

(6) The unclaimed money if any at the time of winding up shall be kept separately in a bank account by the trustee for a period of three years for the purpose of meeting investors' claims and thereafter shall be transferred to investor protection fund, as may be specified by the Board.

Effect of commencement of winding up proceedings

38. On and from the date of the publication of notice under [sub-regulation \(3\) of regulation 37](#), the trustee or the Collective Investment Management Company as the case may be, shall cease to carry on any business activities in respect of the scheme so wound up.

Cessation of the scheme

39. If, after the receipt of the report under [sub-regulation \(5\) of regulation 37](#), the Board is satisfied that all the measures for winding up of the scheme have been complied with, the scheme shall cease to exist.

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CHAPTER VI GENERAL OBLIGATIONS

To maintain proper books of accounts and records, etc.

40. (1) Every Collective Investment Management Company shall -

(a) keep and maintain proper books of accounts, records and documents, for each scheme so as to explain its transactions and to disclose at any point of time the financial position of each scheme and in particular give a true and fair view of the state of affairs of the scheme and

(b) intimate to the Board and the trustees the place where such books of accounts, records and documents including computer records are maintained.

(2) Every Collective Investment Management Company shall continue to maintain and preserve, for a period of five years after the close of each scheme, its books of accounts, records, computer data and documents.

Financial year

41. The financial year for all the schemes shall end as of March 31 of each year.

Dispatch of warrants and proceeds

42. The Collective Investment Management Company shall,

(a) dispatch to the unit holders the warrants within 42 days of the declaration of the interim returns.

(b) Dispatch the redemption proceeds within 30 days of the closure or the winding up of the scheme.

Statement of Accounts and Annual Report

43. (1) The Collective Investment Management Company shall:

(a) not exceed the ceilings on expenses or fees in respect of the scheme as specified in [Part-I of the Ninth Schedule](#).

(b) prepare the accounts of the scheme in accordance with accounting norms as specified in [Part-II of the Ninth Schedule](#);

(c) comply with format of balance sheet and profit and loss accounts as specified in [Part-III of the Ninth Schedule](#);

(2) An annual report and annual statement of accounts of each scheme shall be prepared in respect of each financial year.

(3) Every Collective Investment Management Company shall within two months from the date of closure of each financial year forward to the Board a copy of the Annual Report.

Auditor's Report

44. (1) Every scheme shall have the annual statement of accounts audited by an auditor who is empanelled with the Board and who is not in any way associated with the auditor of the Collective Investment Management Company.

(2) The auditor shall be appointed by the trustee.

(3) The auditor shall forward his report to the trustee and such report shall form part of the Annual Report of the scheme.

(4) The auditor's report shall comprise the following:-

(a) a certificate to the effect that:-

(i) he has obtained all information and explanations which, to the best of his knowledge and belief, were necessary for the purpose of the audit;

(ii) the balance sheet and the revenue account give a fair and true view of the scheme, state of affairs and surplus or deficit in the scheme for the accounting period to which the Balance Sheet or, as the case may be the Revenue Account relates;

(iii) the statement of account has been prepared in accordance with accounting policies and standards as specified in the [Part II of the Ninth Schedule](#).

(iv) any other matter which in the opinion of the auditor is vital and has a bearing on the

schemes.

Functions of auditors of scheme

45. (1) The auditor of the scheme shall, as soon as possible, notify the Board and the trustee in writing if he has reasonable grounds to suspect that a contravention of the regulations has occurred or if the schemes are not conducted on sound commercial principles.

(2) The auditor of the scheme:

(a) shall have a right of access at all reasonable times to the books of the scheme; and

(b) may require any employee of the Collective Investment Management Company to give the auditor information and explanations for the purposes of the audit.

Removal or Resignation of auditors

46. (1) The trustee, after prior approval of the trustee and for reasons to be recorded in writing remove the auditor of the scheme for misconduct or inefficiency after giving the auditor a reasonable opportunity of hearing.

Provided that another auditor for the scheme is appointed by trustee immediately from auditors empanelled with the Board.

(2) The auditor of the scheme may resign by giving a three months written notice to the Collective Investment Management Company and to the trustee.

Publication of Annual Report and summary thereof

47. (1) The scheme wise annual report or an abridged form thereof shall be published in a national daily as soon as possible but not later than two calendar months from the date of finalisation of accounts.

(2) The annual report shall contain details as specified in the [Ninth Schedule](#) and such other details as are necessary for the purpose of providing a true and fair view of the operations of the collective investment scheme.

(3) The report if published in abridged form shall carry a note that full annual report shall be available for inspection at the Head Office and all branch offices of the Collective Investment Management Company.

Periodic and continual disclosures

48. (1) The Collective Investment Management Company and the trustee, shall make such disclosures or submit such documents as they may be called upon by the Board to make or submit.

(2) Without prejudice to the generality of [sub-regulation \(1\)](#), the Collective Investment Management Company on behalf of the scheme shall furnish the following periodic reports to the Board, namely:

(a) copies of the duly audited annual statements of accounts including the balance sheet and the profit and loss account in respect of each scheme, once a year;

(b) a copy of quarterly unaudited accounts;

(c) a quarterly statement of changes in net assets for each of the schemes.

Quarterly disclosures

49. A Collective Investment Management Company, on behalf of the scheme shall before the expiry of one month from the close of each quarter that is 31st March, 30th June, 30th September and 31st December publish its unaudited financial results in one daily newspaper having nation wide circulation and in a newspaper published in the language of the region where the Head Office of the Collective Investment Management Company is situated.

Provided that the quarterly unaudited report referred in this sub-regulation shall contain details as specified in the regulations and such other details as are necessary for the purpose of providing a true and fair view of the operations of the scheme.

Disclosures to the investors

50. The trustee shall ensure that the Collective Investment Management Company shall make such disclosures to the unit holders as are essential in order to keep them informed about any matter which may have an adverse bearing on their investments.

Calling of meeting of unit holders, transfer and transmission of units

51. The calling of meeting of unit holders as well as transfer and transmission of units of scheme shall be as per the provisions of the [Eighth Schedule](#).

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CHAPTER VII INSPECTION AND AUDIT

Board's right to inspect and investigate

52. (1) The Board may appoint one or more persons as inspecting officer to undertake the inspection of the books of accounts, records, documents and infrastructure, systems and procedures or to investigate the affairs of the trustee and Collective Investment Management Company for any of the following purposes, namely:

- (a) to ensure that the books of accounts are being maintained by the Collective Investment Management Company in the manner specified in these regulations;
- (b) to ascertain whether the provisions of the Act and these regulations are being complied with by the trustee and Collective Investment Management Company;
- (c) to ascertain whether the systems, procedures and safeguards followed by the Collective Investment Management Company are adequate;
- (d) to investigate into the complaints received from the investors or any other person on any matter having a bearing on the activities of the trustee and Collective Investment Management Company;

Notice before inspection and investigation

53. (1) Before ordering an inspection under [regulation 52](#) the Board shall give not less than ten days notice to the Collective Investment Management Company or trustee as the case may be.

(2) Notwithstanding anything contained in [sub-regulation \(1\)](#), where the Board is satisfied that in the interest of the investors no such notice is required to be given, it may, by an order in writing direct that such inspection or investigation be taken up immediately without any notice.

(3) During the course of inspection or investigation, the trustee or Collective Investment Management Company against whom the inspection or investigation is being carried out shall be bound to discharge his obligations as provided in [regulation 54](#).

Obligations during inspection and investigation

54. (1) It shall be the duty of the trustee or Collective Investment Management Company whose affairs are being inspected or investigated, and of every director, officer and employee thereof, to produce such books, accounts, records, and other documents in its custody or control and furnish him such statements and information relating to the activities as trustee or Collective Investment Management Company, as the inspecting officer may require, within such reasonable period as the inspecting officer may specify.

(2) The trustee or Collective Investment Management Company shall allow the inspecting officer to have a reasonable access to the premises occupied by it or by any other person on its behalf and also provide necessary infrastructure for examining any books, records, documents, and computer data in the possession of the trustee and Collective Investment Management Company or such other person and also provide copies of documents or other materials which in the opinion of the inspecting officer are relevant for the purpose of the inspection.

Submission of report to the Board

55. The inspecting officer shall, on completion of the inspection or investigation, submit a report to the Board:

Provided that if directed to do so by the Board, he shall submit interim reports also.

Communications of findings, etc.

56. (1) The Board shall, after consideration of the report referred to in [regulation 55](#), communicate the findings to the trustee or Collective Investment Management Company as the case may be, and give him an opportunity of being heard within fourteen days from the date of receipt of such communication.

(2) Without prejudice to its right to initiate necessary action under the Act and these regulations, the Board upon receipt of the reply, if any, from the trustee or Collective Investment Management Company may call upon it to take such remedial measures as the Board may direct in this behalf and may also initiate action under [Chapter VIII](#) of these regulations.

Appointment of Auditor and recovery of expenses

57. (1) Without prejudice to the provisions of [regulation 52](#), the Board shall have the power to appoint an auditor to inspect or investigate, as the case may be, into the books of accounts or the affairs of the trustee or Collective Investment Management Company in respect of schemes:

Provided that the Auditor so appointed shall have the same powers of the inspecting officer as stated in [regulation 52](#) and the obligation of the Collective Investment Management Company or trustee and their respective employees in [regulation 54](#), shall be applicable to the inspection under this regulation.

Payment of inspection fees to the Board

(2) The Board shall be entitled to recover such expenses including fees paid to the auditors as may be incurred by it for the purposes of inspecting the books of accounts, records and documents of the trustee or Collective Investment Management Company.

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CHAPTER VIII PROCEDURE FOR ACTION IN CASE OF DEFAULT

Competent Authority

58. In this Chapter, unless the context otherwise requires a competent authority means an officer of the Board not below the rank of Division Chief, whom the Board specifies as the competent authority for the purpose of Chapter VIII.

Suspension of Certificate

59. The competent authority may suspend a certificate of registration granted to a Collective Investment Management Company if such company :-

(a) contravenes any provision of the Act or these regulations;

(b) for the purposes of these regulations furnishes any information which is false or misleading or suppresses any material information;

(c) does not co-operate in any inspection, investigation or inquiry conducted by the Board under the Act or these regulations;

(d) fails to comply with any directions issued by the Board under the Act or the regulations;

(e) fails to resolve the complaints of the investors or fails to furnish to the Board a satisfactory reply in this behalf when called upon to do so by the Board;

(f) commits a breach of any provision of the Code of Conduct specified in the [Third Schedule](#);

(g) fails to pay the fees specified in the [Second Schedule](#);

(h) commits a breach of the conditions of registration; or

(i) fails to make an application for listing or fails to list units of a scheme in a recognised stock exchange.

Cancellation of certificate

60. The competent authority may cancel the certificate of registration granted to a Collective Investment Management Company, if -

(a) the company has been guilty of fraud or has been convicted of an economic offence;

(b) the company has been guilty of repeated defaults of the nature specified in [regulation 59](#);

(c) the financial position of the company has deteriorated to such an extent that the competent authority is of the opinion that its continuance is not in the interest of the unit holders.

(d) the agreement for managing the scheme property has been terminated.

(e) The company is declared insolvent or wound up.

Manner of making order of cancellation or suspension

61. No order of suspension or cancellation of certificate shall be made by the competent authority against the Collective Investment Management Company except after holding an enquiry in accordance with the procedure specified in [regulation 62](#).

Provided that the holding of an enquiry shall not be necessary in the following cases:

(a) where the company is declared insolvent or is wound up;

(b) where the company fails to pay fees to the Board;

(c) where the agreement for managing the scheme property is terminated;

(d) where the company surrenders its certificate of registration to the Board;

(e) where the company fails to maintain the net worth;

(f) where the number of independent directors falls below fifty percent of the total number of directors.

Provided further that an opportunity of hearing shall be given to Collective Investment Management Company before any action is taken under the first proviso to this regulation.

Show cause notice and order

62. (1) Where action under [regulation 59](#) or [60](#) is proposed, the competent authority shall issue to the Collective Investment Management Company, at its registered office or its principal place of business, a

notice setting out the grounds on which the action is proposed to be taken against it and calling it to show cause against such action within a period of fourteen days from the date of receipt of the notice.

(2) The competent authority shall give a reasonable opportunity of hearing to the Collective Investment Management Company to enable it to make submissions in support of his reply to its notice issued under [sub-regulation \(1\)](#).

(3) Before the competent authority, the Collective Investment Management Company may either appear in person or through any person duly authorised on his behalf;

Provided that no advocate shall be permitted to represent the Collective Investment Management Company at the personal hearing.

Provided further that where an advocate has been appointed by the Board as a presenting officer under [sub-regulation \(5\)](#) of this regulation, the company shall have the right to present its case through an advocate.

(5) If it is considered necessary, the competent authority may request the Board to appoint a presenting officer to present its case.

(6) The Competent Authority, after considering the reply of the Collective Investment Management Company, the evidence on record, and the submissions at the time of the personal hearing, if any, pass such order as it deems fit, including an order for the suspension or cancellation of the certificate.

(7) Every order made under [sub-regulation \(6\)](#) shall be self-contained and shall give reasons for the conclusions stated therein, including the justification for the penalty if any, imposed by that order.

Effect of suspension or cancellation of certificate of registration

63. (1) On and from the date of the suspension of the certificate, the Collective Investment Management Company shall cease to carry on any activity during the period of suspension, and shall be subject to the directions of the Board with regard to any records, documents, or assets that may be in its custody or control, relating to its activities.

(2) On and from the date of cancellation of the certificate, the Collective Investment Management Company shall, cease to carry on any activity.

Publication of order of suspension or cancellation

64. The order of suspension or cancellation passed under [sub-regulation \(6\) of regulation 62](#), shall be published by the Board in two newspapers of which at least one shall have nation wide circulation.

Directions by the Board

65. The Board may, in the interests of the securities market and the investors and without prejudice to its right to initiate action under this Chapter, including initiation of criminal prosecution under section 24 of the Act, give such directions as it deems fit in order to ensure effective observance of these regulations, including directions,:

- (a) requiring the person concerned not to collect any money from investors or to launch any scheme;
- (b) prohibiting the person concerned from disposing of any of the properties of the scheme acquired in violation of these regulations;
- (c) requiring the person concerned to dispose of the assets of the scheme in a manner as may be specified in the directions;
- (d) requiring the person concerned to refund any money or the assets to the concerned investors along with the requisite interest or otherwise, collected under the scheme.
- (e) prohibiting the person concerned from operating in the capital market or from accessing the capital market for a specified period.

Action against intermediaries

66. The Board may initiate action for suspension or cancellation of registration of an intermediary holding a certificate of registration under section 12 of the Act who fails to exercise due diligence in the performance of its functions or fails to comply with its obligations under these regulations:

Provided that no such certificate of registration shall be suspended or cancelled unless the procedure specified in the regulations applicable to such intermediary is complied with.

^{2*}[**Appeal to the Securities Appellate Tribunal**

67. Any person aggrieved by an order of the Board made, on and after the commencement of the Securities Laws (Second Amendment) Act, 1999 (i.e., after 16th December 1999), under these regulations may prefer an appeal to a Securities Appellate Tribunal having jurisdiction in the matter]

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Foot notes

2. Regulation 67 *substituted* for the following provision vide SEBI (Appeal to Securities Appellate Tribunal) (Amendment) Regulations, 2000 published in the Gazettee of India dated 28.03.2000

"Any person aggrieved by an order of the competent authority or the Board under these regulations:

(a) suspending the certificate of registration; or

(b) canceling such certificate; or

(c) issuing directions under regulation 65

may prefer an appeal to the Central Government against such order, in accordance with the Securities and Exchange Board of India (Appeals to Central Government) Rules,1993."

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CHAPTER IX EXISTING COLLECTIVE INVESTMENT SCHEMES

Existing schemes to obtain provisional registration

68. (1) Any person who has been operating a collective investment scheme at the time of commencement of these regulations shall be deemed to be an existing collective investment scheme and shall also comply with the provisions of this Chapter.

Explanation: The expression 'operating a collective investment scheme' shall include carrying out the obligations undertaken in the various documents entered into with the investors who have subscribed to the scheme.

(2) An existing collective investment scheme shall make an application to the Board in the manner specified in [regulation 5](#).

(3) The application made under [sub-regulation \(2\)](#) shall be dealt with in any of the following manner:

(a) by grant of provisional registration by the Board under [sub-regulation \(1\) of regulation 71](#);

(b) by grant of a certificate of registration by the Board under [regulation 10](#);

(c) by rejection of the application for registration by the Board under [regulation 12](#).

No scheme to be launched until grant of registration

69. No existing collective investment scheme shall launch any new scheme or raise money from the investors even under the existing scheme, unless a certificate of registration is granted to it by the Board under [regulation 10](#).

Consideration of application for grant of provisional registration

70. (1) The applicant for the purpose of being considered eligible for the grant of provisional registration shall satisfy the Board that

(a) the schemes of the applicant are in the nature of collective investment schemes;

(b) the affairs of the applicant are not being conducted in a manner detrimental to the interest of existing investors;

(c) the applicant has atleast 50% independent directors at the time of making the application;

Explanation:- "Independent directors" shall mean directors who are not associates of the persons operating the existing collective investment scheme.

(d) any person, directly or indirectly connected with it has not been granted registration by the Board under the Act;

(2) The Board for the purposes of grant of provisional registration may, interalia, inspect the schemes, books of accounts, records and documents of the applicant

(3) The Board shall recover from the applicant such expenses including fees paid to the auditor, appraising agency as may be incurred by it for the purposes of inspecting the schemes, books of accounts, records and documents of the applicant.

(4) The Board on being satisfied that the requirements specified in [sub-regulation \(1\)](#) are not fulfilled may reject the application and the applicant thereupon shall wind up its existing scheme (s) in the manner specified in [regulation 73](#).

Grant of provisional registration

71. (1) The Board after being satisfied that the conditions specified in [regulation 70](#) are fulfilled may grant provisional registration to the applicant subject to the following conditions, namely:-

(a) the applicant shall get the existing schemes rated by a credit rating agency within ^{3*}[two] year from the date of grant of provisional registration;

(b) the applicant shall get the existing schemes audited by an auditor within a period of ^{3*}[two] year from the date of grant of provisional registration;

(c) the applicant shall get existing schemes appraised by an appraising agency within a period of ^{3*}[two] year from the date of grant of provisional registration;

(d) the applicant shall create a trust and appoint trustees in the manner specified in [Chapter IV](#) of these regulations within a period of ^{3*}[two] year from the date of grant of provisional registration;

(e) the applicant shall comply with accounting and valuation norms in respect of schemes floated before the commencement of these regulations as specified in [Part-II of the Ninth Schedule](#) within a period of ^{3*}[two] year from the date of provisional registration;

(f) the applicant shall meet the minimum net worth of Rupees one crore within one year from the date of grant of provisional registration which shall be increased by Rupees one crore each within two years, three years, four years and five years from the date of grant of provisional registration.

(g) the applicant shall not dispose of the scheme property except for meeting obligations arising under the offer document of the scheme.

(h) the applicant shall comply with the conditions specified in [regulation 11](#);

(i) such other conditions which the Board may impose.

(2) The applicant shall give a written undertaking to the Board to comply with the conditions specified in [sub-regulation \(1\)](#).

(3) The applicant who has been considered eligible for the grant of provisional registration by the Board shall pay provisional registration fee as per the Second Schedule.

(4) An applicant who after grant of provisional registration fails to comply with the conditions as specified in [sub-regulation \(1\)](#) and [regulation 9](#) shall not be considered eligible for the grant of certificate of registration under [regulation 10](#) and shall wind up the scheme in the manner specified in [regulation 73](#).

Registration to existing scheme

72. (1) An existing Collective Investment Scheme which satisfies the Board that the requirements specified in [regulation 9](#) and the conditions specified under [regulation 71](#) have been fulfilled, shall be granted a certificate of registration under [regulation 10](#) upon payment of registration fees as specified in [paragraph 2 of the Second Schedule](#) and on such terms and conditions as may be specified by the Board.

(2) An existing collective investment scheme which has been granted certificate of registration under [sub-regulation \(1\)](#) may be allowed to float new schemes on such terms and conditions as may be specified by the Board.

Manner of repayment and winding up

73. (1) An existing collective investment scheme which;

(a) has failed to make an application for registration to the Board; or

(b) has not been granted provisional registration by the Board; or

(c) having obtained provisional registration fails to comply with the provisions of [regulation 71](#);

shall wind up the existing scheme.

(2) The existing collective investment scheme to be wound up under [sub-regulation \(1\)](#) shall send an information memorandum to the investors who have subscribed to the schemes, within two months from the date of receipt of intimation from the Board, detailing the state of affairs of the scheme, the amount repayable to each investor and the manner in which such amount is determined.

(3) The information memorandum referred to in [sub-regulation \(2\)](#) shall be dated and signed by all the directors of the scheme.

(4) The Board may specify such other disclosures to be made in the information memorandum, as it deems fit.

(5) The information memorandum shall be sent to the investors within one week from the date of the information memorandum.

(6) The information memorandum shall explicitly state that investors desirous of continuing with the scheme shall have to give a positive consent within one month from the date of the information memorandum to continue with the scheme.

(7) The investors who give positive consent under [sub-regulation \(6\)](#), shall continue with the scheme at their risk and responsibility.

Provided that if the positive consent to continue with the scheme, is received from only twenty five percent or less of the total number of existing investors, the scheme shall be wound up.

(8) The payment to the investors, shall be made within three months of the date of the information memorandum.

(9) On completion of the winding up, the existing collective investment scheme shall file with the Board such reports, as may be specified by the Board.

Existing scheme not desirous of obtaining registration to repay

74. An existing collective investment scheme which is not desirous of obtaining provisional registration from the Board shall formulate a scheme of repayment and make such repayment to the existing investors in the manner specified in [regulation 73](#).

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Foot notes

3. *Substituted for "one" by the Securities and Exchange Board of India (Collective Investment Schemes) (Amendment) Regulations, 2002, published in the Gazettee of India dated 17.01.2002.*

CHAPTER X MISCELLANEOUS

Power of the Board to issue clarifications

75. In order to remove any difficulties in the application or interpretation of these regulations, the Board shall have the power to issue clarifications and guidelines in the form of notes or circulars which shall be binding on the trustee or Collective Investment Management Company or any other intermediary in the capital market.

F.NO. SEBI/19418/99

D.R. MEHTA
CHAIRMAN
SECURITIES AND EXCHANGE BOARD OF INDIA

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FIRST SCHEDULE - FORMS

FORM A

SECURITIES AND EXCHANGE BOARD OF INDIA (COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999

[REGULATIONS 4, 5(2)]

APPLICATION FOR THE GRANT OF REGISTRATION AS COLLECTIVE INVESTMENT MANAGEMENT COMPANY

1. NAME OF THE APPLICANT:

2. CONTACT PERSON:

3. NAME OF THE COMPLIANCE OFFICER:

TELEPHONE NO:

FAX NO:

4. ADDRESS OF THE REGISTERED OFFICE
OF THE APPLICANT:

PIN CODE:

TELEPHONE NO:

FAX NO:

5. ADDRESS OF THE APPLICANT FOR
CORRESPONDENCE:

PIN CODE:

TELEPHONE NO. : FAX NO.:

6. ADDRESS OF BRANCH OFFICES (IN INDIA & ABROAD) OF THE APPLICANT, IF ANY:

(A)

(B)

(C)

7. WHETHER ANY OTHER APPLICATION UNDER SECURITIES AND EXCHANGE BOARD
OF INDIA ACT, 1992 HAS BEEN MADE FOR GRANT OF CERTIFICATE, IF SO, DETAILS
HEREOF:

8. DATE AND PLACE OF INCORPORATION OF THE COLLECTIVE INVESTMENT
MANAGEMENT COMPANY:

(Enclose a copy of certificate of incorporation)

9. OBJECTS OF THE COLLECTIVE INVESTMENT MANAGEMENT COMPANY:

(Enclose copy of the Memorandum and Articles of Association)

10. MAIN OBJECTS:

11. ANCILLARY OBJECTS:

(the Memorandum and Articles of Association should have necessary clause in respect of collective
investment scheme and amendments, if any, shall have to be incorporated in
the existing Memorandum and Articles of Association)

12. CAPITAL STRUCTURE AND SHAREHOLDING PATTERN:

(give list of major share holders holding 5% or more voting rights and percentage of their share holdings,
as of the latest date)

13. NET WORTH OF THE COMPANY:

(as of the latest date)

14. PRESENT LINE(S) OF BUSINESS ACTIVITIES:

(History, major achievements and present activity)

15. FINANCIAL INFORMATION:

(Enclose Balance Sheet and Profit and Loss account for the immediately preceding 3 years)

16. ACCOUNTING POLICIES:

(Furnish description of significant accounting policies)

17. NAMES AND ACTIVITIES OF ASSOCIATE COMPANIES/CONCERNS CARRYING ON ACTIVITIES RELATED TO THE SECURITIES MARKET AND GRANTED REGISTRATION BY SEBI:

18. MANAGEMENT OF THE COLLECTIVE INVESTMENT MANAGEMENT COMPANY:

19. BOARD OF DIRECTORS:

(Indicate name, qualifications, background, experience, whether directorship is on whole time/ part time basis, other directorships, of the Directors. Whether any of the Directors is in full employment elsewhere; give details thereof. If any of the Directors is a member of a professional body i.e. the ICAI or ICSI, to furnish permission of the professional body for acting as director of the applicant)

20. KEY MANAGEMENT PERSONNEL:

(Furnish the names, qualifications, experience of the key management personnel indicating their experience. Also, submit proof of acceptance of appointment letter, latest salary slips)

21. OTHER EMPLOYEES:

(Furnish the names, qualifications, experience of the other employees)

22. DETAILS OF INFRASTRUCTURAL FACILITIES:

23. OFFICE SPACE:

(Mention extent of area available at the place where the main activity would be carried out; detail of office space available at all the locations; certified copies of relevant sale deed / lease deed/ rental agreement etc. in respect of each of the premises to be enclosed.)

24. OFFICE EQUIPMENT:

(mention the details of electronic office equipment, computers, fax, telephones etc; submit proof of purchase of the above equipments.)

25. INVOLVEMENT IN CASES:

(a) Court cases/ litigations in which the applicant may have been involved in the last 3 years.

(b) Involvement in any offence relating to moral turpitude/ economic offences of the directors, employees of the applicant in the last 3 years.

26. AUDITORS

27. OTHER INFORMATION:

Any other information considered relevant to the nature of services rendered by the applicant.

Names and addresses of the auditors of the applicant:

28. DOCUMENTS:

Submit copies of:

- (a) Draft Trust Deed; and
- (b) Draft Investment Management Agreement

INSTRUCTION FOR FILLING UP THE FORM :-

- (a) Applicants must submit a completed application form together with appropriate supporting documents to the Board.
- (b) It is important that this application form should be filled in accordance with the regulations.
- (c) An application which is not complete is liable to be rejected.
- (d) Answers must be typed and legible.
- (e) Information which needs to be supplied in more details may be given on separate sheets which should be attached to the application form.
- (f) The application must be signed by the competent person having authority to do so and all signatures must be in original.

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FORM B
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 10]
CERTIFICATE OF REGISTRATION

In exercise of the powers conferred by Section 30 of the Securities and Exchange Board of India Act, 1992, (15 of 1992) read with the Securities and Exchange Board of India (Collective Investment Scheme) Regulations, 1999 made thereunder the Board hereby grants a certificate of registration to _____ as an Collective Investment Management Company.

Registration Code for the Collective Investment Management Company is CIMC/CIS///

Date

By order
Sd/-
For and on behalf
Securities and Exchange Board of India

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FORM C
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 18(2)]
TRUSTEESHIP OF THE COLLECTION INVESTMENT SCHEME

1] Furnish the following particulars:

[a] Name of the Institution

[b] Address/telephone/telex/fax nos.

[c] Name of the contact person

[d] SEBI Registration No.:

[e] Management of the trustee

Board of Directors

Key Personnel

Other Employees

[f] Details of Infrastructure facilities

Office Space

Office Equipment

[g] Court cases / litigations in which the trustee may have been involved in the last three years and whether the case is pending or has been adjudicated.

[h] Any penalty imposed by SEBI or by other regulatory bodies during the last three years.

[i] Any other information considered relevant to the nature of services rendered by the trustee.

[2] INSTRUCTION FOR FILLING UP THE FORM

(See [Form A](#))

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SECOND SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATIONS 6, 10, 26(1), 59(g),71(3),72(1)]

FEES

1. (a) Application fees payable by the applicant:	Rupees Twenty- Five Thousand
(b) Provisional registration fees payable by existing collective investment scheme:	Rupees Five Lacs [see para 2 below]
(c) Registration fees payable by the applicant for grant of registration as collective investment management company:	Rupees Ten Lacs
(d) Filing fees for offer document:	Rupees Twenty- Five thousand

2. The applicant who has paid provisional registration fee of Rs.5 lacs under sub-paragraph (b) of paragraph 1, shall pay remaining registration fee of Rs.5 lacs at the time of grant of registration.

3. The fees referred to in paragraphs 1 and 2 above, shall be paid by means of a bank draft in favour of "Securities and Exchange Board of India" at Mumbai or at the regional offices where the application for registration or draft offer document is submitted.

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THIRD SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATIONS 14(h), 21(8),59(f)]
CODE OF CONDUCT

1. Interests of all classes of unit holders to be protected

The organisation, operation and management of the Collective Investment Scheme and the creation of assets therein shall be conducted -

- a. in the interest of all classes of unit holders of the scheme and
- b. not merely in the interests of the directors of the company or associated persons or
- c. any special class of unit holders.

2. Dissemination of information

- a. the trustee and the Collective Investment Management Company shall ensure the timely dissemination to all unit holders, of adequate accurate and explicit information about the investment policies, investment objectives, financial position and general affairs of the scheme;
- b. all such information shall be fairly presented in simple language.

3. Conflict of interest

The trustee and the Collective Investment Management Company shall in managing the affairs of the schemes avoid conflicts of interest and treat the interests of all unit holders paramount in all matters.

4. Segregation

The trustee and the Collective Investment Management Company shall ensure scheme wise segregation of funds and assets as created.

5. Integrity, investments as per objects, etc.

The trustee and the Collective Investment Management Agency shall

- a. carry on the business and make investments in accordance with the investment objectives stated in the offer documents and take investment decisions solely in the interests of unit holders;
- b. not use any unethical means for marketing their schemes or for inducing investors to bring the same;
- c. carry on all their activities in the interests of unit holders and with strict regard to integrity and honesty.

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FOURTH SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 17(1)]
CONTENTS OF THE TRUST DEED

1. Principal Clauses

The Trust Deed shall contain the following clauses, namely:-

[a] the responsibilities, obligations and rights of the trustee for the protection of the assets of the scheme.

[b] provisions to ensure that management of scheme property shall be in accordance with that specified in the offer document and these regulations.

[c] the responsibilities, obligations and rights of the Collective Investment Management Company.

[d] the policies for issue, pricing of units and expenses of the scheme, including payment of fees and distribution of income and gains and accounting.

[e] the policies for disclosures of the investors of various schemes objectives and investment objectives in offer documents and advertisements and annual and half-yearly reporting requirements.

[f] provisions to ensure that the auditor for the scheme shall be different from the Auditor of the Collective Investment Management Company. Further, it shall contain conditions of appointment, retirement, removal and replacement of auditor of the scheme.

[g] broad policies regarding allocation of expenditure to capital or income.

[h] provisions to explicitly forbid the acquisition of any asset out of the trust property which involves the assumption of any liability which is unlimited or shall not result in encumbrance of the trust property in any way.

[i] trusteeship fee, if any, payable to the trustee.

[j] provisions to the effect that no amendment to the Trust Deed shall be carried out without the prior approval of the Board and unit holders.

[k] provisions to ensure that removal of the trustee in all cases shall require the prior approval of the Board and the provisions regarding appointment of new trustee and their removal be specified.

[l] procedure for seeking approval of the unit holders.

[m] provisions for redressal of grievances of the investors and time within which such complaints shall be redressed.

[n] the circumstances under which the assets may be disposed of with the approval of the trustee.

[o] provisions regarding transfer of units, meeting of unit holders and maintenance of upto date register of unit holders.

[p] the time within which the unit certificates shall be issued after allotment and the time within which transfer of units shall be completed.

[q] provisions to ensure that any document required to be lodged with the Board shall be signed by atleast two Directors of the Collective Investment Management Company with atleast one of them being an independent director.

[r] provisions to ensure the public availability of the trust deed for inspection of unitholders and investors.

[s] provisions to ensure that unit holders shall have beneficial interest in the trust property to the extent of individual holding in respective schemes only.

2. Trustee's duties regarding information properly, etc.

The Trust Deed shall lay down that the trustee shall:

[a] obtain necessary information and a quarterly report from the Collective Investment Management Company.

[b] make spot checks on the Collective Investment Management Company regarding pricing of units and payment into and out of the scheme and proper accounting of the income of the scheme and charging of expenses and distribution as permitted.

[c] maintain an arms' length relationship with other companies, or institutions or financial intermediaries

or any body corporate with which it may be associated.

[d] take into their custody, or under their control all the property of the schemes and hold it in trust for the unit holders.

[e] act in the interest of the unit holders.

[f] provide or cause to be provide information to unit holders and Board as may be specified by the Board.

[g] enter into an agreement for managing the scheme property with the Collective Investment Management Company for this purpose, and shall enclose the same with the Trust Deed.

[h] supervise the collection of any income due to be paid to the scheme and for claiming any repayment of tax and holding any income received in trust for the holders in accordance with the Trust Deed, Offer document and regulations.

[i] take reasonable care to ensure that the funds under the schemes floated by and managed by the Collective Investment Management Company are in accordance with the Trust Deed, Offer document and regulations.

[j] have to remove the Collective Investment Management Company under the specific events only with the approval of Board in accordance with the regulations.

[k] be responsible for the supervision of its activities of the Collective Investment Management Company in relation to the scheme and shall also act as a Custodian of the assets of the scheme.

3. Obligations of the Company

The Trust Deed shall lay down that Collective Investment Management Company shall:

[a] float schemes for the scheme after approval by the trustee, and manage the funds mobilised under various schemes, in accordance with the provisions of the Trust Deed, Offer document and regulations.

[b] not invest the corpus of the scheme in other scheme.

[c] not without the approval of the trustee publish or cause to be published any advertisement containing any invitation to buy units, or any statement with respect to the sale price of the units or the return expected from the scheme.

[d] use its best endeavours to carry on and conduct its business in a proper and efficient manner and to ensure that the scheme to which the deed relates is carried on and conducted in a proper and efficient manner.

[e] make available to the trustee or to the auditors for inspection all the books of the scheme.

[f] furnish to the trustee or to the auditors such oral or written information as the trustee or the auditor requires with respect to all matter relating to the scheme or otherwise relating to the affairs of the scheme.

[g] not exercise the right to vote in respect of any units relating to the scheme held by the Collective Investment Management Company.

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The Investment Management Agreement shall contain the following clauses namely:-

1. Obligations of the Collective Investment Management Company:

The Collective Investment Management Company

- (a) shall be responsible for floating schemes after obtaining approval from the trustee and managing the funds mobilised under various schemes, in accordance with the provisions of the Trust Deed, Offer document and regulations;
- (b) shall invest the funds raised under various schemes in accordance with the provisions of the Trust Deed, Offer document and the regulations;
- (c) shall not acquire any assets out of the scheme property which involves the assumption of any liability which is unlimited or which may result in encumbrance of the scheme property in any way;
- (d) shall not give or guarantee loans or take up any activity in contravention of the regulations;
- (e) shall ensure that no application form, or sales literature or other printed matter issued to prospective investors, or advertisement, or report and or announcement addressed to the general body of unit holders, or to the public, or to the press or other communications media, is issued or published without the trustee's prior approval in writing, and contains any statement or matter extraneous to the Trust Deed or Offer Document scheme particulars approved by the trustee and Board;
- (f) shall submit quarterly reports on the functioning of the schemes to the trustee or at such intervals as may be required by the trustee or Board.

2. The trustee:

- (a) shall have the right to obtain from the Collective Investment Management Company all information concerning the operations of the various schemes managed by the Collective Investment Management Company at such intervals and in such a manner as required by the trustee to ensure that the Collective Investment Management Company is complying with the provisions of the Trust Deed, Offer document and regulations;
- (b) shall have the power to remove the Collective Investment Management Company under the specific events only with the approval of Board in accordance with the regulations.

3. Meeting the losses

No loss or damage or expenses incurred by the Collective Investment Management Company or its officers or any person delegated by the Collective Investment Management Company, shall be met out of the trust property.

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SIXTH SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 26(2)]
CONTENTS OF THE OFFER DOCUMENT

Contents

The offer document filed with the Board shall contain, in addition to the requirements specified in the regulations, following information so as to enable the investors to make a true, fair and informed decision on the investments in the scheme, namely:

1 Outer Cover Pages

1.1 Front Outer cover Page

i) The front outer cover page of the offer document filed with the Board shall contain the following details only:-

The name of the scheme, name and address of the registered office of the Collective Investment Management Company and trustee along with their telephone number and fax number.

ii) The nature, number, price and amount of the units offered.

iii) The following clause in respect of general risk should be incorporated:

"Investment in units involve a degree of risk and investors should not invest any funds in this offer unless they can afford to take the risk of losing their investment. Investors are advised to read the risk factors carefully before taking an investment decision in this offering. For taking an investment decision, investors must rely on their own examination of the scheme and the offer including the risks involved. The units have not been recommended or approved by Securities and Exchange Board of India (SEBI) nor does SEBI guarantee the accuracy or adequacy of this document." .

Specific attention of investors shall be invited to the summarised and detailed statement of Risk Factors by indicating their page number(s) in the 'General Risks'.

iv) "Collective Investment Management Company's Absolute Responsibility clause to be incorporated as under:

"The Collective Investment Management Company, having made all reasonable inquiries, accepts responsibility for and confirms that this offer document contains all information with regard to the scheme and that the information contained in the offer document is true and correct in all material aspects and is not misleading in any material respect, that the opinions and intentions expressed herein are honestly held and that there are no other facts, the omission of which make this document as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect."

v) The name and address of the Registrar to the issue along with the telephone number and fax number.

vi) The name and address of the auditor of the scheme.

vii) Opening, Closing and Earliest closing date (if any) for the offer.

viii) Credit Rating - Name of the Credit Rating Agency, the rating given, the tenure of the rating.

ix) Name of the Compliance Officer.

x) Name of the appraising agency - A brief appraisal report.

xi) The front cover page shall be white. No patterns or pictures shall be printed on this page.

xii) The cover page paper shall be of adequate thickness (preferably minimum 100 gcm quality).

1.2 Front Inside Cover Page

Index shall appear on the Front Inside Cover Page.

1.3 Inner cover Pages

The other risk factors shall be printed in clear readable font (preferably of minimum point 10 size) starting on the first inner cover page to be numbered page i (and, if need be, shall continue on subsequent pages ii, iii, etc. as distinct from the page number of the offer document proper which would run as 1, 2, 3, etc.) in addition to appearing in the offer document.

1.4. Back cover Pages

Back Inside Cover Page and Back Outside Cover Page shall be in white and blank. Any 'notes' required to be given prominence shall appear immediately after the Risk Factors wherever they appear.

Risk Factors

2. The Collective Investment Management Company shall classify the risk factors as those which are specific and internal to the scheme and those which are external and beyond the control of the Collective Investment Management Company. Collective Investment Management Company's perception of the internal and external risk factors shall be given immediately after each of the risk factors and not as a separate heading under management perception.

Disclaimer Clause

3. The offer document shall contain the following disclaimer clause in capital letters and bold. It is to be distinctly understood that submission of offer document to SEBI should not in any way be deemed or construed that the same has been cleared or approved by SEBI. SEBI does not take any responsibility either for the financial soundness of any scheme for which the issue is proposed to be made or for the correctness of the statements made or opinions expressed in the offer document. Collective Investment Management Company, _____ has certified that the disclosures made in the offer document are generally adequate and are in conformity with SEBI (Collective Investment Scheme), Regulations, 1999 in force for the time being. This requirement is to facilitate unit holders to take an informed decision for making investment in the proposed issue.

It should also be clearly understood that the Collective Investment Management Company is primarily responsible for the correctness, adequacy and disclosure of all relevant information in the offer document.

WE THE COLLECTIVE INVESTMENT MANAGEMENT COMPANY CONFIRM that: the offer document forwarded to SEBI is in conformity with the documents, materials and paper relevant to the issue; all the legal requirements connected with the said issue, as also the guidelines, instructions, etc. issued by SEBI, the Government and any other competent authority in this behalf have been duly complied with; and the disclosures made in the offer document are true, fair and adequate to enable the investors to make a well informed decision as to the investment in the proposed scheme.

We confirm that beside ourselves, all the intermediaries named in the prospectus are registered with SEBI and till date such registration is valid.

Undertaking from the Collective Investment Management Company

4. The following undertaking by the Collective Investment Management Company shall be incorporated in the offer document:

i) that the complaints received in respect of the issue of units of the scheme would be attended to expeditiously and satisfactorily.

ii) that the funds required for despatch of refund orders/allotment letters/ certificates by registered post shall be made available to the Registrar to the Issue by the Collective Investment Management Company.

iii) that the certificates of the units/refund orders to the non-resident Indians shall be despatched in time.

iv) that no units shall be issued to the public later than six months after the date of the offer document i.e. the date when the offer document is filed with the Board.

Fictitious Applications

5. Any person who makes in a fictitious name an application for acquiring or subscribing for any units of a scheme, or otherwise induces the scheme to allot, or register any transfer of units therein to him, or to any other person in a fictitious name, shall be punishable under the provisions of the SEBI Act, 1992.

Minimum Subscription Clause

6. The Collective Investment Management Company shall state that the minimum subscription of units necessary for the purpose of launching the scheme.

The minimum subscription clause is to be incorporated in the offer document as under:

"If the scheme does not receive the above stated minimum subscription of units from the public on the date of closure of the issue, then the entire subscription amount received shall be refunded forthwith".

Maximum Subscription Clause

7. The Collective Investment Management Company shall state the maximum number of units that shall be offered through the offer document.

Minimum and Maximum - by Appraising Agency compared.

8. Terms of the present issue

8.1. Terms of payments

8.2. Rights of the investors

8.3. How to apply - availability of forms, offer document and mode of payment

8.4. Any special tax benefits for investing in the scheme.

Appraisal of the Project

9. Project to be appraised by appraising agency for carrying out appraisal and salient features of the appraisal report to be detailed. The scope and purpose of the appraisal along with the date of appraisal may be disclosed. The cost of the project and means of finance as per the appraisal report should also be disclosed. The weakness and threats, if any, given in the appraisal report should also be disclosed by way of risk factors.

Project relating to the scheme

10. The Collective Investment Management Company shall disclose -

i) detail particulars as are sufficient to disclose the true nature of the scheme.

ii) the nature and description of property and the conditions or circumstances under which it is will become vested with the trustee.

iii) with respect to the property purchased or acquired or proposed to be purchased or acquired in relation to the scheme, the following shall be given

- the name and address of the vendor (s)

- the amount of cash or other consideration paid or payable to the vendor or each vendor, as the case may be

- short particulars of any transaction relating to the property, in which any vendor of the property or any person who is, or was at the time of the transaction, having control or controlling interest in or director of the Collective Investment Management Company or directly or indirectly related to the Collective investment management company.

(if the property to be acquired by the trustee is to be taken on lease then the term "vendor" would construe to mean "lessor", the expression "purchase money" would include the consideration for the lease)

iv) the amount or estimated amount of -

v) the expense of setting up the scheme; and

vi) the expense of the issue, and the names of the persons by whom any of these expenses have been paid or are payable.

11. Management of the Scheme

11.1. This section shall describe the manner in which the scheme is managed. The disclosures shall include-

i) Identification of Collective Investment Management Company and the name of the key personnel of the Collective Investment Management Company who would be responsible for managing the scheme along with his qualifications, experience and background;

ii) Name and address of the Investor Relations Officer;

iii) The name and the address of the Collective Investment Management Company and the names and addresses of the Directors on the Board of the Collective Investment Management Company with a brief description of the experience of the Collective Investment Management Company;

iv) disclosure of the date of entering the Investment Management Agreement.

v) Full information regarding the remuneration / compensation of the trustee and the Collective Investment Management Company respectively, the manner in which that remuneration / compensation is provided for, and the changes (if any) that will be made by way of that remuneration / compensation upon the sale of or subscription for any units of the scheme and upon the distribution of income and capital or otherwise in connection with the scheme.

11.2. The identity of any other person who provides significant administrative or business management services and a brief description of the services provided and the compensation to be paid therefore;

11.3. The name and principal business address of the Registrars and Transfer Agents. A statement to the effect that the trustee and the Collective Investment Management Company have ensured that the Registrar has adequate capacity to discharge responsibilities with regard to processing of applications and despatching unit certificates to unit holders within the time limit prescribed in the regulations and also has sufficient capacity to handle investor complaints;

11.4. Identification and name and address of the statutory auditor for the scheme;

Constitution of the Collective Investment Scheme

12. Under this head, the following shall be discussed:

i) A brief description of the objectives of the scheme'

ii) Functions and responsibilities of the constituents of the Collective Investment Scheme viz. Collective Investment Management Company and trustee;

iii) Names and addresses of the Directors of the trustee and details of their principal occupations and current directorships.

iv) Summary of substantial provisions of the Trust Deed which may be of material interest to the unit holders'

Units and Offer

13. Describe concisely the nature and the most significant attributes of the units being offered, including:

i) The minimum and maximum number of units on offer and refund beyond this amount shall be disclosed.

ii) The circumstances under which refund may take place and the period within which refunds must be carried out.

- iii) A calendar indicating opening, closing, earliest closing, allotment and despatch of certificates.
- iv) The period within which allotment and despatch of certificates will be completed and relevant regulations in this regard alongwith a statement to the effect that an advertisement will be published in a newspaper soon after completion of allotment procedure.
- v) Maturity period or duration of the scheme.
- vi) The circumstances under which the scheme shall be wound up (in accordance with regulations).
- vii) Procedures to be followed for transfer and transmission of units.
- viii) The rights of the unit holders including voting, calling of meetings etc
- ix) The address where the register of unit holders is or will be kept and the days on which and the hours during which the register is or will be accessible to the public.
- x) The amount, if any, paid or payable as commission for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions for any units of the scheme, or the rate of any such commission. Also, the names of persons having control or controlling interest in or director of the Collective Investment Management Company who are entitled to receive any such commission and the amount or rate of that commission.
- xi) Any amount or benefit paid or given or intended to be paid or given, to persons having control or controlling interest in or director of the Collective Investment Management Company out of the proceeds of an issue of units, and the consideration for the payment or giving of the amount or benefit.
- xii) The policy regarding the valuation of any investment made or property held in relation to the scheme.
- xiii) The policy regarding distribution of income to the unit holders derived from the scheme.

14. Outstanding Litigations, Defaults, Dues, etc.

- i) All pending litigations in which the Collective Investment Management Company is involved, defaults to the financial institutions / banks and non-payment of statutory dues by the Collective Investment Management Company shall be listed in the offer document together with the amounts involved and the present status of such litigations / defaults.
- ii) The above information is required to be furnished in addition to the litigations against the Collective Investment Management Company or against any other entity whose outcome could have a materially adverse effect on the position of the scheme.
- iii) The pending proceedings initiated for economic offences against the directors of the Collective Investment Management Company, shall be disclosed separately indicating their present status. The Collective Investment Management Company shall furnish the details of the past cases in which penalties were imposed by the concerned authorities.
- iv) Outstanding litigations, defaults, etc., pertaining to matters likely to affect operations and finances of the scheme including disputed tax liabilities etc shall be furnished in the offer document.
- v) The Collective Investment Management Company shall ensure to appropriately incorporate in the offer document and as risk factor(s) information regarding pending litigations, defaults, non payment of statutory dues and proceedings initiated for economic offenses / Civil offences against the schemes.
- vi) If any of the above mentioned litigations, etc., arise after the filing of the offer document, the facts shall be incorporated appropriately in the offer document (and as risk factors). In case there are no such cases a distinct negative statement is required to be made in this regard in the offer document.
- vii) An enquiry/ adjudication proceedings under the SEBI Act and the regulations made thereunder, that are in progress against the scheme or any company associated in any capacity with the Collective Investment Management Company, trustee or any of the Directors or key personnel of the Collective Investment Management Company shall be disclosed.

Disclosure on investor grievances and redressal system

15. The offer documents should disclose the arrangements or any mechanism evolved by the Collective Investment Management Company for redressal of investor grievances. By way of additional information, the company should disclose the time normally taken by it for disposal of various types of investor grievances. Also describe briefly the investor's complaints history for the last three fiscal years of existing scheme and the redressal mechanism, thereof. The offer document should include data updated 30 days prior to the launch of the scheme on the number of complaints received, redressed and pending with the collective investment scheme.

Disclosures about stock invests

16. The disclosures regarding manner of obtaining Stockinvests, and disposal of applications accompanied by Stockinvest, Mode of drawing stockinvests, utilisation of stockinvests by third party, time period for utilisation of stockinvests by the purchasers should be incorporated at the appropriate places in the offer document in line with the prevailing instructions of RBI in this regard. Further, name of the bank through which the stockinvests shall be realised, shall be given in the offer document. Also the following paragraph shall appear at the appropriate places.

"Registrars to the Issue have been authorised by the trustee to sign on behalf of the trustee to realise the proceeds of the Stockinvest from the issuing bank or to affix non-allotment advice on the instrument or cancel the stockinvest of the non-allottees or partially successful allottees who have enclosed more than one stockinvest. Such cancelled Stockinvest shall be sent back by the Registrars directly to the Investors." Stockinvests should be marked account payee and inscribed with the words -Collective Investment Scheme - A/c Scheme.

Despatch of Refund Orders

17. The following clause should be incorporated in the offer document:

"The trustee shall ensure despatch of refund orders of value over Rs.1500/- and unit certificates by Registered Post only and adequate funds for the purpose will be made available to the Registrars".

Interest in case of delay in despatch of allotment letters/ refund orders

18. The caption should appear under terms of the present issue and should contain the following:

"The trustee agrees that as far as possible allotment of units offered to the public shall be made within 30 days of the closure of the issue. The trustee further agrees that it shall pay interest @ 15% per annum if the allotment letters / refund orders have not been despatched to the applicants within 30 days from the date of the closure of the issue.

Appointment of Compliance Officer

19. The name of compliance officer appointed should be mentioned in the offer document with details such as telephone number, fax number and address on which he / she would be available. The investor's attention should also be invited to contact the compliance officer in case of any pre-issue / post - issue related problems.

Promise vis-à-vis performance

20. A separate para entitled "Promise Vs Performance - ALL earlier Schemes" shall be given indicating whether all the objects mentioned in the respective offer documents relating to the earlier schemes launched by the Collective Investment Management Company were met and whether all projections made in the said offer documents were achieved. If not, non-achievement of objects/projections shall be brought out distinctly (shortfall / delay to be quantified).

Utilisation of stockinvest by third parties

21. SI should be utilised by the purchaser(s) and the purchaser's name/ name of one of the purchasers should be invariably indicated as the first applicant in the share application form. Thus, if the signature of the purchaser on the stockinvest and the signature of the first applicant on the application form does not tally, the application should be treated as having been accompanied by a third party stockinvest.

Utilisation of stockinvest within 10 days

22. Stockinvests are to be used by the purchaser(s) within 10 days of issue and for the purpose the last day for use of the SI for submitting application to the bank is indicated on the face of the SI with a notation "To be used before".

23. Due Diligence Certificate

i) The Collective Investment Management Company, while filing the draft offer document with the Board, shall furnish a due diligence certificate.

ii) The Collective Investment Management Company shall also:-

a) certify that all amendments suggested / observations made by Board have been given effect to in the offer document;

b) furnish a fresh certificate immediately before the opening of the issue that no corrective action on its part is needed.

c) furnish a fresh certificate after the issue has opened but before it closes for subscription.

24. The Collective Investment Management Company shall submit with the offer document the following certificates:

i) all refund orders of the previous issues were despatched within the prescribed time and in the prescribed manner;

ii) all unit certificates were despatched to the allottees within the prescribed time and in the prescribed manner; and

25. Appointment of other intermediaries

i) Collective Investment Management Company should ensure that the intermediaries being appointed are registered with the Board, wherever required. The Collective Investment Management Company shall independently assess the capability and the capacity of the various intermediaries to handle the issue.

ii) Collective Investment Management Company should ensure that Bankers to the Issue are appointed in all the mandatory collection centres.

iii) Collective Investment Management Company shall ensure that Registrars to Issue registered with the Board are appointed.

iv) Registrar to an issue who is associated with the Collective Investment Management Company as a promoter or a director shall not be allowed to act as Registrar for that issue.

Offer document to be made public

26. The draft offer document filed with the Board shall be made public for a period of 21 days from the date of filing the offer document with the Board. The Collective Investment Management Company shall make copies of offer document available to the public.

Collective Investment Management Company can charge an appropriate sum to the person requesting for the copy.

Despatch of Issue Material

27. The Collective Investment Management Company shall ensure that offer document and other issue materials are dispatched to the bankers to the issue, investors association etc in advance.

No Complaints Certificate

28. After a period of 21 days from the draft offer document was made public, the Collective Investment Management Company shall file a statement with SEBI:

- i) giving a list of complaints received by it,
- ii) a statement by it whether it is proposed to amend the draft offer document or not, and;
- iii) highlight those amendments.

Mandatory Collection Centres

29. There should be at least 30 mandatory collection centres which should invariably include the places where stock exchanges have been established.

30. Authorised Collection agents

i) The Collective Investment Management Company's are also permitted to appoint authorised collection agents subject to necessary disclosures including the names and addresses of such agents being mentioned in the offer document. While the modalities of selection and appointment of collection agents are left to the discretion of the Collective Investment Management Company's, it should be ensured that the agents so selected are properly equipped for the purpose, both in terms of infrastructure and manpower requirements.

ii) The collection agents should be permitted to collect such applications as are accompanied by payment of application moneys paid by cheques, drafts and stockinvests.

Under no circumstances they should be permitted to collect application moneys in cash.

iii) The applications so collected shall be deposited in the special unit application account with designated scheduled bank either on the same date or latest by the next working day. The application forms along with duly reconciled schedules should be forwarded to the Registrars to the Issue after realisation of cheques and after weeding out the applications in respect of cheques return cases, within a period of 2 weeks from the date of closure of the issue.

iv) The applications accompanied by stockinvests should be sent directly to the Registrars to the Issue along with the schedules within one week from the date of closure of the issue. Further, the offer documents and application forms should specifically indicate that the acknowledgement of receipt of application moneys given by the collection agents shall be valid and binding on the Collective Investment Management Company and other persons connected with the issue.

v) The investors from the places other than from the places where the mandatory collection centres and authorised collection agents are located, can forward their applications along with stockinvests to the Registrars to the Issue directly by Registered Post with Acknowledgment Due and such applications shall be dealt with by the Registrars to the Issue in the normal course.

31. a) Post issue Monitoring reports

Collective Investment Management Company shall ensure the submission of the post issue monitoring reports irrespective of the level of subscription. These reports are required to be submitted within 3 working days from the due dates.

b) 3-day post issue monitoring report

The due date for this report shall be the 3rd day from the date of closure of subscription of the issue.

c) 98-day post issue monitoring report

The due date for this report shall be the 98th day from the date of closure of subscription of the issue.

Bankers to an issue

32. The trustee shall ensure that moneys received pursuant to the issue shall be utilised only after the minimum subscription as mentioned in the offer document has been received and a statement to that

effect has been given by the Registrars to the Issue.

33. Post-issue advertisements

33.1. Collective Investment Management Company shall ensure that in all issues, advertisement giving details relating to oversubscription, basis of allotment, number, value and percentage of applications received along with stockinvest, number, value and percentage of successful allottees who have applied through stockinvest, date of completion of despatch of refund orders, date of despatch of certificates is released within 10 days from the date of completion of the various activities in at least two national dailies.

33.2. Collective Investment Management Company shall ensure that advisors / brokers or any other agencies connected with the issue do not publish any advertisement stating that issue has been oversubscribed or indicating investors' response to the issue, during the period when the public issue is still open for subscription by the public.

33.3. Advertisement stating that the subscription list has been closed may be issued after the actual closure of the issue.

34. Other responsibilities

34.1. In case of delay in refund of subscription moneys/ excess subscription, the Collective Investment Management Company shall ensure that the interest for the delayed period as mentioned in the offer document, is paid to the applicants.

34.2. The Collective Investment Management Company shall ensure that the despatch of refund orders/allotment letters /share certificates is done by way of registered post/certificate of posting as may be applicable.

35. Certificate Regarding Realisation of Stockinvests

i) The Collective Investment Management Company shall submit within two weeks from the date of allotment, a Certificate to the trustee certifying that the stockinvests on the basis of which allotment was finalised, have been realised.

iii) Subscription list for the scheme shall be kept open for not more than 90 working days and this fact should be disclosed in the offer document

36. Retention of Over subscription

The quantum of issue shall not exceed the amount specified in the offer document. However, an oversubscription to the extent of 10% of the amount mentioned is permissible for the purpose of rounding off to the nearer multiple of 100 while finalising the allotment

37. Updation of Offer Document

i) The Collective Investment Management Company should ensure that the particulars (audited statement) contained therein should not be more than 6 months old from issue opening date.

iii) Restrictions, if any, on transfer and transmission of units.

iii) Tax treatment of Investments in schemes.

A detailed write-up on the various tax benefits that are available and the taxes that are charged to the unit holders in the schemes.

Basis of Allotment

38. In each and every issue of units to the public that has been oversubscribed, the Collective Investment Management Company and the Registrar to an Issue, shall ensure that allotments are made in the following manner:

a) Proportionate allotment procedure:

The allotment shall be subject to allotment in marketable lots, on a proportionate basis as explained below:

(i) Applicants will be categorised according to the number of units applied for.

(ii) The total number of units to be allotted to each category as a whole shall be arrived at on a proportionate basis i.e. the total number of units applied for in that category (number of applicants in the category x number of units applied for) multiplied by the inverse of the oversubscription ratio as illustrated below:

Total number of applicants in category of 100s - 1, 500

Total number of units applied for - 1, 50, 000

Number of times oversubscribed - 3

Proportionate allotment to category - $1, 50, 000 \times \frac{1}{3} = 50,000$

Number of the units to be allotted to the successful allottees will be arrived at on a proportionate basis i.e. total number of units applied for by each applicant in that category multiplied by the inverse of the oversubscription ratio.

Number of units applied for by - 100 each applicant

Number of times oversubscribed - 3

Proportionate allotment to each successful applicant - $100 \times \frac{1}{3} = 33$ (to be rounded off to 100)

iii) All the applications where the proportionate allotment works out to less than 100 units per applicant, the allotment shall be made as follows:

*Each successful applicant shall be allotted a minimum of 100 units; and

iv) *The successful applicants out of the total applicants for that category shall be determined by draw of lots in such a manner that the total number of units allotted in that category is equal to the number of units worked out as per (ii) above.

v) If the proportionate allotment to an applicant works out to a number that is more than 100 but is not a multiple of 100 (which is the marketable lot), the number in excess of the multiple of 100 would be rounded off to the higher multiple of 100 if that number is 50 or higher. If that number is lower than 50, it would be rounded off to the lower multiple of 100. (As an illustration, if the proportionate allotment works out to 250, the applicant would be allotted 300 units. If however the proportionate allotment works out to 240, the applicant would be allotted 200 units). All applicants in such categories would be allotted units arrived at after such rounding off.

vi) If the units allocated on a proportionate basis to any category is more than the units allotted to the applicants in that category, the balance available units for allotment shall be first adjusted against the category comprising applicants applying m number of units and thereafter the remaining, if any surplus still remains, should be adjusted to next higher category and so on till the surplus is fully used.

vii) As the process of rounding off to the nearer multiple of 100 may result in the actual allocation being higher than the units offered, it would be necessary to allow a 10% margin i.e., the final allotment may be higher upto 110% of the size of the offering.

39. The Date of the Offer Document

The date of the offer document shall be reckoned to be the date when the offer document was filed with the Board.

40. Trust Deed

(a) The offer date shall mention the date of, and parties to, the trust deed relating to the collective

investment scheme.

(b) The summary of the provisions of the trust deed and the regulation regarding the retirement, removal and replacement of trustee and Collective Investment Management Company.

Schemes and investments

41. All offer documents shall contain

(a) All offer documents shall contain the name and description and the date of commencement of operation of every other scheme involving the issue of units to the public conducted by the Collective Investment Management Company within the 5 years immediately preceding the date of the offer document.

(b) A report by the Collective Investment Management Company summarising the current investment relating to the scheme made up to a date not more than 28 days before the date of the offer document.

(c) A report by the auditor of the scheme, in respect of every issue of units relating to any other scheme, launched by the Collective Investment Management Company, within the five financial years immediately preceding the date of the offer document, setting out - such information as sufficiently discloses the number of distribution (if any) of income to holders to units relating to a collective investment scheme in each of the 5 financial years immediately preceding the date of the offer document during which those units had been in existence, the amount and each distribution and the nature and value of each of the components of the distribution.

(d) A report by the auditors of the scheme, setting out the profits or losses of the Collective Investment Management Company in respect of each of the 5 financial years immediately preceding the date of the offer document during which the Collective Investment Management Company was carrying on business, and the rates of dividends (if any) paid by the company in respect of each of those years, and the assets and liabilities of the Collective Investment Management Company as at the last date to which its accounts were made up being a date no more than 12 months before the date of issue of the offer document.

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SEVENTH SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 27(1)]
ADVERTISEMENT CODE

1) A scheme advertisement shall:

a) be truthful, fair and clear and shall not contain any statement which is untrue or misleading.

b) be set forth in a clear, concise and understandable language. Extensive use of technical, legal terminology or complex language and the inclusion of excessive details which may detract the investor, shall be avoided.

c) not contain statements which promise or guarantee an appreciation of rapid profits.

d) not contain any information or language that is not contained in the offer document.

e) not include any slogans or brand names except the normal commercial name of the schemes.

f) not have slogans, expletives or non-factual and unsubstantiated titles.

g) contain risk factors giving equal importance in all respects including the print size. The print size of highlights and risk factors in issue advertisements shall not be less than point 9 size. It shall mention the names of schemes, Collective Investment Management Company, trustee, address of their registered office and Registrars to the Issue.

h) contain "Risk Factors" in respect of the concerned issue.

Provided that an offer opening / closing advertisement which does not contain the highlights need not contain risk factors.

2) A scheme advertisement shall be considered to be misleading, if it contains-

i) statements made about the performance or activities of the schemes in the absence of necessary explanatory or qualifying statements, which may give an exaggerated picture of the performance or activities, than what it really is.

ii) an inaccurate portrayal of past performance or its portrayal in a manner which implies that past gains or income will be repeated in the future.

3) Any advertisement reproducing or purporting to reproduce any information contained in a offer document shall reproduce such information in full and disclose all relevant facts and not be restricted to select extracts relating to that item.

4) No models, celebrities, fictional characters, landmarks or caricatures or the likes shall be displayed on or form part of the offer documents or advertisements of the scheme.

5) No corporate advertisement of the Collective Investment Management Company shall be issued after 21 days of the filing of the offer document with the Board till the closure of the scheme unless the risk factors as are required to be mentioned in the offer document, are mentioned in such advertisement.

6) No advertisement shall be issued stating that the scheme has been fully subscribed or oversubscribed during the period the scheme is open for subscription, except to the effect that the issue is open or closed. No announcement regarding closure of the issue shall be made except on the last closing date. If the scheme is fully subscribed before the last closing date as stated in the offer document, the announcement shall be made only after the scheme is fully subscribed and such announcement is made on the date on which the issued is to be closed.

7) Announcement regarding closure of scheme shall be made only after the trustee is satisfied that at least minimum number of units have been subscribed and a certificate has been obtained to that effect from the Registrar to the Issue.

8) No incentives shall be offered through any advertisements to anyone associated with marketing the issue.

9) In case there is a reservation for the Non-resident Indians, the scheme advertisement shall specify the same and indicate the place in India from where the individual NRI applicant can procure application forms.

10) The advertisement shall not compare one scheme with another, implicitly or explicitly, unless the comparison is fair and all information relevant to the comparison is included in the advertisement.

11) If any existing collective investment scheme indicates the past performance of the scheme in advertisements, the basis for computing the rates of return/yield and adjustments made (if any) must be expressly indicated with a statement that, such information is not necessarily indicative of future results and may not necessarily provide a basis for comparison with other investments.

12) Advertisements on the performance of a scheme or its Collective Investment Management Company shall compare the past performances only on the basis of per unit of statistics as per these regulations. Advertisements for NAVs, if any, must indicate the past as well as the latest NAV of a scheme. The yield calculations shall be made as provided in these regulations.

13) The trustee shall:

i) ensure strict compliance by the Collective Investment Management Company set with the code of advertisement set out above.

iii) obtain an undertaking from the Collective Investment Management Company to the effect that the Collective Investment Management Company shall not directly or indirectly release, during any

conference or at any other time, any material or information which is not contained in the offer documents.

iii) ensure that the Collective Investment Management Company obtains approval in respect of all scheme advertisements and publicity materials from them.

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EIGHTH SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999
[REGULATION 51]
PROCEDURE FOR CONDUCT OF MEETINGS

MEETINGS:

Procedure relating to conduct of meeting are as follows:

The trustee or unit holders holding one-tenth in nominal value of the unit capital of the scheme may call a meeting of the unit holders in the manner as set out below.

i) Within 21 days of the receipt of the notice from the unit holders, the trustee shall call a meeting of the unit holders by causing to send a notice by post of the proposed meeting at least 7 days before the proposed meeting to each of the unit holders or, in the case of joint holders, to the joint holder whose name appears first in the records.

ii) The trustee shall preside as chairman at every meeting.

iii) Any unit holder may appoint another person as his proxy to attend and vote instead of himself.

iv) Proxy so appointed shall not have any right to speak at the meeting.

v) Each unit holder shall have one vote for every 1.00 unit of capital contributed by him (or his predecessor in title). Except where expressly provided to the contrary in the deed or the regulations, all decisions relating to the scheme shall be by ordinary resolution. Equality of voting shall result in the resolution being deemed lost. The Chairman shall have a casting vote. An extraordinary resolution shall be carried if three-quarters of the votes are in favour of the resolution.

vi) No business shall be transacted at a meeting without a quorum. Quorum shall be met if unit holders (including proxies) holding at least one-tenths in nominal value of the unit capital of the scheme are present at the meeting.

vii) The Collective Investment Management Company shall keep a minute book in which the Minutes and Resolutions of each meeting shall be recorded.

viii) At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the Chairman or by any unit holder present in person .

ix) Entry of a resolution in the Minute Book shall be conclusive evidence of the number of votes recorded in favour of or against the resolution.

x) A resolution of the unit holders shall be invalid if it constitutes a fraud on those unit holders who oppose the resolution.

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NINTH SCHEDULE
SECURITIES AND EXCHANGE BOARD OF INDIA
(COLLECTIVE INVESTMENT SCHEME) REGULATIONS, 1999

**PART I
CEILING ON EXPENSES**

The expenses incurred shall be subject to a ceiling as specified below:

(1) Initial Issue Expenses

(a) These may include:

- cost of offer documents and related costs;
- marketing and selling expenses including agents' commission, if any;
- fees to Lead managers, if any, Registrars and collecting banks
- initial rating and appraisal fees.

(b) These expenses shall be borne by the scheme.

(c) These expenses shall not exceed

i. 7.00 per cent of the funds raised under the scheme for a scheme of duration upto 8 years and

ii. 9.00 per cent of the funds raised under the scheme for a scheme having a duration of more than 8 years.

(d) These expenses shall be amortized equally over a period not exceeding seven years or the period of the scheme, whichever is less.

(2) Management and Advisory Fees to CIMC

(a) Such fees may consist of:

- Basic Fee
- Incentive Fee

(b) The 'basic fee' shall not exceed:

i. 1.00 per cent each year of the funds raised under the scheme for the first five years of operation of the scheme;

ii. 1.25 per cent each year of the funds raised under the scheme for the next five years of operation of the scheme;

iii. 1.50 per cent each year of the funds raised under the scheme for the subsequent period thereof till the termination of the scheme.

Incentive fees

The incentive fees shall not exceed 25 per cent of the excess return realised over and above the indicative return as shown in the offer document (excluding the unit capital) at the time of the termination of the scheme. In case the return at the termination of the scheme is less than or equal to the indicative return as shown in the offer document, then no incentive fees shall be paid.

(3) Other Expenses

Only the following expenses should be borne by the scheme namely:

- registrar services for transfer of units sold or redeemed;
- fees and expenses of trustees;
- audit fees;
- subsequent rating and appraisal fees;
- listing fees;
- Other direct costs (if any) which are incidental to the operation of the scheme, as may be approved by trustee;

(4) All other expenses shall be borne by the CIMC.

PART II
ACCOUNTING NORMS
Plantation - Scheme

1. Accounting norms for plantation scheme

2. Unit Capital

2.1 All amounts received from an investor, by whatever name called, during the period the scheme is open for subscription shall be treated as towards the sale of units of the scheme and shall be accounted as Unit Capital.

2.2 Unit capital will be disclosed in the Balance Sheet of the Scheme under the head "Sources of Funds" (in the same manner as Share Capital in the case of a limited company). No portion of Unit capital shall be apportioned to revenue or to any other account under any circumstances.

3. Costs Relating To Land

3.1 Land Acquired with Ownership Rights should be accounted as a Fixed Asset in accordance with Accounting Standard 10 ('AS-10') on "Accounting for Fixed Assets" issued by ICAI.

In respect of Land with ownership rights, the cost of the land should be amortised over the scheme period by way of a suitable charge to 'Crop Development Expenses'.

3.2 Land acquired under lease may either be against:

- Payment of (non-refundable) premium; or
- Payment of monthly or periodic lease rentals

Land acquired against payment of non-refundable premium should be accounted as a Fixed Asset and separately disclosed in the Fixed Assets schedule. Such premium paid for lease-hold land should be capitalised as cost of land and amortized over the lease period or the period of the scheme, whichever is less.

In respect of land acquired against the payment of periodic lease rentals, such amounts shall be charged to the profit and loss account. The following disclosures are required in the financial statements:

- Period of Lease
- Owner of land
- Relationship of owner with trustees and directors of CIMC
- If lease period is shorter than tenure of the Scheme, the period of lease and conditions for future renewals of lease.

3.3 Land development Expenses

These include expenses on:

- New access roads and Fencing
- Major changes in land contours
- Levelling, uprooting and terracing
- Regular upkeep and maintenance of land

Expenses of a Capital nature should be added to the cost of land

In case of leasehold land, these expenses should be written off over the period of the lease or the period of scheme, whichever is less.

Expenses of a revenue nature should be charged to the Profit and Loss Account in the year in which they are incurred.

3.4 Infrastructure and other facilities shall include:

- Roads and Fencing
- Security and Research and Development Buildings
- Drip Irrigation systems, water systems
- Agriculture Equipments and Production facilities

These should be accounted as Fixed Assets in accordance with AS-10 on "Accounting for Fixed Assets" issued by ICAI

3.5 IAS 36 requires that impairment losses in respect of assets should be recognised.

Impairment arises whenever an asset's carrying amount exceeds its recoverable amount. All impairment losses should be provided for.

3.6 In case such assets are taken on lease, then the amounts spent should be accounted on the same basis as mentioned in Paragraph 3.2 and the disclosure requirements mentioned therein will also apply.

4. Fixed Assets (other than land and related infrastructure facilities)

4.1 Such Fixed Assets should be accounted in accordance with AS10 on "Accounting for Fixed Assets" issued by ICAI – Basically that the cost of a fixed asset comprises its purchase price and any attributable cost of bringing the asset to its working condition for its intended use.

4.2 These assets should be depreciated as per Schedule XIV to the Companies Act, 1956.

4.3 Capital Subsidies received should be accounted as per Accounting Standard ('AS') – 12 on "Accounting for Government Grants" issued by ICAI – Basically that the recognition of a grant should depend on assurance of the compliance of conditions and certainty of receipts and grants relating to specific fixed assets should be deducted from the gross value of assets in arriving at their book value.

4.4 As required by IAS 36, impairment losses in respect of assets should be recognised. Impairment arises whenever an asset's carrying amount exceeds its recoverable amount.

4.5 In case such assets are taken on lease, then the amounts spent should be accounted on the same basis as mentioned in Paragraph 3.2 and the disclosure requirements mentioned therein will also apply.

5. Crop Development Expenses

5.1 There are generally expenses incurred for development and upkeep of Crop. This includes expenses on:

- Soil Manuring
- Sapling and crop Plantation
- Regular maintenance and upkeep of crop
- Lease rentals paid for land and for any other assets directly attributable to crop development
Amount proportionately amortised over the scheme period relating to cost of land
- Depreciation and maintenance of fixed assets directly attributable to crop development
- Other expenses directly attributable to crop development

These expenses should be accounted as "Crop Development Expenses". They should be disclosed as a separate item appearing between "Fixed Assets" and "Current Assets" in the Balance sheet.

5.2 The total of Crop development expenses at the end of the year should be compared with Net Realisable Value ('NRV'). NRV would generally mean the amount that would be realised in the normal course, in case the standing crops are disposed off on that day. NRV can be determined on the basis of estimated selling price in the ordinary course of business less estimated cost to be incurred in future for bringing the crop to maturity, and the cost necessarily to be incurred to make the sale. In case the NRV is lower than the total of the crop development expenses at the year end, then a suitable provision for the difference between these two figures should be made and disclosed as follows:

Crop Development Expenses (At Cost) X
Less: Provision for diminution in value Y

5.3 The crop development expenses and the provision for diminution will be carried forward to the next year at gross values. A similar exercise would be done at the end of each year. In case the NRV at the end of the second or subsequent year is greater than/or equal to cost in the respective year, then it will be possible to recoup the provision account by transferring it to the credit of Profit and Loss Account only to the extent such a provision was made in the past. The basic principle of valuation at lower of Cost or NRV, would still hold good every year. In case the crop is at such a stage that it is not possible to determine NRV, these expenses should be valued At Cost and a suitable disclosure to that effect should be made in the financial statements. These expenses will be set off against income arising from the sale of crops, either in stages or at the terminal point.

5.4 Considering the peculiar nature of this expenditure and the long production cycle, "Crop Development Expenses" should be separately disclosed between "Fixed Assets and Current Assets" as discussed in Paragraph 5.1 above.

6. Investments

6.1 All investment should be carried at lower of cost and fair value determined either on an individual investment basis or by category of investment, but not on an overall (or global) basis.

6.2 In respect of quoted investments, market value generally provides the best evidence of fair value.

6.3 Unquoted investments in debt instruments should be valued on a yield to maturity basis, the capitalisation factor being determined for comparable traded investments and with an appropriate discount for lower liquidity

7. Inventory Valuation

Inventories other than Crop Development Expenses should be valued as per the basic principles laid down by AS 2 on Inventory Valuation – Inventory should be valued at the lower of cost and net realisable value and the Accounting Policy for valuation should be disclosed in the financial statements.

8. Revenue Recognition

8.1 Revenue should be recognized as per Accounting Standard ('AS') – 9 on "Revenue Recognition" issued by Institute of Chartered Accountants of India, to the extent it is applicable – Revenue should be recognised only if there is a reasonable certainty of collectibility or measurability.

8.2 Income would generally arise from the following sources:

- Sale of Crops - the sale proceeds of crops arising at periodical intervals should be accounted during the year in which the sale has been effected. The cost allocable to such sale proceeds should be set off against the crop development expenses account and the surplus, if any, should be transferred to Profit and Loss account.
- Sale of Residuals and Scraps - the sales proceeds shall be accounted as income in the year of sale and credited to Profit and Loss account.
- Income from Investments - income arising out of investments of surplus bank balances, etc. shall be accounted on a time proportion basis taking into account the amount outstanding and the rate applicable.
- Dividend from Investments - dividends, if any, will be recognized when the right to receive payment is established.
- Sale of Standing Crops at terminal point - sale proceeds/transfer value of the standing crops at the terminal point shall be accounted as and when they are disposed off/transferred. The profit arising on such transactions over the book value shall be accounted at the point of sale/disposal; this should be set off against the crop development expenses.

9. Expenses

9.1 Expenses other than Crop Development Expenses can be broadly classified as under:

Initial Marketing and Launch Expenses

Normal Business Expenses

9.2 Initial issue expenses

Initial issue expenses may be treated as deferred revenue expenses to be written off over eight years or duration of the scheme whichever is earlier.

9.3 Normal Business Expenses would include:

- Registrar services for transferor of units sold or redeemed CIMC and trustee Fees
- Depreciation Audit Fees
- Subsequent Rating and Appraisal Fees
- Listing Fees
- Other costs, (if any), which are incidental for the operation of the scheme, as may be approved by trustees.

These expenses shall be treated as an expense of the year in which they are incurred and written off to the Profit and Loss Account.

10. Returns to Investors

10.1 Interim Returns to investors in respect of CIS can be paid only out of the distributable surplus of the CIS. Interim Returns can be paid only in cash and not in kind.

10.2 "Distributable surplus" means the profits of the CIS after:

- Providing for all expenses on accrual basis including depreciation as discussed in paragraph 4.2 above
- Providing for diminution in value of crop development expenses as discussed in paragraph 5.2 above Fully setting off the debit balance in Profit and Loss account, if any
- Transferring 50% of the remaining balance to a separate reserve called "Special Reserve"

10.3 The amount of interim returns distributed to investors should not exceed the distributable surplus.

10.4 The balance in the Special Reserve cannot be utilised for any purpose except for distribution to unitholders at the termination of the scheme.

10.5 At the end of the tenure of the Scheme, the surplus of the scheme, if any, shall be calculated on the basis of realisable value of all the assets, including land, of the Scheme. The surplus of the scheme distributed in cash shall be in proportion to unit capital.

Accounting norms Livestock Scheme

1. Costs relating to owned land

1.1 Land acquired with ownership rights should be accounted as a Fixed asset in accordance with Accounting Standard 10 (AS-10) on "Accounting for Fixed Assets" issued by ICAI.

1.2 Cost of such land should not be amortised over the scheme period (refer paragraph 2.3 above).

2. Livestock development expenses

2.1 There are generally expenses incurred on rearing and development of livestock including maintenance and upkeep. This includes expenses on:

- Cost of base stock
- Food costs
- Medicines and other maintenance
- Cost of artificial insemination
- Lease rentals paid for land and for any other assets directly attributable to livestock development.
- Depreciation and maintenance of fixed assets directly attributable to livestock development
- Any other expenses directly attributable to livestock development. These expenses should be accounted as "Livestock Development Expenses". They should be disclosed as a separate item

appearing between "Fixed Assets" and "Current Assets" in the balance sheet. (Reference is invited to Paragraph 5.1)

2.2 Valuation of livestock development expenses and provision for diminution in value would be in the same manner as in respect of crop development expenses which is discussed in Paragraphs 5.2 and 5.3.

3. Livestock Trading

3.1 Separate quantitative information should be maintained in respect of livestock that is procured for resale without being used in rearing/development activity. An annual trading account should be prepared in respect of Livestock traded during the year (which shall be exclusive of Livestock under rearing/development).

3.2 A suitable annual charge should be made in respect of cost of maintenance etc of the Livestock which remained for trading purpose only. The cost of maintenance etc to be charged to the Livestock trading account shall be calculated on the basis of quantitative proportion of Livestock held under rearing/development and for trading.

4. Valuation of by-products

4.1 Inventory of by-products at the year end (i.e. manure in case of Goat, eggs in case of Poultry etc.) should be carried at "lower of cost or market value".

4.2 Cost of by product shall be calculated on the basis of specific cost incurred on the by-product after the point of separation to make it marketable.

PART III FORMAT OF FINANCIAL STATEMENTS

Basic Framework relating to Financial Statements

1. Scheme wise financial statements

1.1 Broadly, financial statements would consist of

- Balance sheet
- Revenue account

1.2 These should be prepared scheme wise

2. Contents of scheme wise Balance sheet

2.1 Asset side of the balance sheet

The assets of the balance sheet shall be grouped into the following categories

- Fixed assets
- Investments
- Crop development expenses
- Current assets
- Deferred revenue expenditure

I. Fixed assets

Cost, accumulated depreciation and net block should be disclosed for each of the following:

- Land
- Leasehold land
- Land development expenses
- Infrastructure and other facilities
- Buildings

- Plant and machinery
- Furniture and fixtures
- Research and development assets
- Others

II. Investments

The following types of investment shall be separately disclosed:

- Central or State Government securities
- Deposits with scheduled banks
- Debentures, Bonds and Deposits with public sector companies and financial institutions
- Other Investments

III. Crop Development Expenses

The following information should be disclosed:

- Opening balance
- Expenses incurred during the year
- Deductions
- Closing balance

In addition, net realisable value at year end and the Break up of various expenses included in closing balance should be disclosed.

The closing balance in provisions for diminution in value in Crop Development Expense Account, if any, will be shown as a deduction from closing balance of Crop Development Expenses.

IV. Current assets

The following should be separately disclosed:

- Balances with banks in current account
- Cash on hand
- Sundry debtors, distinguishing between good and doubtful Inventories
- Outstanding and accrued income
- Advances recoverable in cash or kind Deposits
- Others

V. Deferred revenue expenditure

The following should be disclosed:

- Opening balance
- Additions during the year
- Amount amortised during the year
- Closing balance

VI. The debit balance in Profit and Loss Account, if any, shall be brought out,

2.2 Liability side of the balance sheet

Liabilities in the balance sheet shall be grouped into the following categories:

- Unit Capital
- Reserves and Surplus
- Current liabilities and provisions

I. Unit Capital

Unit capital (including number of units and face value per unit)

II. Reserves & Surplus

The following should be separately disclosed:

- General reserve
- Revaluation reserve
- Special reserve

- Any other reserve (disclosing its nature)
- Surplus in Profit and Loss account

III. Current liabilities and provisions

(a) Current Liabilities

The following should be separately disclosed

- Sundry creditors
- Statutory liabilities
- Bank account overdrawn as per books
- Unclaimed distributed income
- Others

(b) Provisions

The following should be separately disclosed:

- Provision for gratuity
- Proposed income distribution on unit-capital
- Provision for taxation
- Other provisions

IV. Contingent liabilities

Disclosure should be made of all contingent liabilities, showing separately the nature and amount of each such liability.

3. Contents of scheme wise Revenue account

3.1 Income

The following should be separately disclosed:

- Surplus on Sale proceeds from crops
- Dividend
- Interest
- Profit on sale/fixe assets and investments
- Sale of residuals and scrap
- Other income (indicating nature)

3.2 Expenses and losses:

The following should be separately disclosed:

- Crop development expenses also disclosing each major item of expense under this head
- Provision for doubtful debtors and other assets
- Loss on sale of fixe assets and investments
- Management fees
- Trusteeship fees
- Registration and local charges
- Audit fees
- Repairs and maintenance
- Deferred revenue expenses written off
- Depreciation of fixe assets
- Registration fees
- Other operating expenses

3.3 Increase/decrease in amount of Crop Development Expenses

4. Accounting policies

Accounting policies in respect of the following should be separately disclosed at one place and form part of the financial statements:

(a) Fixed assets

1. Land
2. Others

(b) Depreciation

1. Land
2. Others

(c) Investments

(d) Crop Development Expenses (major items under this head should be disclosed)

(e) Inventories

(f) Revenue recognition

(g) Retirement benefits

(h) Foreign currency transactions

(i) Deferred revenue expenditure

5. Approval and authorisation

The financial statements shall be signed by the scheme wise fund managers and the Board of trustees and reported upon by the Auditors. They should be approved at a meeting of the Board of Directors of the Collective Investment Management Company and also at a meeting of the trustees or in case of a trustee company, by the Board of directors of the trustee Company.

6. Auditors report

6.1 All funds operating CIS shall be required to get their accounts audited in terms of a provision to that effect in their trust deeds. The Auditors' Report shall form a part of the Annual Report. It should accompany the Balance Sheet, Profit and Loss Account and Revenue Account. The auditor shall report to the Board of trustees and not to the unit-holders

6.2 The auditor shall state whether:-

(a) he has obtained all information and explanations which, to the best of his knowledge and belief, were necessary for the purpose of his audit.

(b) the Balance Sheet, Profit and Loss Account and the Revenue account are in agreement with the books of account of the scheme.

6.3 The auditor shall give his opinion as to whether:

a. The Balance Sheet gives a true and fair view of the schemewise state of affairs of the scheme as at the balance sheet date, and

b. The Profit and Loss Account gives a true and fair view of the surplus/deficit of the scheme for the year/period ended at the Balance Sheet date, and

c. The Revenue Account gives a true and fair view of the schemewise surplus/deficit of the scheme for the year/period ended at the balance sheet date.

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