



**KASB**  **ISLAMIC  
INCOME FUND**

**Trust  
Deed**

MANAGED BY

 **KASB FUNDS**

## CONTENTS

1.	NAME OF THE SCHEME	1
2.	PARTICIPATING PARTIES AND CONSTITUTION OF THE TRUST	1
3.	GOVERNING LAW	3
4.	FOR THE UNIT TRUST	3
5.	ROLE OF THE MANAGEMENT COMPANY	5
6.	CHANGE OF MANAGEMENT COMPANY	9
7.	SHARIAH GOVERNANCE	10
8.	ROLE OF THE TRUSTEE	13
9.	CHANGE OF TRUSTEE	16
10.	BANK ACCOUNTS	18
11.	INVESTMENT OF TRUST PROPERTY, INVESTMENT RESTRICTIONS AND FINANCING ARRANGEMENTS	19
12.	VALUATION OF PROPERTY AND PRICING	21
13.	DEALING, SUSPENSION AND DEFERRAL OF DEALING (OF UNITS)	24
14.	FEES AND CHARGES	26
15.	TRANSACTIONS WITH CONNECTED PERSONS	29
16.	DISTRIBUTION POLICY, DETERMINATION OF DISTRIBUTABLE INCOME AND DATE OF DISTRIBUTION	30
17.	ANNUAL ACCOUNTING PERIOD	32
18.	BASE CURRENCY	32
19.	MODIFICATION OF THE CONSTITUTIVE DOCUMENTS	32
20.	TERMINATION OF SCHEME	33
21.	TRUST PROPERTY	34
22.	TRANSACTIONS RELATING TO INVESTORS (UNIT HOLDER(S))	35
23.	TRANSACTION RELATING TO INVESTMENT ACTIVITY / PORTFOLIO MANAGEMENT	37
24.	OTHER MATTERS RELATING TO THE SCHEME	38
25.	VOTING RIGHTS ON TRUST PROPERTY	38
26.	UNITS	39
27.	ISSUANCE (OFFER) OF UNITS	39
28.	REDEMPTION OF UNITS	40
29.	ISSUE (OFFER) AND REDEMPTION OF UNITS OUTSIDE PAKISTAN	40
30.	REGISTRATION OF UNIT HOLDERS	41
31.	ISSUANCE OF CERTIFICATES	43
32.	REPLACEMENT OF CERTIFICATES	45
33.	TRANSFER OF UNITS	45
34.	PLEDGE / LIEN OF UNITS	46
35.	AUDIT	47
36.	ARBITRATION	48
37.	CONFIDENTIALITY	48
38.	MISCELLANEOUS	49
39.	DEFINITIONS	49

## TRUST DEED

This Trust Deed is made and entered into at Karachi on this 29th day of February 2008:

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**1. NAME OF THE SCHEME**

KASB Islamic Income Fund (KIF)

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**2. PARTICIPATING PARTIES AND CONSTITUTION OF THE TRUST**

- I. KASB Funds Limited (KFL), an unlisted public limited company incorporated under the Companies Ordinance 1984, having its registered office at 9th Floor, Trade Centre, I.I. Chundrigar Road, Karachi (hereinafter called the "Management Company", which expression, where the context so permits, shall include its successors in interest and assigns) of the one part;

AND

- II. Central Depository Company of Pakistan Limited (CDC), an unlisted public limited company incorporated under the Companies Ordinance, 1984, registered to act as a central depository company under the Central Depository Companies (Establishment and Regulation) Rules, 1996, having its registered office at CDC House, 99-B, Block-"B", SMCHS, Main Shakra-e-Faisal, Karachi (hereinafter called the "Trustee" which expression, where the context so permits, shall include its successors in interest and assigns) of the other part.

**WHEREAS;**

- A. The Management Company has been incorporated under Companies Ordinance 1984 and registered as an asset management company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 ("NBFC Rules") for the purpose of undertaking asset management and investment advisory services (certificate of incorporation attached hereto as Annexure "A").
- B. The Management Company has been authorised by the Securities and Exchange Commission of Pakistan ("SECP") vide its letter No.SEC/NBFC/KASB/JD-II/115/2008 -dated February 25,2008 appended hereto as Annexure "B" to constitute the trust under the name and title of "KASB Islamic Income Fund" as an open-ended unit trust scheme (hereinafter referred to as the "Unit Trust","Trust","KIIF" or "Scheme" or "Fund") and to register this Trust Deed, pending authorisation for the establishment and operation of the Scheme in accordance with the provisions of the NBFC Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2007 ("NBFC Regulations") and this Trust Deed;
- C. The Management Company has nominated and appointed CDC as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions contained in this Trust Deed and the tariff structure for trusteeship as per Annexure "D";
- D. The SECP has approved the appointment of Trustee, vide letter No SEC/NBFC-JD-I/737/2007 dated 05 October 05, 2007 appended hereto as Annexure "C".
- E. The Shariah Advisor has confirmed that the provisions of this Deed are in compliance with Shariah vide a letter dated November 02, 2007, appended hereto as Annexure "E".
- F. All conducts and acts of the Trust shall be Shariah Compliant and any guidelines, as may be specified by the SECP in relation to Shariah compliance shall be fully complied with.

**NOW THIS TRUST DEED WITNESSETH:  
DECLARATION OF TRUST**

It is hereby declared, that an Open-end Scheme in the form of a trust in the name and title of "KASB Islamic Income Fund", is hereby created as a Shariah Compliant Scheme with the primary investment objective to provide investors with attractive income and long-term capital growth, primarily by investing in a diversified portfolio of private and public fixed-income instruments, as permissible under the NBFC Regulations. The Management Company is hereby appointed to establish, manage, operate and administer the Trust and the Trustee is hereby nominated, constituted and appointed as the trustee of the Trust.

The Management Company and the Trustee hereby agree to such appointment and subject always to the provisions of this Trust Deed (Deed), the NBFC Rules

and the NBFC Regulations and further declare that:

- a. The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee upon Trust as a single common fund for the benefit of the Unit Holders ranking pari passu inter se, according to the number of Units held by each Unit Holder, except if different types of Units are issued with reduced levels of management fee, the Holders of such Units with reduced level of management fee may be entitled to additional Units as provided in this Trust Deed and/or be compensated in any other manner as provided in the Offering Document
- b. The Management Company shall establish, manage, operate and administer the Scheme in compliance with the Shariah, in terms of the provisions contained and conditions stipulated in this Deed, the NBFC Rules, the NBFC Regulations, the Offering Document and any conditions which may be imposed by the SECP from time to time; and
- c. The Trust Property shall be invested from time to time by the Trustee at the direction of the Management Company in terms of the provisions contained and the conditions stipulated in this Deed, NBFC Rules, and the NBFC Regulations, the Offering Document and recommendations of the Shariah Adviser and any conditions which may be imposed by the SECP from time to time.

**3. GOVERNING LAW**

**3.1** This Deed shall be subject to and be governed by the laws of Pakistan, including the Ordinance, the NBFC Rules, and the NBFC Regulations, and all other applicable laws and regulations amended or replaced from time to time, as well as the Shariah rules and guidelines as advised by the Shariah Advisor of the Fund, and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed of a Shariah Compliant scheme by the NBFC Rules, and the NBFC Regulations, are incorporated in this Trust Deed as part and parcel thereof and in the event of any conflict between this Deed and the provisions required to be contained in a trust deed by the NBFC Rules, and/or the NBFC Regulations, the latter shall supersede and prevail over the provisions contained in this Trust Deed, unless a waiver has been obtained from the SECP.

**3.2** Subject to the Arbitration clause 36 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s) irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

**4. FOR THE UNIT TRUST (effect of this Deed, status of Unit Holder(s) and Retirement/Change of Trustee, etc.)**

**4.1 Deed binding on each Unit Holder**  
The terms and conditions of this Trust Deed (as may be modified from

time to time by any supplemental deeds) shall be binding on each Unit Holder as if he had been a party to this Trust Deed and shall further be deemed who have authorised and required the Trustee and the Management Company to do so as required by them by the terms of this Trust Deed, the NBFC Rules, and the NBFC Regulations.

#### **4.2 Unit Holders not liable to make further payments**

No Unit Holder shall be liable to make any further payments to the Trustee or the Management Company after he has paid the purchase (offer) price of the Units in accordance with clause 12.1 hereafter and no further liability shall be imposed on any Unit Holder in respect of the Units held by him.

#### **4.3 Units to rank pari passu**

4.3.1 The Trust Property shall be held by the Trustee on trust for the Unit Holders. All Units and fractions thereof represent an undivided share in the Scheme and shall rank pari passu according to the number of Units held by each Unit Holder, including as to rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions, except if different types of Units are issued with reduced levels of management fee, the Holders of such Units with reduced level of management fee may be entitled to additional Units as provided in this Trust Deed and/or be compensated in any other manner as provided in the Offering Document

4.3.2 Core Units subscribed by the Core Investors shall however be offered and issued at par and shall not be redeemable (but are transferable) for a period of two years from the close of First Offer period. Such Units are transferable with this condition but otherwise shall rank pari passu with all other Units. This restriction and its termination date shall be entered into the Register (shall be noted on any Certificate issued in respect of such Units). Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Registrar of a written acceptance of this condition by the transferee.

#### **4.4 Trustee to report to the Unit Holders**

4.4.1 The Trustee shall report to the Unit Holders in accordance with the NBFC Regulations, and the Trust Deed including a report to be included in the annual and second quarter report to be sent to the Unit Holders as to whether in its opinion the Management Company has in all material respect managed the Scheme in accordance with the provisions of this Deed, the NBFC Rules, and the NBFC Regulations, and if the Management Company has not done so, the respect in which it has not done so and the steps, which the Trustee has taken in respect thereof.

4.4.2 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Management Company that may be considered necessary to facilitate the Trustee in issuing the certification required under the NBFC Rules, and the NBFC Regulations. The Trustee shall endeavour to provide the certification at

the earliest date reasonably possible.

#### **4.5 Investment objective and investment policy of the Scheme**

4.5.1 The Scheme is a purely Shariah based Unit Trust which shall make Investment only in designated authorised Shariah compliant Investments and shall thus offer Shariah Compliant returns to the investors in the Units of the Scheme. Hence, no investment of the Trust Property or any portion thereof shall be made in any Investment, which in the opinion of the Shariah Advisor, is opposed to Shariah.

4.5.2 The Fund seeks to provide investors with Halal and regular income along with long term capital preservation, by investing in Shariah compliant income products.

### **5. ROLE OF THE MANAGEMENT COMPANY**

#### **5.1 MANAGEMENT OF THE SCHEME**

The Management Company shall manage, operate and administer the Scheme in accordance with the NBFC Rules, the NBFC Regulations, this Trust Deed and the Offering Document and shall inter alia perform the following primary functions:

##### **5.1.1 Fund Manager and Investment Committee**

The Management Company shall designate or appoint a qualified fund manager and constitute an investment committee in accordance with the provisions of the NBFC Rules, and the NBFC Regulations to assist in investing and managing the assets of the Fund or to invest and manage part or whole of the assets of the Fund both locally and abroad and its own cost and discretion.

##### **5.1.2 Fund Management**

The Management Company has the responsibility to make all investment decisions through an investment committee constituted within the framework of the NBFC Rules, the NBFC Regulations and any amendment thereto and the Constitutive Documents.

##### **5.1.3 Investors Services**

The Management Company has the responsibility to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.

##### **5.1.4 Investor Records**

5.1.4.1 The Management Company has the responsibility to maintain investors' records and for this purpose it may appoint a Registrar, who is responsible for performing Registrar Functions.

5.1.4.2 The Management Company shall not remove the records or documents pertaining to the Scheme from Pakistan to a place outside Pakistan without the prior written permission of the SECP and the Trustee.

- 5.1.5 **Distribution**  
The Management Company, shall from time to time under the intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Functions at one or more location(s) on terms and condition to be incorporated in the distribution agreement(s) to be entered into between the Distributor(s) and the Management Company. Provided that the Management Company may also itself act as Distributor for carrying on Distribution Functions.
- 5.1.6 **Investment Facilitation**  
The Management Company may, at its own responsibility, from time to time appoint Investment Facilitator(s) to assist it in promoting sales of Units.
- 5.1.7 **Record Keeping**  
The Management Company has the primary responsibility for all record keeping, regular determination of announcement of prices and for producing financial reports from time to time. The Management Company shall provide the Trustee unhindered access to all records relating to the Scheme.
- 5.2 OTHER FUNCTIONS AND RESPONSIBILITIES OF THE MANAGEMENT COMPANY**
- 5.2.1 The Management Company shall operate and administer the Scheme and manage the Trust Property in the best interest of the Unit Holders, in good faith and to the best of its ability, without gaining any undue advantage for itself or any of the Connected Persons, subject to the restrictions and limitations as provided in this Deed, the NBFC Rules and the NBFC Regulations and subject to any special exemptions or relaxations that may be granted by the SECP. The Management Company shall not be liable for any loss caused to the Scheme or to the value of the Trust Property due to any elements or circumstances beyond its control.
- 5.2.2 The Management Company shall comply with the provisions of the NBFC Rules, the NBFC Regulations, this Deed and the Offering Document (as may be amended from time to time with the approval of the SECP) for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any officer(s) or responsible official(s) of the Management Company or by any nominee(s) or agent(s) appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of this Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Trust Property where such loss has been caused by its negligence or reckless or wilful act and / or omission or of its officers, officials or agents.
- 5.2.3 The Management Company shall develop criteria for appointing a diverse panel of Brokers and monitoring compliance thereof to avoid undue concentration of business with any single Broker.
- 5.2.4 The Management Company may, under intimation to the Trustee, from time to time appoint, remove or replace the Registrar and bear its remuneration unless the SECP allows such an expense to be charged to the Scheme.
- 5.2.5 The Management Company shall make available or ensure that there is made available to the Trustee such information as the Trustee may reasonably require in respect of any matter relating to the Scheme.
- 5.2.6 The Management Company shall not be under any liability, except such liability as may be expressly assumed by it under the NBFC Rules, the NBFC Regulations and the Constitutive Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee, nor for anything except for its own negligence or wilful breach of duty. If for any reason it becomes impossible or impracticable to carry out the provisions of Constitutive Documents, the Management Company shall not be under any liability therefor or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder.
- 5.2.7 The Management Company shall maintain at its principal office, proper accounts and records to enable a complete and accurate view to be formed of assets and liabilities, the income and expenditure of the Scheme, all transactions for the account of the Scheme and amounts received by the Scheme in respect of the issuance of Units and paid out by the Scheme on redemption of Units and by way of distributions.
- 5.2.8 The Management Company shall prepare and circulate (physically or through electronic means or on the web subject to the SECP's approval) an annual report, together with a copy of balance sheet, income statement, cash flow statement and statement of movement in Unit Holders' fund or net assets or reserves, Trustee report and the Auditor's report of the Scheme to the Trustee, Commission, Stock Exchange and the Unit Holders within three months of the closing of the Accounting Date and balance sheet and income statement shall comply with the requirements set out in the NBFC Rules, and the NBFC Regulations.  
Where the annual report is placed on the Management Company's website, printed copy thereof shall be provided to the Unit Holders as and when requested.
- 5.2.9 The Management Company shall within one month of the closing of first and third quarter and within two months of the closing of second quarter of each Accounting Period, prepare and circulate (physically or through electronic means or on the web subject to the SECP's approval) to the Unit Holder(s), the Trustee and the SECP and stock exchanges, on which the Units of the Scheme may be listed, balance sheet as at the end of that period, income statement, cash flow

statement, statement of changes in movement in Unit Holders' fund or net assets or reserves and Trustee report whether audited or otherwise. Where the balance sheet, income statement and statement mentioned above are placed on the Management Company's website, printed copies thereof shall be provided to the Unit Holders as and when requested.

- 5.2.10 The Management Company shall maintain a Register of Unit Holders of the Trust (either in physical or electronic form) and inform the Trustee and the SECP of the address where the Register is kept.
- 5.2.11 The Management Company shall with the consent of the Trustee, appoint at the establishment of the Scheme and upon any vacancy, the Auditor, from the approved list of auditors circulated by Commission from time to time, who shall be a chartered accountant or a firm of chartered accountants and independent of the Auditor of the Management Company and the Trustee and such Auditor shall not be appointed for more than five consecutive years as specified under the NBFC Rules, and the NBFC Regulations and the contents of the Auditor's report shall be in accordance with the provisions of the NBFC Rules, and the NBFC Regulations.
- 5.2.12 The Management Company shall, from time to time, advise the Trustee of the settlement instructions relating to any investment / disinvestment transactions entered into by it on behalf of the Scheme. The Management Company shall ensure that the settlement instructions are given promptly after entering into the transactions so as to facilitate the timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with the dictates of the transaction subject to the NBFC Rules, the NBFC Regulations, the Offering Document and terms of this Deed.
- 5.2.13 The Management Company shall provide the Trustee with regular reports indicating dividends, other forms of income or inflows, and any rights or warrants relating to Investments that are due to be received. The Trustee shall report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.
- 5.2.14 The Management Company is obliged to obtain a rating of the Scheme, once the Scheme becomes eligible for rating as per the rating criteria of the rating agency, and such rating shall be updated at least once every financial year and also published in the annual and quarterly reports of the Scheme.
- 5.2.15 The Management Company shall nominate one or more of its officers to act as attorney(s) for interacting with the Trustee.
- 5.2.16 The Management Company shall not apply for de-listing from Stock Exchange (if any), unless it has obtained prior approval of the Commission in writing to the scheme of de-listing.

## 6. CHANGE OF MANAGEMENT COMPANY

- 6.1 The SECP may either at its own or on the recommendation of the Trustee remove the Management Company by giving at least ninety days notice for sub-clause (a) hereunder and immediate notice for sub-clauses (b) and (c) hereunder in writing to the Management Company if any of the following have occurred.
- a. The Management Company has wilfully contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within a reasonable period after the contravention has come to its notice;
  - b. The Management Company goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); a receiver is appointed over any of the assets of the Management Company. and
  - c. The Management Company becomes ineligible to act as the management company of the Trust under the provisions of the NBFC Rules, the NBFC Regulations or any other law for time being in force.
- 6.2 The Management Company may retire at any time after giving at least 90 days prior notice and with the prior written consent of the SECP.
- 6.3 If the SECP has cancelled the registration of the Management Company under the provisions of the NBFC Rules, and the NBFC Regulations, the SECP, or the Trustee, if authorised by the SECP shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed, the NBFC Rules, and the NBFC Regulations.
- 6.4 Upon a new management company being appointed, the Management Company will take immediate steps to deliver all the documents and records pertaining to the Scheme to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration upto the effective date of removal or retirement.
- 6.5 Upon its appointment, the new management company shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.
- 6.6 Furthermore, the Trustee may immediately in case of removal of Management Company appoint auditors with the consent of SECP from amongst the panel of auditors designated as "A" category by State Bank of Pakistan for the audit of Financial Institutions.
- 6.7 The auditors so appointed shall be other than the existing auditors of the Scheme, the Management Company and the Trustee.
- 6.8 The auditors shall have the same scope as that for the annual audit, or

such other enhanced scope as may be specified by the Trustee or SECP.

**6.9** The report for the audit shall be submitted by the auditors to the Trustee not later than 30 Business Days from their appointment. A copy of the report shall also be provided to SECP, outgoing Management Company and the new Management Company.

**6.10** The costs of audit shall be shared equally by the outgoing Management Company, the new Management Company and the Scheme.

## 7. SHARIAH GOVERNANCE

### 7.1 Shariah Compliance

All activities of the Unit Trust shall be undertaken in accordance with the generally accepted principles of Islamic Shariah, as advised by the Shariah Advisor.

### 7.2 Shariah Advisor/Shariah Advisory Board

7.2.1 The Shariah Advisor or members of Shariah Advisory Board will be person(s), who is/are expert on Shariah and have good understanding of finance and economics.

7.2.2 The Management Company shall designate the Shariah Advisor or Shariah Advisory Board and/or members thereof from time to time, as per the fit and proper criteria, under intimation to the Commission.

7.2.3 The Shariah Advisor / Shariah Advisory Board will be appointed, under intimation to the Trustee, for a period of three years, but may be reappointed on completion of his/their term. The Management Company may at any time terminate the agreement(s) with the Shariah Advisor / Shariah Advisory Board and/or members thereof giving a notice period as provided in such agreement(s), before the completion of their term(s) and fill the casual vacancy (ies) or appoint a new Shariah Advisor to the Board with prior approval of the SECP and/or as the case be under the relevant rules. Provided however, before terminating any Agreement with the Shariah Adviser, the Management Company shall obtain a firm commitment from the new Shariah Adviser to be appointed in the place of the outgoing Shariah Adviser.

7.2.4 The Shariah Advisor will advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines, consistent with the Shariah, including the guidelines as may be specified by the SECP under the NBFC Regulations. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable by the Trustee subject to clause 36 of this deed, the Management Company, the Unit Holders and other parties related with that matter. In case of any issue, conflict between the opinions of the Shariah Advisor and Shariah Technical Support Services Provider, the opinion of the Shariah Advisor shall prevail. The responsibilities of the Shariah Advisor will inter alia be as under:

i. To co-ordinate with the Management Company in drawing up of this Deed and other related material documents constituting Constitutive Documents for the formation of the Unit Trust and shall further provide technical guidance and; support on various aspects of Shariah, so as to enable the Management Company to mould the Unit Trust into a riba free avenue of investment.

ii. To do the research as appropriate on the criteria followed by Islamic Unit Trusts all over the world for the purpose of screening of investments. The Shariah Advisor will then decide as to which criteria are relevant to be used in the context of Pakistan's capital markets and the instruments available therein, and which need to be modified/added/deleted.

iii. To certify that all the provisions of the Scheme and proposed Investments to be made on account of the Unit Trust on the instructions of the Management Company are Shariah compliant with the criteria established as per Clauses (i) and (ii) above.

iv. To evaluate and advise upon all new financial instruments as and when introduced for their Shariah permissibility.

v. To issue at the end of each Accounting Period, a certificate, to be included in the Scheme's financial reports, in respect of Shariah compliance of the preceding year's operations of the Scheme and the Shariah Advisor or Shariah Advisory Board, as the case may be, may at the expense of the Fund, conduct such audits or other investigations as may be necessary for the issuance of the certificate.

vi. To determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and will recommend to the Management Company the criteria for selecting the Charities to whom such sums shall be donated.

### 7.3 Shariah Technical Services and Support/ Shariah Technical Services and Support Provider

7.3.1 Shariah Technical Services and Support Provider will be a person, group of persons or an organization who is/are expert(s), and possess (es) sufficient experience, in the structuring, product development, training and monitoring of the Shariah Compliant unit trust(s).

7.3.2 The Management Company may designate the Shariah Technical Services and Support Provider thereof from time to time to assist the Shariah Advisor and provide the necessary support to efficiently fulfill his responsibilities.

7.3.3 The Shariah Technical Services and Support Provider may be required

to provide all or any of the following services as mutually agreed between the Management Company and Shariah Technical Services and Support Provider :

- i. Recommendation and assistance in the identification and appointment of the Shariah Advisor by the Management Company.
- ii. Assistance in the development of Shariah Compliant Unit trust, which involves services, related to conceptualization, structuring, documentation and resource mobilization plans for such unit trust.
- iii. Providing training on Shariah related matters to employees of the Management Company from time to time.
- iv. Coordinating and assisting Shariah Advisor / Shariah Advisory Board in guiding the Management Company to mould its Unit Trust into a Riba free avenue of investments.

#### **7.4 Shariah Compliance Auditor**

- 7.4.1 The Auditor of the Unit Trust shall also act as Shariah Compliance Auditor, and will complete Shariah Compliance Audit (in addition to statutory audit required under NBFC Rules, the NBFC Regulations of the Trust for each Accounting Period within three months from the relevant Accounting Period, and will issue a Shariah compliance audit report.
- 7.4.2 Subject to the Rules, the Shariah Compliance Auditor would verify the following aspects of the Unit Trust's activities:
- i. Necessary approvals have been obtained from the Shariah Advisor, as the case may be, in respect of transactions involving Shariah related matters.
  - ii. Documentation contains all necessary information to make it Shariah compliant.
  - iii. No misuse of Trust funds has been committed
  - iv. Trust funds were placed for investment under Shariah compliant avenues as advised and approved by the Shariah Advisor.
  - v. Costs charged to Trust funds were in accordance with the Shariah permissions and terms of the Trust Deed.
  - vi. Share of the Mudarib in profits from Investments are in accordance with the agreed rates.
  - vii. Distributions for the Unit Holders are in accordance with the terms agreed upon.

- viii. Any other point affecting the Shariah compliance.
- ix. The Shariah Compliance Auditor will base his audit on tests usually applied in practice.
- x. Disclosure shall be made in the notes to the financial accounts, of earnings prohibited by Shariah, if any, and how those amounts are disposed of.
- xi. Disclosure shall be made of whether the Zakat payment is the responsibility of the Fund or the responsibility of Unit Holders. The Fund shall also disclose the Zakat due for each share/Unit, if any.

7.4.3 The Shariah Compliance Auditor shall be competent to carry out the Shariah Compliance audit, including that the audit firm shall have experience and requisite knowledge of conducting Shariah compliance audits and shall have laid down systems and programs to carry out such audit. The Management Company shall, in consultation with the Shariah Advisor, determine the competence of the Auditor in this regard.

7.4.4 The Shariah Advisor shall be entitled to require the Auditors to provide such reports as may be agreed between the Shariah Advisor and the Management Company as may be considered necessary to facilitate the Shariah Advisor in issuing the certification required under the trust deed.

## **8. ROLE OF THE TRUSTEE**

- 8.1** The Trustee shall take into its custody or control the Trust Property and hold the same in accordance with the law and the provisions of the Constitutive Documents. The cash in the registerable assets shall be registered in the name, or to the order of, the Trustee.
- 8.2** The Trustee has the responsibility, for being the nominal owner, for the safe custody of the assets of the Scheme for the benefit of the beneficial owners (the Unit Holders), within the framework of the NBFC Rules, the NBFC Regulations, this Deed and the Offering Document.
- 8.3** The Trustee shall have all the obligations entrusted to it under the NBFC Rules, the NBFC Regulations, this Deed and the Offering Document (as may be amended from time to time with the approval of the SECP).
- 8.4** The Trustee shall nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Management Company.
- 8.5** The Trustee shall in consultation with the Management Company appoint and may also remove and replace from time to time one or more Bank(s) and /or other depository company(ies), to act as the Custodian(s) for holding and protecting the Trust Property and every

part thereof and for generally performing the custodial services at one or more locations and on such terms, as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be executed between the Trustee and the Custodian(s). Provided however, the Trustee may also itself provide custodial services for the Scheme at competitive terms as part of its normal line of business.

- 8.6** The Trustee shall be liable for any loss caused due to its acts or omissions or that of its agents in relation to any custody of assets or investment forming part of the Trust Property of the Scheme.
- 8.7** The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holders. The Trustee shall not be under any liability on account of anything done or suffered by the Scheme, if the Trustee had acted in good faith in accordance with or in pursuance of any request of the Management Company, provided these were not in conflict with the provisions of this Deed or the NBFC Rules, and the NBFC Regulations. Whenever pursuant to any provisions of this Deed, any certificate, notice, direction, instruction or other communication is to be given by the Management Company to the Trustee, the Trustee may accept as sufficient evidence thereof:
- i) A document signed or purporting to be signed on behalf of the Management Company by any person(s), whose signature the Trustee has for the time being authorised in writing by the Management Company to accept.
  - ii) Any instructions received Online through the software solution adopted by the Management Company or the Trustee for managing and keeping records of the Scheme to the satisfaction of the Trustee or the Management Company as case may be.
- 8.8** The Trustee shall not be liable to any loss caused to the Scheme or the value of the Trust Property due to any elements or circumstances beyond its reasonable control.
- 8.9** The Trustee shall carry out the instructions of the Management Company in all matters including the investments and the disposition of the Trust Property unless such instructions are in conflict with the provisions of this Deed and /or the Offering Document (s) or NBFC Rules, and the NBFC Regulations, or are prohibited by the Shariah and / or any other applicable law.
- 8.10** The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- 8.11** The Trustee shall, if requested by the Management Company or if it considers necessary for the protection of the Trust Property or safeguarding the interest of Unit Holders institute or defend any suit,

proceedings, arbitration or enquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorised person. All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Scheme and the Trustee shall be indemnified against all such costs, charges and expenses. Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Scheme under this Deed or the NBFC Rules, and the NBFC Regulations. For the avoidance of doubt it is clarified that notwithstanding any thing contained in this Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Scheme arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided), all such losses, claims, damages or other liabilities shall be borne by the Scheme.

- 8.12** Neither the Trustee, nor the Management Company shall sell or purchase any Investment (save in the capacity of an intermediary) to / from the Scheme.
- 8.13** Subject to the Rules, any transaction between the Trust and the Management Company or any of the Connected Persons as principal shall only be made with the prior written consent of the Trustee.
- 8.14** The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the NBFC Rules, the NBFC Regulations and this Deed, nor shall the Trustee be liable for any act or omission of the Management Company or for anything except its own negligence or wilful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed, the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in good faith hereunder. Notwithstanding removal / resignation of Trustee, the Trustee shall remain entitled to the benefit of this clause.
- 8.15** The Trustee shall ensure that (a) the sale, issue, repurchase, redemption and cancellation of units are carried out in accordance with the provisions of the Deed, the Offering Document and the NBFC Rules, and the NBFC Regulations; and (b) the methodology and procedures adopted by the Management Company in calculating the value of Units are adequate and in accordance with the provisions of the Deed, the Offering Document and the NBFC Rules, and the NBFC Regulations. In order to get these comforts the Trustee shall have unhindered access to records and information maintained with the Management Company or its agents.
- 8.16** The Trustee shall ensure that the investment and borrowing limitations set out in the Constitutive Documents and the NBFC Rules, and the

NBFC Regulations and the conditions under which the Scheme was authorized are complied with.

- 8.17** The Trustee shall promptly forward to the Management Company any notices, reports or other documents issued by, the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depositor, an intermediary or agent in any transaction or form any court, government, regulator, stock or other exchange or any instruction of the Management Company in all such matters relating to recovery of the Trust Property.
- 8.18** The Trustee shall ensure that Units of Scheme have been issued after realisation of subscription money.
- 8.19** The Trustee shall issue a report to the Unit Holder(s) included in the annual and second quarter report of the Trust whether in its opinion, the Management Company has in all material respects managed the Trust Property in accordance with the provisions of the NBFC Rules, the NBFC Regulations, the Offering Document and this Deed and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.
- 8.20** The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the NBFC Rules, and the NBFC Regulations. The Trustee shall endeavour to provide the certification at the earliest date reasonably possible.
- 8.21** The Trustee shall arrange for an annual system audit by its auditors and provide the report to this effect to the SECP and the Management Company, within three months of the close of the financial year.
- 8.22** The Trustee shall ensure that the Management Company has specified criteria in writing to provide for a diverse panel of Brokers at the time of offering of the Scheme and shall also ensure that the Management Company has been diligent in appointing Brokers to avoid undue concentration with any Broker.

## 9. CHANGE OF TRUSTEE

### Manner in which Trustee may retire

- 9.1** The Trustee may, subject to prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of assets of the Scheme by the newly appointed trustee, whichever is later.
- 9.2** If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Management Company for purpose of reconstruction and

amalgamation) or ceases to carry on business or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Scheme under the provisions of the NBFC Rules, and the NBFC Regulations.

- 9.3** In circumstances where the SECP is of the opinion that the Trustee has been in violation of the NBFC Rules, and the NBFC Regulations or the provisions of this Trust Deed or is found guilty of misconduct or has failed to discharge its obligation under the NBFC Rules, and the NBFC Regulations, the SECP may remove the Trustee after giving opportunity being heard.
- 9.4** The Management Company may apply to the SECP, giving cogent reasons for change of Trustee by simultaneously proposing the appointment of a new trustee. The SECP, if satisfied with the circumstances and reasons for the change applied for may accord approval for appointment of a new trustee.
- 9.5** Upon the appointment of a new trustee, the Trustee shall immediately deliver all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sum due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of removal or retirement.
- 9.6** The new trustee shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.
- 9.7** Notwithstanding the removal/resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Rules, the Trustee shall remain entitled to the benefit of Clauses 8.7, 8.8, 8.9 and 8.14 without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/or the NBFC Rules, and the NBFC Regulations.
- 9.8** Furthermore the Management Company may immediately upon the removal of Trustee appoint Auditors with the consent of SECP from amongst the panel of auditors designated as "A" category by State Bank of Pakistan for the audit of Financial Institutions.
- 9.9** The Auditors so appointed shall be other than the existing auditors of the Scheme, the Management Company and the Trustee.
- 9.10** The Auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Management Company or SECP.
- 9.11** The report for the audit shall be submitted by the Auditors to the Management Company not later than 30 Business Days from their appointment. A copy of the report shall also be provided to SECP, outgoing Trustee and the new trustee

- 9.12** The costs of audit shall be shared equally by the outgoing Trustee, the new trustee and the Scheme.

## **10. BANK ACCOUNTS**

- 10.1** The Trustee shall open Bank Accounts titled “CDC-Trustee KASB Islamic Income Fund” for Scheme at such branches of Banks and at such locations (including outside Pakistan, subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan) as may be requested by the Management Company from time to time.
- 10.2** The Trustee shall also open an account titled “CDC-Trustee KASB Islamic Funds” at such branches of Banks and at such locations (including outside Pakistan, subject to applicable regulations and after obtaining all necessary approvals from the relevant regulatory authority in Pakistan) as may be requested by the Management Company from time to time. This account shall be a temporary allocation account where collections may be held prior to their being allocated and transferred to the bank accounts of different Islamic open-end schemes (including the Scheme) managed by the Management Company on a regular basis. Provided such arrangement is allowed in trust deed(s) of such scheme(s) and Central Depository Company of Pakistan Limited being appointed as Trustee for such scheme (s).
- 10.3** The Management Company may also require the Trustee to open separate accounts for temporary parking of redemption funds that the Unit Holders wish to reinvest at a later stage.
- 10.4** The Management Company may also require the Trustee to open separate Bank Account as Distribution Account(s) for each dividend distribution of the Scheme. Notwithstanding anything in this Deed the beneficial ownership of the balances in the accounts shall vest in the Unit Holder(s).
- 10.5** All income or profit, etc. earned in the Distribution Account(s), if any, including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
- 10.6** All bank charges for opening and maintaining Bank Account for the Trust shall be charged to the Scheme.
- 10.7** The amount received from the Core Investors and Pre-IPO Investors during Pre IPO which will be a part of Trust Property shall be deposited in a separate Bank Account titled “CDC-Trustee KASB Islamic Income Fund – Pre IPO” and may be invested from time to time in short term Investments and transferred to the main Bank Account of the Scheme upon the start of the First Offer. Income, profit, etc. earned and received on such amount, after reducing any expenses including management fee and trustee fee incurred immediately before the start of the First

Offer, shall be paid upon receipt of such income, profit etc. to such investors on proportionate basis of their Core investments and Pre IPO subscriptions amounts and shall not form part of the Trust Property.

## **11. INVESTMENT OF TRUST PROPERTY, INVESTMENT RESTRICTIONS AND FINANCING ARRANGEMENTS**

### **11.1 Investment of Trust Property**

- 11.1.1** Prior to the close of the First Offer the Trustee shall hold funds received from the Core Investors and Pre IPO investors during Pre IPO in a separate account titled “CDC-Trustee KASB Islamic Income Fund – Pre IPO” with a scheduled bank and approved by the Management Company. After the First Offer all Trust Property, except in so far as such cash may in the opinion of the Management Company be required for transfer to the Distribution Account, shall be invested by the Trustee from time to time in line with the objective of the Scheme, in such Authorised Investment as may (subject always to the provisions of this Deed, the Offering Document and the NBFC Rules, the NBFC Regulations and the guidelines of the Shariah Advisor) be directed by the Management Company.
- 11.1.2** Any Investment may at any time be realised at the discretion of the Management Company either in order to invest the proceeds in other Authorised Investment(s) or to provide cash required for the purpose of any provision of this Deed or in order to retain the proceeds in cash or on deposit as aforesaid or partly one and partly another. Any Investment which ceases to be an Authorised Investment shall be realised and the net proceeds of realisation shall be applied in accordance with this clause; provided that the Trust may postpone the realisation of such Investment for such period as the Management Company and the Trustee may determine to be in the interest of the Unit Holders.
- 11.1.3** The purchase or sale of any Investment in listed securities for the account of the Trust shall be made through a Broker who must be a member of the Stock Exchange, unless the Management Company is satisfied that it is possible and permissible under the rules and regulations to make such purchase or sale more advantageously in some other manner. The Management Company will appoint the Broker(s) from time to time having good standing in the market under intimation to the Trustee. The Management Company shall not nominate except as may be permissible under the NBFC Rules, and the NBFC Regulations, directly or indirectly, as a Broker any of its directors, officers or employees or their family members (which term shall include their spouse, parents, children, brothers and sisters).
- 11.2 Investment Restrictions**
- 11.2.1** The Scheme shall not invest more than twenty five (25) per cent of its Net Assets in securities of any one sector as per classification of the pertinent Stock Exchange(s).

- 11.2.2 The Scheme will not at any time, except as otherwise allowed under NBFC Rules, and the NBFC Regulations.
- 11.2.3 Invest in anything that is not authorized by Shariah Advisor.
- 11.2.4 Purchase or sell:
- Bearer securities;
  - Securities which result in assumption of unlimited liability (actual or contingent);
  - Securities on margin;
  - Purchase any security in a forward contract
  - Real estate (other than the securities issued by real estate companies);
  - Any Investment other than Authorised Investments as defined herein.
- 11.2.5 Participate in a joint account with others in any transaction.
- 11.2.6 Make short sales of any security or maintain a short position in securities whether listed or unlisted.
- 11.2.7 Investment of the Scheme in any company shall not, at any time, exceed an amount equal to ten percent of the total Net Assets of the Scheme at the time of investment. Also the investment of the Scheme shall not exceed ten percent of the issued capital of the investee company computed at par value.
- 11.2.8 Enter into transaction with any Broker, which exceed ten per cent of the commission paid by Scheme in any one accounting year; subject; however that such Broker shall not have a common director, officer or employee with the Management Company.
- 11.2.9 The Management Company shall not take exposure of more than, - (a) thirty five per cent of Net Assets of Scheme in any single group; and (b) ten per cent of Net Assets of Scheme at the time of taking exposure in listed group companies of the NBFC holding license of asset management services and such exposure shall only be made through the secondary market.
- 11.2.10 Acquire any security of which another asset management company managing a collective investment scheme is the issuer.

### 11.3 Exception to Investment Restrictions

In the event, the weightages of prescribed limits exceed the limits laid down in the Offering Document or the NBFC Rules, and the NBFC Regulations, as a result of the relative movement in the market prices of the investments or through any disinvestments or through subscription to right/bonus/other offerings or decrease in Net Assets of the Scheme due to redemptions, the Management Company shall bring the exposure within the prescribed limits within three months of the event. But, in any case, the Management Company shall not invest further in such securities or sectors while the deviation exists.

### 11.4 Financing Arrangements

- 11.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company shall arrange finance, with the approval of the Trustee, with Islamic banks or Islamic divisions of Conventional Banks or Islamic financial institutions for the account of the Scheme; provided the financing arrangement shall not be resorted to, except for meeting the redemption requests, and shall be repayable within a period of ninety days or such time as may be prescribed under the NBFC Rules and the NBFC Regulations from time to time.
- 11.4.2 The charges payable to any Islamic bank or financial institution against financing on account of the Trust as permissible under clause 11.4.1 above shall not be higher than the normal prevailing market rates.
- 11.4.3 Such financing arrangement shall be in strict conformity with the rules of Islamic Shariah, as advised the Shariah Advisor or Shariah Advisory Board, as the case may be of the Fund.
- 11.4.4 The Management Company may, in relation to the Scheme, borrow for meeting redemption request subject to approval of Trustee and such borrowing shall not exceed fifteen per cent of the total Net Asset value of the Scheme at the time of borrowing and shall be repayable within a period of ninety days.
- 11.4.5 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such financings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such finances, loans or advances.
- 11.4.6 For the purpose of securing any such financing the Trustee may on the instructions of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property. Provided that the aggregate amount of financing availed by such mortgage, charge or pledge shall not exceed the limits provided under the NBFC Rules, and the NBFC Regulations and / or any law for the time being in force.
- 11.4.7 Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

## 12. VALUATION OF PROPERTY AND PRICING

The valuation and pricing of the Trust Property will be in accordance with the prescribed rules and regulations.

**12.1 Determination of Issue (Offer) Price**

- 12.1.1 Units offered and issued during the First Offer shall be issued at Par Value of Rs.100/- each. The offer and issuance of Units during the First Offer shall remain open during the period specified in the Offering Document.
- 12.1.2 After the First Offer the Offer Price of the Unit shall be determined from time to time pursuant to clause 12.1.3 hereafter and the NBFC Rules, and the NBFC Regulations and shall be calculated and announced by the Scheme on every Business Day.
- 12.1.3 Offer Price shall be equal to the sum of:
- The Net Asset Value as of the close of the preceding Business Day;
  - Any Front-end Load;
  - Such amount as the Management Company may consider an appropriate provision for Duties and Charges;
  - Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
  - Such sum shall be adjusted upwards to the nearest Paisa.
- 12.1.4 The Offer Price so determined shall apply to purchase requests, complete in all respects (including payments in this regard), received by the Distributor during the business hours on a Business Day.
- 12.1.5 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 12.1.3(c) is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of such provisions (except where such excess arises from any Duties and Charges levied with retrospective effect by law after the date of payment in which case such excess shall be recovered from the Trust Property).
- 12.1.6 In the event that the amount paid as provision for payment of Duties and Charges pursuant to sub-clause 12.1.3(c) exceeds the relevant amount of Duties and Charges the Registrar under instruction to the Management Company, shall issue additional Units or fractions thereof to the Unit Holder based on the price applicable to the Units issued against the relevant application.
- 12.1.7 The Offer Price determined by the Management Company shall be made available to the public at the office and branches of the Distribution Companies and at the discretion of the Management Company may also be published in any newspaper circulated in Pakistan and may also be made available at its website.

**12.2 Determination of Redemption Price**

- 12.2.1 The Redemption Price shall be equal to the Net Asset Value as of the close of the preceding Business Day, less:

- Any Back-end Load;
- Any taxes imposed by the Government;
- Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
- Such amount as the Management Company may consider an appropriate provision for Transaction Costs; Such amount shall be adjusted to the nearest Paisa.

The Redemption Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor during the business hours on a Business Day.

- 12.2.2 In the event that the amount deducted as provision for payment of any taxes and/or Duties and Charges pursuant to sub-clauses 12.2.1(b) and 12.2.1(c) is insufficient to pay in full such taxes and/or Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of the amount so deducted.
- 12.2.3 During the Initial Period, the Units shall not be redeemed.
- 12.2.4 In the event that the amount paid as provision for payment of any taxes and/or Duties and Charges pursuant to sub-clause 12.2.1 exceeds the relevant amount of Duties and Charges, the excess amount unpaid shall form part of Deposited Property.
- 12.2.5 The Redemption Price determined by the Management Company shall be made available to the public at the office and branches of the Distribution Companies and at the discretion of the Management Company may also be published in one newspaper circulating in Pakistan.

**12.3 Allocation of Sales Load**

- 12.3.1 The remuneration of Distributors, and Investment Facilitators shall be paid from applicable Sales Load received by the Trustee upon the decision of the Management Company and / or may be paid by the Management Company when the Trustee pays the Sales Load to the Management Company for onward distribution to the Distributors and Investment Facilitators, and no charges shall be made against the Trust Property or the Distribution Account in this respect. The Trustee shall pay the remainder of any Sales Load after such disbursement to the Management Company as additional remuneration for its management services for the Scheme. If the Sales Load received by the Trustee is insufficient to pay the remuneration of the Distributors and Investment Facilitators, the Management Company shall pay the amount necessary to pay in full such remuneration. Provided however chargeability of Sales Load from the investors shall be at the discretion of the Management Company.
- 12.3.2 Such payments shall be made by the Trustee to the Distributors and Investment Facilitators and the Management Company within ten

Business Days of the instruction of the Management Company on monthly basis.

- 12.3.3 A Distributor located outside Pakistan may, if so authorized by the Trustee and the Management Company, retain such portion of the Front-end Load as is authorized by the Management Company and transfer the net amount to the Trustee, subject to obtention of the permission of the State Bank, if required and the law for the time being in force.

## 13. DEALING, SUSPENSION AND DEFERRAL OF DEALING (OF UNITS)

### 13.1 Change in method of dealing of Units

A permanent change in the method of dealing shall be made after one month's notice to the Unit Holders with the approval of Trustee. Under the exceptional circumstances (having regard to the interests of unit holders) mentioned in the Offering Documents, the Management Company may also request the Trustee to approve a temporary change in the method of dealing in Units. Such approval shall not be unreasonably withheld. The Management Company may, at any stage, suspend the issue (sale) of Units and for such periods it may so decide.

### 13.2 Suspension of redemption of Units

- 13.2.1 The redemption of Units may be suspended during extraordinary circumstances including closure of one or more Stock Exchange(s) on which any of the Securities invested in by the Scheme are listed, the existence of a state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the Scheme or of the Unit Holders, or a break down in the means of communication normally employed in determining the price of any investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem Units at a price determined in accordance with the Net Asset Value. The Management Company may announce a suspension or deferral of redemption. Such a measure shall be taken to protect the interest of the Unit Holders in the event of extraordinary circumstances or in the event redemption requests accumulate in excess of ten percent of the Units outstanding or 10% of the Scheme Net Assets. In the event of a large number of redemption requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Management Company may decide to wind up the Scheme. Details of the procedure are given herein below.

In the event of extra-ordinary circumstances, the Management Company may suspend or defer redemption of Units. The circumstances under which the Management Company may suspend redemption shall be the event of war (declared or otherwise), natural disasters, a major break down in law and order, breakdown of the communication system, closure of the capital markets and /or the

banking system or strikes or other events that render the Management Company or the Distributors unable to function.

- 13.2.2 Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension or queue system is authorised under the Deed exists. In case of suspension and invoking of a queue system and end of suspension and queue system the Management Company shall immediately notify the SECP and publish the same in news paper in which prices of Scheme are normally published.

### 13.3 Suspension of fresh issue of Units

The Management Company may at any time, subject to the NBFC Rules, and the NBFC Regulations, as may be modified from time to time, suspend issue of fresh Units. Such suspension may however not affect existing subscribers for the issue of bonus units as a result of profit distribution or the option to receive dividends in the form of additional Units. The Management Company shall announce the details of exemptions at the time a suspension of fresh issue of Units is announced. The Management Company shall immediately notify the SECP and Trustee if issue of fresh Units is suspended and shall also have the fact published, immediately following such decision, in the newspaper in which the prices of the Scheme are normally published.

### 13.4 Queue system

In the event redemption requests on any day exceed ten percent of the number of Units outstanding or 10% of the Net Assets of Scheme, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for upto ten percent of the Units outstanding. The Management Company shall proceed to sell adequate assets of the Scheme and/ or arrange borrowing as it deems fit in the best interest of the Unit Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same business day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The requests in excess of the ten-percent shall be treated as redemption requests qualifying for being processed on the next business day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next business day still exceed ten percent of the Units outstanding, these shall once again be treated on first-come-first-served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent of the Units then outstanding.

### 13.5 Winding up in view of major redemption

In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the

Scheme being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Scheme as per the NBFC Rules, and the NBFC Regulations. In such an event, the queue system, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the Final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.

## 14. FEES AND CHARGES

### 14.1 Remuneration of the Management Company

- 14.1.1 The Management Company shall be entitled to a remuneration of an amount as permissible under NBFC Rules, and the NBFC Regulations.
- 14.1.2 The remuneration shall begin to accrue on the date on which the Trust Property is first paid or transferred to the Trustee. In respect of any period other than an Accounting Period such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days accrued in the Accounting Period concerned.
- 14.1.3 The remuneration due to the Management Company shall be paid within thirty days after the close of each month, provided that the Management Company may from time to time draw in advance out of the accrued remuneration a sum that the Trustee shall consider reasonable.
- 14.1.4 The Management Company may announce different types of Units with reduced levels of management fee and in such cases, the difference between the normal management fee and the reduced management fee applicable to such Units will not be paid to the Management Company, but additional Units will be issued to the Holders of such Units, as mentioned hereafter. The Net Asset Value (NAV) of such types of Units will be calculated on the basis of the reduced level of management fee. The excess NAV per Unit of the relevant types will be credited to the relevant Unit Holders on a regular basis against which additional Units will be issued, notwithstanding the condition of overall income, reserves and retained earnings of the Fund, if any. The Management Company may also at its discretion prescribe other methods of passing reduction in the management fee to the Holders of such types of Units as long as this does not disadvantage the Holders of other types of Units
- 14.1.5 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Scheme. The Management Company shall not make any charge against the Unit Holders or against the Trust Property or against the Distribution Account for its services or for its expenses, except such

expenses as are expressly authorised under the provisions of the NBFC Rules, the NBFC Regulations and this Deed to be payable out of Trust Property.

- 14.1.6 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provision of this Deed.

### 14.2 Remuneration of the Trustee and its Agents

- 14.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property based on an annual tariff of charges annexed hereto (Annexure 'D'), which shall be applied to the average daily Net Assets during such calendar month. The remuneration shall begin to accrue on the date on which the Trust Property is first paid or transferred to the Trustee. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in the calendar month concerned.
- 14.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty days after the end of each calendar month.
- 14.2.3 In consideration of the foregoing and save as aforesaid and as provide in Annexure 'D', the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as Trustee of the Scheme. The Trustee shall not make any charge against the Unit Holders or against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorised to be paid out of the Trust Property under the provisions of the NBFC Rules, the NBFC Regulations and this Deed.
- 14.2.4 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management services provided in accordance with the provisions of this Deed.
- 14.2.5 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the SECP and would be mentioned in the Offering Document. However, any decrease in remuneration of the Trustee shall not require such approval or amendment.
- ### 14.3 Formation Cost to be amortized against the Property of the Scheme
- 14.3.1 Formation Cost shall be charged to the Scheme which are estimated at and shall not exceed one (1%) percent of Pre-IPO capital or five million whichever is lower.
- 14.3.2 Formation Cost shall be borne by the Management Company and reimbursable by the Fund subject to the audit of expenses.

- 14.3.3 Formation Cost will be amortised over a period not less than five years.
- 14.3.4 The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed.

#### **14.4 Other costs and expenses to be charged to and borne by the Scheme**

- 14.4.1 Brokerage and Transaction Cost related to investing and disinvesting of the Trust Property;
- 14.4.2 Legal and related costs incurred in consultation with the Trustee in protecting or enhancing the interest of the Scheme and its investments or the collective interest of the Unit Holders in Pakistan and abroad;
- 14.4.3 Bank charges, fees and duties payable on remittances and investments as well as financial costs payable to banks or financial institutions against financings on account of the Trust as permissible under Clause 11.4 above, provided that financial costs are not higher than the normal prevailing bank charges or normal market rates;
- 14.4.4 Auditor's remuneration including Shariah compliance audit fee and any certification as allowed under this Deed, Offering Document and applicable NBFC Rules and NBFC Regulations;
- 14.4.5 Expenses and any printing cost and related expenses for issuing Scheme financial reports etc;
- 14.4.6 Listing fee including annual fee payable to the Stock Exchange(s) on which Units may be listed;
- 14.4.7 Credit Rating fee payable against rating of the Scheme payable to approved rating agency;
- 14.4.8 Charges, duties and levies of Stock Exchange(s), national clearing and settlement company or clearing house, SECP charges, CDC charges, Laga, Scheme dividend/redemption of Units transfer charges as payable to the banks at the transfer of funds to the Unit Holders and other applicable duties, charges and levies;
- 14.4.9 Fees and Expenses of Shariah Advisor and Shariah Technical Services and Support Provider and other related charges
- 14.4.10 Hedging costs including forward cover, forward purchase or option purchase costs (if any).
- 14.4.11 Any amount which the Shariah Advisor may declare to be Haram and to be paid to Charity in accordance with the decision of the Shariah Advisor.
- 14.4.12 Annual fee payable to the SECP under the NBFC Rules, and the NBFC Regulations ;

- 14.4.13 Taxes, fee, cess, duties and other charges applicable to the Scheme on its income or its properties, including taxes, fees, cess, duties and other charges levied by foreign jurisdiction on investment outside Pakistan;
- 14.4.14 Expenses incurred by the Trustee in effecting registration of all registerable assets in the name of the Trustee;
- 14.4.15 Remuneration of both local and international custodian;
- 14.4.16 Any other expense or charge as may be permitted by the Commission.
- 14.4.17 Any fees payable to the Commission.

## **15. TRANSACTIONS WITH CONNECTED PERSONS**

- 15.1** The Trust Property shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five percent of the total nominal amount of the securities issued or collectively own more than ten percent of those securities, except as may otherwise be permissible under the NBFC Rules, and the NBFC Regulations.
- 15.2** The Scheme shall not without the prior approval of the Commission in writing, purchase from, or sell any security to the Management Company or to any director, officer or employee of the Management Company or a collective investment scheme managed by it or to any person who beneficially owns ten per cent or more of the equity securities of the collective investment scheme or the Management Company, save in the case of such party acting as a intermediary, except as may otherwise be permissible under the NBFC Rules, and the NBFC Regulations.
- 15.3** For the purposes of sub-clauses 15.1 and 15.2 of this Trust Deed the term director, officer or employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- 15.4** Cash forming part of the Trust Property of the Scheme shall be placed as deposits with the Trustee or an institution licensed to accept deposits. In case cash forming part of the Scheme's assets is deposited with the trustee or the custodian, which is a banking company or an NBFC, return shall be paid on the deposit by such trustee or custodian at a rate that is not lower than the rate offered by the said banking company or NBFC to its other depositors on deposits of similar amount and maturity.
- 15.5** All transaction carried out by or on behalf of the Scheme with Connected Person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.
- 15.6** Money can be borrowed from the Trustee or any other institution provided that the charges are not higher than the normal bank changes;
- 15.7** Subject to the NBFC Rules and the NBFC Regulations, any transaction

between the Scheme and the Management Company or any of their Connected Person(s) as principal may only be made with the prior written consent of the Trustee.

- 15.8** Direct transactions (other than those carried out on the trading system of the exchange) between collective investment schemes of the same asset management company, as the case may be, shall be notified to the Commission within two days of such transactions and shall be disclosed in quarterly and annual accounts of the collective investment schemes.

## **16. DISTRIBUTION POLICY, DETERMINATION OF DISTRIBUTABLE INCOME AND DATE OF DISTRIBUTION**

- 16.1** The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date whether to distribute among Unit Holders, profits, either in form of bonus Units or cash dividend, if any, available for the distribution at the end of the Accounting Period or such other interim period as decided by the Management Company, and shall advise the Trustee of the amount of such distribution per Unit.
- 16.2** The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company and shall be the sum total of:
- a) The total income earned on the Trust Property during such Accounting Period including all amounts in respect of dividend, mark-up, profit and fee, etc.;
  - b) Net realised appreciation as set out in sub-clause 16.3 of this Trust Deed, from which shall be deducted expenses as set out in sub-clause 16.4 of this Trust Deed, adjustment as set out in sub-clause 16.5 of this Trust Deed and such other adjustment as the Management Company may determine in consultation with the Auditors and Shariah Advisor, subject to the NBFC Rules, the NBFC Regulations, and the provisions of the Income Tax Ordinance and the rules there under.
- 16.3** The proceeds of all receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Trust Property, provided that such amounts out of the sale proceeds of the Investments and out of the sale proceeds of the bonus shares and all other receipts as deemed by the Management Company to be in the nature of the net realised appreciation may be distributable to the Unit Holders and shall thereafter cease to form part of the Trust Property once transferred to the Distribution Account.
- 16.4** The income qualifying for distribution in respect of the relevant period shall be ascertained by deducting all such expenses and costs as mentioned in clause 14 above.

- 16.5** The income qualifying for distribution in respect of the relevant period shall be adjusted as under:
- a) addition of a sum representing amounts included in the price of Units for income accrued up to the date of issue and deduction of a sum representing all participation in income distributed upon redemption of Units during the relevant period;
  - b) adjustment if considered necessary by the Management Company to reflect the diminution in value of Trust Property in consultation with the Trustee.
- 16.6** In case of cash distribution, the Management Company shall instruct the Trustee to transfer such amount of cash as required to effect such distribution to the Distribution Account. The amount standing to the credit of the Distribution Account shall not for any purposes of this Deed be treated as part of the Trust Property but shall be held by the Trustee upon trust to distribute the same as herein provided.
- 16.7** After the fixation of the amount of cash distribution per Unit, distribution payments shall be made by transfer to the Unit Holders' designated bank accounts or in the case of joint Unit Holders to designated Bank Account of the joint Unit Holder, first named on the Register or by dispatch of any banking instrument in the name of Unit Holder at his / her address as provided. The receipt of funds by such designated bankers or dispatch of instrument shall be a good discharge therefore.
- 16.8** Before making any distribution payment (such as bonus Units, cash dividend, etc.) in respect of a Unit the Trustee or the Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Unit Holders the Certificate in respect of such deduction in the prescribed form or in a form approved by the concerned authorities.
- 16.9** The Management Company may offer the Unit Holder the option to receive new Units under re-investment option instead of cash dividend. The Unit Holders shall be entitled to change such option.
- 16.10** New Units under re-investment option shall be issued at the Net Assets Value of the effective date of distribution after appropriation of the distribution but without any charge of the Front-end Load.
- 16.11** In case of distribution in the form of bonus Units, the Management Company shall determine the amount available for distribution as bonus Units and inform the Trustee of the same.
- 16.12** After the fixation of the rate of bonus entitlement per Unit, the Management Company shall instruct the registrar to credit the respective Unit Holders' accounts with the designated number of Units calculated on the basis of rate of distribution determined above against the number of Units held by them on the date of Register closure.

- 16.13** The Management Company may offer the Unit Holder the option to encash such Units as may be entitled against distribution in form of bonus Units. The Unit Holders shall be entitled to change such option.
- 16.14** In case of encashment, the bonus Units will be redeemed on the first dealing date after distribution at the Net Assets Value of the effective date of distribution after appropriation of the distribution but without any charge of any Back-end Load.
- 16.15** Details of change of options will be given in the Offering Document.
- 16.16** The Management Company in consultation with Shariah Advisor, shall decide what portion of the income of the Fund is Haram, if any, and shall inform Unit Holders about the proportion of Haram and Halal income of the Scheme so that they become aware of the amount of the Haram income which will not be available for distribution. The Trustee in such case is authorized to pay the Haram income, as per instruction of the Management Company, to charities and no Haram income or any portion thereof shall be distributed by way of dividends or bonus Units. The list of charities to which the Management Company will pay the Haram income will be decided by the Management Company in consultation with the Shariah Advisor.

## 17. ANNUAL ACCOUNTING PERIOD

- 17.1** The annual Accounting Period shall commence on first day of July of a calendar year and shall end on thirtieth day of June of the succeeding calendar year.
- 17.2** Accounting Date shall be the thirtieth day of June in each year and any interim dates at which the financial statements of the Scheme are drawn up. Provided, however, the Management Company may, with the consent of the Trustee and after obtaining approval of the SECP and complying with other applicable laws, change such date to any other date.
- 17.3** Accounting Period means a period ending on and including an Accounting Date and commencing in case of the first such period, on the date on which the Trust Property is first paid or transferred to the Trustee and in any other case, from the first day subsequent to the end of the preceding Accounting Period.

## 18. BASE CURRENCY

The base currency of the Scheme shall be Pakistani Rupee; it being clarified, however, that the Authorised Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other foreign currency.

## 19. MODIFICATION OF THE CONSTITUTIVE DOCUMENTS

- 19.1** The Trustee and the Management Company acting together and with

the approval of SECP and clearance from Shariah Advisor, shall be entitled by supplemental deed to modify, alter or add to the provisions of this Deed on any of the following grounds

- a) To such extent as may be required to ensure compliance with any applicable laws and regulations or any amendment to such laws and regulations;
- b) To enable the provisions of the Deed to be more conveniently and efficiently implemented;
- c) To remove any condition which is repugnant to Shariah or to add any conditions so as to bring the provisions of this Deed in compliance with the Shariah.
- d) To enable the Units to be listed on a stock exchange or any other exchange; or
- e) Otherwise the benefit of the Unit Holders

Provided that in case of b), d) or e) above, such alteration or addition shall not prejudice the interest of the Unit Holders and that in any event release Trustee or the Management Company of their responsibilities.

- 19.2** Where this Deed has been altered or supplemented the Management Company shall notify the Unit Holders regarding such alteration immediately through two widely circulated newspapers in Pakistan one in English and one in Urdu.
- 19.3** The Management Company may, from time to time, with the consent of the Trustee frame rules or regulations for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such rules or regulations are not inconsistent with the provisions of this Deed or Offering Document or the NBFC Rules, and the NBFC Regulations.
- 19.4** If the SECP modifies or substitutes the NBFC Rules and the NBFC Regulations, or through any other circular or notification allow any relaxations or exemptions, these will deemed to have been included in this Trust Deed without requiring any modification as such.

## 20. TERMINATION OF SCHEME

- 20.1** The Management Company may terminate the Scheme, if the Net Assets at any time fall below Rupees fifty million. The Management Company shall give at least three months notice to Unit Holder(s), the Trustee and the SECP and shall disclose the grounds of its decision. The Management Company may announce winding up of the Scheme as per Rules in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust property to meet such redemptions would jeopardise the interests of the remaining Unit Holders and that it would be in the best interest of all the Unit Holders that the Trust be wound up.
- 20.2** The Trust may also be terminated by the SECP on the grounds given in the NBFC Rules, and the NBFC Regulations.

- 20.3** This Deed may be terminated in accordance with the conditions specified in the NBFC Rules, and the NBFC Regulations, if there is any material breach of the provisions of this Deed or any other agreement or arrangement entered into between the Trustee and Management Company regarding the Scheme.
- 20.4** Upon the Scheme being terminated the Management Company shall suspend the sale and redemption of Units forthwith and proceed to sell all Investments then remaining in the hands of the Trustee as part of the Trust Property and shall repay any financing affected by the Trust together with any charges remaining unpaid to the extent possible out of the sale proceeds of the investments. The Trustee shall not be liable for shortfall, if any.
- 20.5** The Trustee on the recommendation of the Management Company shall from time to time distribute to the Unit Holders pro rata to the numbers of Units held by them respectively all net cash proceeds derived from the realisation of the Trust Property after making payment as mentioned in clause 20.4 above and retaining such sum as considered or apprehended by the Management Company for all costs, charges, expenses, claims and demands. In case the sum so retained is not sufficient for meeting all costs, charges, expenses, claims and demands, the Trustee will not be liable for the shortfall. However, in case there is any surplus left in the hands of the Trustee after meeting all costs, charges, expenses, claims and demands the Trustee shall distribute the surplus to the Unit Holder(s) pro rata to the number of Units held by them.

## 21. TRUST PROPERTY

- 21.1** The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges and after deducting there from or providing there against any applicable Front-end Load or reduced Front-end Load shall constitute part of the Trust Property and the Distribution Company shall remit such proceeds to the Trustee in accordance with the instructions given by the Management Company from time to time.
- 21.2** The Trust Property shall initially be constituted out of the proceeds from the Core Investors and investors during Pre IPO, after deducting any applicable Duties and Charges and Loads there from.
- 21.3** The Trustee shall take the Trust Property into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holders' ranking pari passu inter se, according to the number of Units held by each Unit Holders and in accordance with the provisions of the NBFC Rules, the NBFC Regulations and this Deed. The Trust Property shall always be kept as separate property and shall not be applied to any purpose unconnected with Shariah and the Scheme. All registerable Investments shall be registered in the name of the Trustee and shall remain so registered until disposed of or transferred to new trustee pursuant to the provisions of this Deed. All

expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.

- 21.4** Save, as herein expressly provided, the Trust Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme and as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation actual or contingent incurred, assumed or undertaken by the Trustee, the Custodian or any other person.
- 21.5** The Trustee shall have the sole responsibility for the safekeeping of the Trust Property. Subject to clause 8.7 above, in the event of any loss, caused through negligence/deliberate act/omission on the part of the Trustee, or violation of the terms of this Deed, the Trustee shall have an obligation to replace the lost Investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the Trustee shall not be the under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.
- 21.6** All cash forming part of the Trust Property shall be deposited by the Trustee in Bank Account(s) as directed by the Management Company to be opened in the name of the Trustee, as a nominee of the Scheme, with a bank with minimum investment grade. Such Bank shall be required to allow profit thereon, based on Shariah in accordance with the rules prescribed by such Bank for sharing of profits or mark-up on deposits maintained in such account or under any other arrangement approved by the Management Company that is not in violation of the principles of Shariah.
- 21.7** Remuneration of the Management Company; Remuneration of the Trustee; Remuneration of Shariah Advisor and Shariah Technical Support Services Provider and all other costs and expenses as mentioned in clauses 14.3 and 14.4 shall be payable out of the Trust Property.

## 22. TRANSACTIONS RELATING TO INVESTORS (UNIT HOLDER(S))

- 22.1** The Management Company shall advise the Trustee of the allocation of the funds (received in the main collection account) between the respective Schemes on a regular basis. Based on such advice, the Trustee shall transfer the funds to the accounts of the respective Schemes.
- 22.2** The Management Company shall also advise the Trustee on a daily basis of the details of amounts to be paid to respective Unit Holders against redemption requests, if any. Such payments shall be effected

by the Trustee out of the respective accounts of the Schemes by way of transfer of the required amounts to the designated bank accounts of the Unit Holder(s) or as authorised by the Unit Holder(s) or by transfer to the temporary parking account or by despatch of payment instrument to the Unit Holders by registered post at their respective addresses. Such despatch shall constitute discharge of the Management Company and the Trustee in respect of such payment.

- 22.3** The Management Company shall advise the Trustee on regular basis of the conversion of Units between the schemes under the management of the Management Company. The Trustee shall transfer the funds so required from the account of the Scheme to the other. In case the conversion of Units is from the Scheme to the scheme under the trust of other trustee, the Management Company shall advise the Trustee of such transfer against the conversion to the trustee of other scheme.
- 22.4** The Management Company may make arrangements through branches of Banks to facilitate issuance and Redemption of Units of the Scheme or may appoint Investment Facilitators for this purpose. A request for issuance of Units may also be made through the use of electronic means such as internet or ATM facilities or Debit / Credit Card facilities or direct bank debit / credit system. A request for redemption of Units may also be made through the ATM facility only when the relevant Bank /branches have been instructed by the Management Company to accept Unit Holders' request to redeem the Units of the concerned Scheme. The Trustee shall agree to such arrangements after satisfying itself in respect of all appropriate safeguards having been taken, without incurring any liability for additional risks involved.
- 22.5** The Management Company shall, from time to time, advise the Trustee of the dividend distribution for the Scheme. The Trustee shall establish separate Bank Accounts for each dividend distribution and transfer the amount payable as cash dividend to such accounts after deducting taxes and Zakat as may be required under the law and after adjustment of such amount being re-invested in the Units of the Scheme. Payments to the Unit Holders shall be effected by the Trustee out of such accounts of the Schemes by way of transfer of the appropriate amounts to the designated bank accounts of the Unit Holders or as authorised by the Unit Holders or by despatch of dividend cheques / warrants / advice to the Unit Holder(s) by registered post at their respective addresses. Such despatch shall constitute discharge of the Management Company and the Trustee in respect of such payment.
- 22.6** The Trustee shall pay to the Management Company's order such sums out of the sale proceeds of Units of the Scheme or the sums retained out of the redemption amounts as are representative of Front-end or Back-end Loads or Charges or other recoveries in accordance with this Deed or NBFC Rules, and the NBFC Regulations, as being payable out of the Issue or Redemption Prices.
- 22.7** Without prejudice to the foregoing, and subject to any law for time being in force, the Trustee shall endeavour to ensure and employ prudent practices to ensure that information pertaining the Trust

Property, such as, but not restricted to, investments made, list of Unit Holder(s) etc., is not intentionally compromised, dispersed or provided to any third party without expressed consent of the Management Company.

- 22.8** Where any loss is caused to the Trust Property or to the Management Company due to Trustee's failure to comply with clause 22.7, the Trustee shall make good that loss by depositing a sum equivalent to the loss in the Trust Property or making payment to the Management Company, as the case may be.
- 22.9** Without prejudice to the foregoing, and subject to any law for time being in force, the Management Company shall endeavour to ensure and employ prudent practices to allow Trustee to fulfil its responsibilities in an effective and efficient manner.
- 22.10** Where any loss is caused to the Trust Property or to the Trustee due to Management Company's failure to comply with clause 22.7, the Management Company shall make good that loss by depositing a sum equivalent to the loss in the Trust Property or making payment to the Trustee, as the case may be.

## 23. TRANSACTION RELATING TO INVESTMENT ACTIVITY / PORTFOLIO MANAGEMENT

- 23.1** The Management Company shall, from time to time, advise the Trustee of the settlement instructions relating to any investment/ disinvestment transactions entered into by it on behalf of the Scheme. The Trustee shall carry out the settlements in accordance with the dictates of the specific transactions subject to the Regulations, the offering document and the terms of this Deed. The Management Company shall ensure the settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement and the Trustee, on its side, shall ensure that the settlement is handled in a timely manner in accordance with dictates of the transaction subject to the NBFC Rules, and the NBFC Regulations, the Offering Document and the terms of this Deed.
- 23.2** The Trustee shall ensure that, where applicable, payments against Investments are made against delivery and vice versa.
- 23.3** The Trustee shall promptly forward to the Management Company any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust Funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock or other exchange or any other party having any connection with the transaction.
- 23.4** The Trustee shall also, if so required by the nature of such notices or documents mentioned in the clause 23.3 above, act on the instruction of the Management Company in a manner that is in the best interest of

the Scheme. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs reasonably incurred from the Scheme.

- 23.5** The Management Company shall intimate the Trustee with regard to dividends, other forms of income or inflows, and any rights or warrants relating to the Investments that are due to be received. The Trustee shall report back to the Management Company any such amounts or warrants that are received on such accounts from time to time.
- 23.6** The Trustee shall provide proxies or other forms of powers of attorney to the order of the Management Company with regard to any voting rights attaching to any investment.

## 24. OTHER MATTERS RELATING TO THE SCHEME

- 24.1 Declaration of Net Asset Value based prices**  
The Management Company shall, at such frequencies as are prescribed in the Offering Document, determine and announce the Net Asset Value based prices. Under certain circumstances as provided in the Trust Deed, the Management Company may suspend the announcement of the prices.
- 24.2 Issuance (Offer) and Redemption (Repurchase) of Units**  
The Registrar shall process Issuance and Redemption applications as well as conversion / switching, pledge and transfer application in accordance with the Offering Document. Based on the prices applicable to the relevant Issuance or Redemption, the Registrar shall determine the number of Units to be issued or redeemed. Under certain circumstances as provided in the Trust Deed, the Management Company may suspend the issuance and / or Redemption of Units.

## 25. VOTING RIGHTS ON TRUST PROPERTY

- 25.1** All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Scheme and it shall be entitled to exercise the said rights in what it may consider to be the best interests of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.
- 25.2** The Trustee shall upon written request by the Management Company, at the expense of the Scheme, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorising such attorneys and proxies to vote, consent or otherwise act in respect of any Investment in such form and in favour of such persons as the Management Company may require in writing.
- 25.3** The phrase "rights of voting" or the word "vote" used in this sub-clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval

of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement or any other right as provided under the Ordinance.

- 25.4** Not later than two (2) Business Day of receipt, the Trustee shall forward to the Management Company all notices of meetings and all reports and circulars received by the Trustee as the holder of any Investment.

## 26. UNITS

- 26.1** Units shall be of Par Value of Rs.100/- (Rupees one hundred only). The Management Company may issue Units with Sales Load at its discretion.
- 26.2** After the First Offer, the Offer Price shall be determined from time to time pursuant to sub clause 12.1.3 of this Deed and the NBFC Rules, and the NBFC Regulations.
- 26.3** By a deed supplemental to this Deed the Management Company may at any time with the approval of the Trustee on giving not less than twenty-one days previous notice in writing to each Unit Holder subdivide or consolidate the whole or any part of the Units and the Unit Holders shall be bound accordingly. The Management Company shall require in such notice that each Unit Holder to whom Certificates have been issued, (who shall be bound accordingly) deliver up his Certificates for endorsement or encasement with the number of Units to be represented thereby as a result of such sub-division or consolidation; provided that any delay or failure to deliver up the Certificates shall not delay or otherwise affect any such sub-division or consolidation.

## 27. ISSUANCE (OFFER) OF UNITS

- 27.1** Application for issue of Units shall be made by completing the application for purchase of Units on prescribed form and submitting it to Authorised Branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order, credit card etc. as the case may be in favour of the Trustee and crossed "**Account Payee Only**". Such forms have to be submitted within the announced business hours on the Business Days.
- 27.2** Each Unit Holder(s) shall only be liable to pay the Offer Price of the Units subscribed by him and no further liability shall be imposed on him in respect of any Units held by him. The Units shall be issued only against receipt of full payment.
- 27.3** An application for purchase of Units shall deemed to have been made in accordance with the provisions of the Offering Document(s), if such document(s) prescribes automatic issuance of Units under certain circumstances.

## 28. REDEMPTION OF UNITS

- 28.1** The Trustee shall at any time during the life of the Trust on the instructions of the Management Company authorise redemption of Units out of the Trust Property through duly authorised Distributors.
- 28.2** An application for redemption of Units shall be made by completing the prescribed application form for redemption and submitting it at the Authorised Branch or office of the Distributor. The Distributor may retain a copy of application for redemption and a copy shall be supplied to the Registrar, if so required by the Management Company. No person shall be entitled to redeem only part of the Units comprised in a Certificate; provided however in case where a Certificate is not issued any number of Units may be redeemed by the Unit Holders thereof. The relevant Certificate shall accompany the application for redemption of Units, if issued. In case of application for redemption by joint Unit Holders such application shall be signed by signatories as per the instruction submitted by the investors. Any payment against redemption request or dividend shall be made first named joint Unit Holder(s).
- 28.3** The Trustee may at its option dispense with the production of any Certificate(s) that may have been lost stolen or destroyed upon compliance by the Unit Holders with the like requirements to those arising in the case of an application by him for the replacement thereof. Provided however, in cases of doubts the Trustee and/or the Management Company may at their discretion require the production of any mandate or order from the court before redeeming such Units.
- 28.4** The Management Company shall announce the Redemption Price on each business day. The Redemption Price at which Units shall be redeemed shall be the price fixed by the Management Company under the terms of this Deed. However, in the event Clause 13 comes into application, the redemption value shall be determined in accordance with the procedure laid out in Clause 13.
- 28.5** The Registrar shall verify the particulars given in the application for redemption of Units.
- 28.6** A redemption request shall deem to have been made in accordance with the provisions of the Offering Document, if such document prescribes automatic redemption under certain circumstances.
- 28.7** The maximum interval between the receipt of a properly documented request of redemption of Units and payment of Redemption Price to such Unit Holders(s) shall be six Business Days, subject to Clause 13 hereof.

## 29. ISSUE (OFFER) AND REDEMPTION OF UNITS OUTSIDE PAKISTAN

- 29.1** Subject to exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the

Management Company for the issuance of Units to persons not resident in Pakistan or for delivery in any country outside Pakistan, the price at which such Units may be issued may, at the discretion of the Management Company, include in addition to the Offer Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.

- 29.2** In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may at the discretion of the Management Company include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility.
- 29.3** The currency of transaction of the Scheme is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the issuance or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising there from.

## 30. REGISTRATION OF UNIT HOLDERS

- 30.1** A Register shall be maintained by the Registrar at such place as is agreed by the Management Company. The Management Company shall ensure that the Registrar shall comply with all relevant provisions of this Deed and the NBFC Rules and the NBFC Regulations.
- 30.2** The Management Company shall ensure that the Registrar shall at all reasonable times during business hours give the Trustee and its representatives access to the Register and to all subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without charge but neither the Trustee, nor its representatives shall be entitled to remove the Register or to make any entries therein or alterations thereto.
- 30.3** The Registrar shall, within seven Business Days of receiving a written request from any Unit Holder, post (or send by courier or through electronic means) to such Unit Holder details of such Unit Holder's account in the Register. Such service shall be provided free of charge to any Unit Holder requesting so once in any financial year. The Management Company may prescribe reasonable charges for servicing of any additional requests.
- 30.4** The Register shall contain the following information:

- a) Full names, father's/husband's name and addresses of each Unit Holder and joint Unit Holders together with the copy of the CNIC number and / or copy of passport (if applicable);
- b) The number of the Units held and the distinctive numbers of Certificate(s), if any
- c) The date on which the name of every Unit Holder was entered in respect of the Units standing in his name;
- d) The date on which any transfer or redemption is registered;
- e) Information about lien, pledge or charge of Units;
- f) Tax and Zakat status of the Unit Holder(s);
- g) Record of the signature(s) of the Unit Holder(s);
- h) Nominee(s) of the Unit Holder(s); and

Such other information as Management Company may require.

- 30.5** The Register shall be conclusive evidence as to the Units held by each Unit Holder.
- 30.6** Any change of name or address of any Unit Holder shall forthwith be notified in writing to the Registrar, who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name the surrender of any Certificate(s) previously issued to such Unit Holder and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall, if requested, issue new Certificate(s) to such Unit Holder(s).
- 30.7** The Registrar shall not register more than four joint holders for a Unit. In case of the death of any one of the joint holders the survivor or survivors shall be the only persons recognised by the Trustee as having any title to or interest in the Units held by the joint holders. Provided however, the Registrar or the Trustee or the Management Company may at their discretion request the survivors to provide succession certificate(s) or other such mandate(s) from court(s) or lawful authority(ies), if they consider necessary.
- 30.8** A body corporate may be registered as a Unit Holder or as one of joint Unit Holders.
- 30.9** The Register may be closed with intimation to the Trustee for such period as the Management Company may from time to time determine and after giving at least seven days notice to Unit Holders, provided that it is not closed for more than forty-five days in any Accounting Period.
- 30.10** The Unit Holder shall be the only person to be recognised by the Trustee, the Management Company and the Registrar as having any right, title or interest in or to such Units and the Trustee, the Management Company and the Registrar may recognise the Unit Holder as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust except where required by any court of competent jurisdiction. However, the Management Company may authorise the Registrar to record a lien on any or all Units held by a Unit

Holder in favour of a third party at the request of such Unit Holder or joint Unit Holders as the case may be.

- 30.11** The executor(s) or administrator(s) or succession certificate holder(s) of a deceased Unit Holder (not being one of several joint Unit Holders) shall be the only persons recognised by the Trustee and the Management Company as having title to the Units represented thereby. However, in case of joint Unit Holder, the operation of the account of the joint Unit Holders within the Register will continue as per the mandate and authority given at the time of the opening of account through the investor account opening form or through any subsequent change therein.
- 30.12** Any person becoming entitled to a Unit in consequence of death or bankruptcy of any sole Unit Holder or of the survivor of joint Unit Holders may subject as hereinafter provided upon producing such evidence as to his title as the Trustee shall think sufficient either be registered himself as Unit Holder of such Unit(s) upon giving the Trustee/ the Management Company such notice in writing of his desire or transfer such Unit(s) to some other person upon compliance with all applicable formalities. All the limitations, restrictions and provisions of this Deed relating to transfer shall be applicable to any such notice or transfer as if death or bankruptcy had not occurred and such notice or transfer was a transfer executed by the Unit Holder. Provided however, the Management Company / Registrar or the Trustee may at their discretion request the survivors to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary.
- 30.13** The Trustee shall retain any moneys payable in respect of any Unit of which any person is, under the provisions as to the transmission of Units hereinbefore contained, entitled to be registered as the Unit Holder or which any person under those provisions is entitled to transfer, until such person shall be registered as the Holder of such Unit or shall duly transfer the same.
- 30.14** The Registrar shall, subject to any law in force, ensure at all times and shall endeavour to implement prudent practices to ensure that the Register or the information contained therein of all or any particular Unit Holder(s) is not provided to any third party without expressed permission from the Management Company or the Trustee or the Unit Holder(s) himself, unless any disclosure is required in compliance with any applicable laws, rules and regulations or where such disclosure is required by an appropriate court or competent authority.

## 31. ISSUANCE OF CERTIFICATES

- 31.1** Upon being satisfied that the Offer Price for each Unit or fraction thereof has been received in full from the applicant, the Registrar shall issue an account statement that will constitute evidence of the number of Units registered in the name of the Unit Holder.

- 31.2** Certificates shall be issued on the specimen approved by Trustee only if so requested by the Unit Holder at the time of application or at any later stage and upon payment of a fee not exceeding hundred (100) Rupees per Certificate of any denomination, subject to revision of fee from time to time by the Management Company together with the sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such certificate. The proceeds of such fee will accrue to the Management Company.
- 31.3** Certificates shall only be issued for Units that have been fully paid.
- 31.4** Certificates where requested shall be issued as herein provided not later than twenty-one Business Days after the date of such request. The Certificate may be sent to the Unit Holder or his duly authorised nominee at his own risk by registered post or by courier service or may be collected from the Registrar.
- 31.5** In the case of Units held jointly the Registrar shall not issue more than one Certificate for the Units held by such joint Unit Holders and delivery of such Certificate to the Unit Holder named first therein shall constitute sufficient delivery to all joint Unit Holders.
- 31.6** Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name of the Scheme, the name and address of the Management Company and the Trustee, distinctive serial number and shall specify the number of Units represented thereby and the name and address of the Unit Holder as appearing in the Register.
- 31.7** Certificates may be engraved or lithographed or printed as the Management Company may determine from time to time with the mutual agreement of the Trustee and shall be signed on behalf of the Trustee by duly authorised officer(s) of the Trustee and on behalf of the Management Company by duly authorised officer(s) of the Management Company. Every such signature(s) shall be autographic unless there shall be for the time being in force an arrangement authorised by the Trustee adopting some lithographic or other mechanical method of signature(s) in which event all or any of such signature(s) may be effected by the method so adopted. The Certificates shall also bear the signature of the authorised representative of the Registrar (or a Distributor if so specifically authorised by the Management Company), which shall always be autographic. No Certificate shall be of any force or effect until signed as herein above mentioned. Certificate so signed shall be valid and binding notwithstanding that before the date of delivery thereof the Trustee or the Management Company or the Registrar or any person whose signature appears thereon as a duly authorised signatory may have ceased to be the Trustee, Management Company, Registrar, Distributor or an authorised signatory.

## 32. REPLACEMENT OF CERTIFICATES

- 32.1** Subject to the provisions of this Deed and in particular to the limitations of the denominations of Certificates as may be fixed by the Management Company and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every Unit Holder shall be entitled to exchange upon surrender of the existing Certificate any or all of his Certificates for one or more Certificates of such denominations as he may require representing the same aggregate number of Units.
- 32.2** In case any Certificate is lost, stolen, mutilated, defaced or destroyed, the Registrar with the approval of the Management Company may issue to the person entitled duplicate Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:
- returned the mutilated or defaced Certificate or furnished to the Distributor/Registrar evidence satisfactory to the Management Company and Trustee of the loss, theft or destruction of the original Certificate,
  - paid all expenses incurred in connection with the investigation of the facts; and
  - furnished such indemnity as the Management Company and the Trustee may require.

Neither the Management Company nor the Trustee nor the Registrar, nor the Distributor shall incur any liability for any action that they may take in good faith under the provisions of this sub-clause. Provided further that the Trustee and /or the Management Company may also require issuance of public notices in newspapers at the cost of the pertinent Unit Holders before issuing any duplicate certificates.

- 32.3** Before the issuing of any Certificate under the provisions of this sub-clause the Registrar may require from the applicant for the Certificate the payment to it of a fee not exceeding (Rs. 100/-) one hundred Rupees for each Certificate, subject to revision of fee from time to time by the Management Company together with a sum sufficient in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

## 33. TRANSFER OF UNITS

- 33.1** Every Unit Holder(s) shall be entitled to transfer the Units held by him by an instrument in such form as the Management Company may prescribe from time to time with the approval of the Trustee.
- 33.2** Every instrument of transfer must be signed by both the transferor and the transferee and the transferor shall be deemed to remain the holder of the Units transferred until the name of the transferee is entered in the Register in respect thereof.

- 33.3** Every instrument of transfer must be duly completed in all respects, including affixation of transfer stamps of the requisite value. Where Certificates have been issued the Trustee may dispense with the production of any Certificate where the Certificate have been lost, stolen or destroyed subject to compliance by the transferor with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Deed.
- 33.4** All instruments of transfer shall be retained by the Registrar.
- 33.5** The Registrar with the prior approval of the Management Company and the Trustee shall be entitled to destroy all instruments of transfer or the copies thereof as the case may be which have been registered at any time after the expiration of ten years from the date of registration thereof and all Certificates which have been cancelled at any time after the expiration of three years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of six years from termination of the Trust. The Trustee or the Management Company or the Registrar shall be under no liability whatsoever in consequence thereof and it shall conclusively be presumed in favour of the Trustee or the Management Company or the Registrar that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Registrar and that every Certificate so destroyed was a valid Certificate duly and properly cancelled. Provided always that:
- a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant;
  - b) nothing in this sub-clause shall be construed as imposing upon the Trustee or the Management Company or the Registrar any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and
  - c) reference herein to the destruction of any document includes reference to the disposal thereof in any manner.

## 34. PLEDGE / LIEN OF UNITS

- 34.1** Any Unit Holder / or all joint Unit Holders may request the Registrar to record a pledge / lien of all or any of his/their Units in favour of any third party legally entitled to invest in such Units in its own right. The Registrar shall register a lien on any Units in favour of any third party with the specific authority of the Management Company.
- 34.2** The pledge/lien once registered shall be removed by the authority of the party in whose favour the pledge/lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Registrar, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such

pledge / charge / lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company nor the Registrar takes any responsibility in this matter.

- 34.3** Payments of dividends or the issue of bonus Units, except in the case of Units in central depository system and redemption proceeds of the Units under lien / charge / pledge shall be made to the lien / charge / pledge holder for the account of the Unit Holder or any other such arrangement as may be requested jointly by both the parties.
- 34.4** Where lien/ pledge/ charge on any unit is recorded in the Register, the Management Company and Trustee may concur to make payment to the pledgee, if a request is received from the pledgee or through an order of a competent court and on receipt of such indemnification as Management Company or Trustee may require.

## 35. AUDIT

- 35.1** The Management Company shall at the establishment of the Scheme with the consent of the Trustee, appoint as Auditor, from the approved list of auditors circulated by the Commission from time to time, a firm of chartered accountants, having additional reasonable expertise in Islamic Shariah, who shall be independent of the auditor of the Management Company and the Trustee. The Auditors shall hold office until transmission of the annual report and accounts.
- 35.2** The Management Company may at any time, with the concurrence of the Trustee, remove the Auditors and appoint another Auditor in its place. First Auditors and subsequent Auditors shall not be appointed for more than five consecutive years as specified under relevant rules and regulations, thereafter those auditors shall only be eligible for appointment after the lapse of at least one year.
- 35.3** The following persons shall not qualify to be the Auditors of the Scheme:
- a) A person who is or at any time during the preceding three years was a director, officer or employee of the Management Company or the Trustee or a Shariah Adviser to the Scheme.
  - b) A person who is a partner of, or in employment of, a director, officer, employee of the Management Company or Trustee.
  - c) The spouse of a director of the Management Company or Trustee,
  - d) A person who is indebted to the Management Company or Trustee,
  - e) A body corporate, and
  - f) A person who is the auditor of the Management Company or the custodian appointed by the Management Company

as the investment adviser or the custodian appointed by the investment company;

- 35.4** Appointment of a partnership firm to be the Auditors shall be deemed to be the appointment of all persons who are partners in the firm for the time being.
- 35.5** The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Registrar, Distribution Company or elsewhere and shall be entitled to require from the Management Company, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.
- 35.6** The Auditors shall prepare a written report to the Unit Holders on the account and books of accounts of the Trust and the balance sheet and income and expenditure account and on every other document forming part of the balance sheet and income and expenditure account, including notes, statement or schedule appended thereto.
- 35.7** The contents of the Auditors report shall be as required in the NBFC Rules and the NBFC Regulations.

## 36. ARBITRATION

In the event of any disputes arising out of this Trust Deed or Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed and / or the Offering Document, relating to the Scheme, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned law firms, or senior bankers or senior members of the Karachi Stock Exchange (Guarantee) Limited, (who may even be the heads of corporate members). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

## 37. CONFIDENTIALITY

The Trustee, the Management Company and every director or officer of the said parties who are in any way engaged in the business of the Scheme and all persons employed or engaged by the said parties

in connection with the business of the Scheme shall observe strict confidentiality in respect of all transactions of the Scheme, its Unit Holders and all matters relating thereto and shall not disclose any information or document which may come to his knowledge or possession in the discharge of his duties except when required to do so in the ordinary course of performance of his duties or by law or if compelled by any court of law or a competent authority.

## 38. MISCELLANEOUS

- 38.1** Any notice required to be served upon the Unit Holders shall be deemed to have been duly given if sent by post or courier service to or left at his address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted. Service of a notice or document on any one of several joint Unit Holders shall be deemed effective service on the other joint Unit Holders.
- 38.2** Any notice or document sent by post or courier service to or left at the registered address of a Unit Holder shall notwithstanding that such Unit Holder be then dead or bankrupt and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 38.3** The Management Company may advertise any such notice in two leading daily newspapers in Pakistan having their wide circulation in the country and this will be a good discharge of requirements of service of notice provided hereinabove.
- 38.4** If at any time, any clause of this Trust Deed is or becomes in whole or in part illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity and enforceability of the remaining clauses of this Trust Deed hereof, shall not in any way be effected or impaired thereby.
- 38.5** A copy of this Deed and of any such supplemental deed shall be made available for inspection at the respective Head Offices of the Trustee and of the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge not exceeding (Rs. 100/-) one hundred Rupees per copy or at such rate as determined from time to time by the Management Company.

## 39. DEFINITIONS

Unless the context requires otherwise the following words or expressions used in this Trust Deed shall have the meanings respectively assigned to them:

- 39.1** **“Accounting Date”** means the thirtieth day of June in each year and any interim dates at which the financial statements of the Scheme are drawn up. Provided, however, that the Management Company may with the consent of the Trustee and after obtaining approval of the SECP and complying with other applicable laws, change such date to any other date.
- 39.2** **“Accounting Period”** means a period ending on and including an Accounting Date and commencing in case of the first such period, on the date on which the Trust Property is first paid or transferred to the Trustee and in any other case, from the first day subsequent to the end of the preceding Accounting Period.
- 39.3** **“Auditor”** means auditor of the Scheme appointed by the Management Company with the consent of the Trustee in accordance with the provisions of this Deed and the NBFC Rules, and the NBFC Regulations.
- 39.4** **“Shariah Compliance Auditor”** means the Shariah Compliance Auditor of the Scheme appointed by the Management Company with the consent of the Shariah Advisor and Trustee in accordance with the provisions of this Deed and the NBFC Rules and the NBFC Regulations.
- 39.5** **“Authorised Branch (es)”** means those branches of the Distributors which are authorised to perform the Distribution Functions by the Management Company.
- 39.6** **“Authorised Investment”** means the Investments (as per guidance of Shariah Advisor) transacted, issued, traded or listed inside or outside Pakistan and includes any of the following:
- 39.6.1 Certificate of Investments based on Shariah Compliant Structures.
- 39.6.2 Placement of funds Contracts, securities, instruments issued by companies, organizations, and establishments issued on the Islamic principles, including but not restricted to, of Bai’ Mu’ajjal, Bai’ Salam, Istisna’, Ijarah, Mudarabah, Murabaha, and Musharakah (certificates).
- 39.6.3 Placements of funds under Mudarabah, Murabaha, and Musharakah, Istisna’ and Ijarah arrangements.
- 39.6.4 Secured and unsecured, listed or privately placed Shariah compliant debt securities including Sukuks and Shariah based bonds (and other types of sovereign Islamic bonds) issued by Local governments, government agencies statutory bodies, private and/or public entities, and/or financial institutions or a Non Sovereign entity.
- 39.6.5 Shariah Compliant asset-backed securities.
- 39.6.6 Shariah Compliant Term Finance Certificates and Participation Term Finance Certificates.
- 39.6.7 Spread transaction in Shariah Compliant local listed securities, Global Depository Receipts (GDR) and/or American Depository Receipts (ADR), as the case may be, issued by entities, as approved by the Shariah Advisor.
- 39.6.8 Shariah Compliant debt/money market instruments or Government securities.
- 39.6.9 The Fund may seek to invest in other Shariah compliant investments (foreign debt or fixed income Shariah compliant securities) available outside Pakistan (issued listed or otherwise traded outside Pakistan) including international certificates of investment subject to applicable laws and necessary regulatory and Shariah approvals i.e. such terms guidelines and directions as may be issued by the commission and/or State Bank of Pakistan from time.
- 39.6.10 The Fund may also hold assets in the form of the riba-free cash deposits including deposits in foreign currencies (subject to the applicable rules and regulations) with Banks and financial institutions offering Shariah compliant accounts e.g. Islamic Banks and licensed Islamic Banking windows of conventional banks.
- 39.6.11 Any other Shariah compliant instrument or non-riba based securities that may be allowed by the commission from time to time and is as per the guidelines of Shariah Advisor
- 39.7** **“Back-end Load”** means the sales and processing charges, payable as specified under clause 12.2.1, which are deducted, subject to the condition that the Management Company may impose on Redemption of Units at the time of issuance, from the Net Asset Value in determining the Redemption Price.
- 39.8** **“Bank”** means a Islamic bank or Islamic wing of commercial bank as defined under the State Bank of Pakistan Act, 1956 and licensed to carry on banking business and shall include a bank outside in Pakistan licensed to carry on business in Pakistan as a Islamic bank or Islamic wing of commercial Bank
- 39.9** **“Bank Accounts”** means those accounts open and maintained for the Scheme by the Trustees at Banks, the beneficial ownership in which shall rest in the Unit Holder.
- 39.10** **“Broker”** means any person licensed by the SECP as a broker for effecting transactions in securities for the account of others.
- 39.11** **“Business/Dealing Day”** means a day when banks are open for business in Pakistan.
- 39.12** **“Certificate”** means the definitive certificate acknowledging the number of Units registered in the name of a Holder issued at the request of such Unit Holder pursuant to the provisions of this Deed.
- 39.13** **“Connected Person”** shall have the same meaning as assign to it in the NBFC Rules.

- 39.14** **“Constitutive Documents”** means the principal document governing the formation, of the Scheme and all related material agreements.
- 39.15** **“Core Investors”** of the Scheme shall be such initial investors during Pre IPO whose subscription shall in aggregate be in compliance of the requirements of Regulation 61(2)(e) of the NBFC Regulations. The Core Investors shall be issued with Core Units representing their subscriptions. Details of the Core Investors shall be included in the Offering Document that shall be issued for this Trust.
- 39.16** **“Core Units”** shall mean such Units of the Scheme that are issued to Core Investors with the condition that these are not redeemable for a period of two years from the date of issue. Such Units are transferable with this condition but otherwise shall rank pari passu with all other Units, save for this restriction. Any transfer of the Core Units, during the first two years of their issue, shall be affected only on the receipt by the Registrar of a written acceptance of this condition by the transferee.
- 39.17** **“Custodian”** includes a bank licensed under the Banking Companies Ordinance, 1962 (LVII of 1962) or a trust company which is a subsidiary of such a bank or a central depository company approved by the SECP or an NBFC carrying out investment finance services provided it has been approved by the SECP to act as custodian or such other company as may be approved by the SECP to act as custodian;
- 39.18** **“Distribution Account”** means the account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holders shall be transferred. Mark-up, income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main Bank Account of the Scheme from time to time as part of the Trust Property for the benefit of the Unit Holders.
- 39.19** **“Distributor(s) and Distribution Company”** means company (ies) or firm(s) or Bank(s) or any other financial institution(s) or central depository company, if appointed by the Management Company for performing any or all of the Distribution Functions and shall also include the Management Company if it performs any or all of the Distribution Functions.
- 39.20** **“Distribution Functions”** means the functions with regard to:
- 39.20.1 Receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- 39.20.2 Interfacing with and providing services to the Holders including receiving redemption / transfer / pledge applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Registrar as appropriate; and
- 39.20.3 Acknowledging receipts in respect 39.20.1 and 39.20.2 above;
- 39.20.4 Accounting to the Management Company for (i) moneys received from the applicants for issuance of Units (ii) payments made to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions.
- 39.21** **“Duties and Charges”** means in relation to any particular transaction or dealing, all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other Duties and Charges in connection with the issue, sale, transfer, redemption or purchase of Units or the sale or purchase of investments or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such Duties and Charges are payable but do not include any Front-end Load, Sales Load, Back-end Load, Contingent Load, the remuneration payable to the Distribution Company or any commission payable to agents on sales and redemption of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 39.22** **“First Offer”** means the price of Rs. 100 per Unit during the initial offering period determined by the Management Company, which shall not exceed a period of ten days (provided that this period may be extended with the prior approval of SECP)
- 39.23** **“Formation Cost”** means all preliminary and floatation expenses of the scheme including expenses in connection with authorisation of the Scheme and its application fee payable to SECP, execution and registration of the Constitutive Document, issue, legal costs, printing, circulation and publication of the Offering Document, marketing and announcements describing the Scheme inviting investment therein and all expenses incurred up to the close of First Offer.
- 39.24** **“Front-end Load”** means the sales and processing charges, payable as specified under clause 12.39.3, which are included in the Offer Price of Units.
- 39.25** **“Government Securities”** includes monetary obligations of the Federal Government or Provincial Government or of a Corporation wholly owned or controlled, directly or indirectly, by the Federal Government or a Provincial Government and guaranteed by the Federal Government and any other security as the Federal Government may, by notification in the Official Gazette, declare, to the extent determined from time to time, to be Government Securities
- 39.26** **“Halal”** means anything permitted by the Shariah
- 39.27** **“Haram”** means anything prohibited by the Shariah
- 39.28** **“Holder” or “Unit Holder”** means the investor for the time being entered in the Register as owner of a Unit or a fraction thereof including investors jointly so registered pursuant to the provisions of this Deed.

- 39.29** **“Investments”** means any Authorised Investment forming part of the Trust Property.
- 39.30** **“Investment Facilitator”** (Facilitator) means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme.
- 39.31** **“NBFC Regulations”** mean Non-Banking Finance Companies and Notified Entities Regulations, 2007, as amended or substituted from time to time and inclusive of any specific or general relaxations in respect of applicability of such regulations granted or to be granted by SECP.
- 39.32** **“NBFC Rules”** mean Non-Banking Finance Companies (Establishment and Regulation) Rules 2003, as amended or substituted from time to time and inclusive of any specific or general relaxations in respect of applicability of such Rules granted or to be granted by SECP and / or the Federal Government, as appropriate.
- 39.33** **“Net Assets”** shall have the same meaning as in the NBFC Rules.
- 39.34** **“Net Assets Value”** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding
- 39.35** **“Offer Price”** means the sum to be paid to the Trustee for issuance of one Unit, such price to be determined pursuant to clause 12.1 of the Trust Deed.
- 39.36** **“Offering Document”** means published document containing information on a Scheme to invite the public for purchase of certificates or Units of the Scheme;
- 39.37** **“Online”** means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.
- 39.38** **“Ordinance”** means the Companies Ordinance, 1984, as amended from time to time.
- 39.39** **“Par Value”** means the First Offer price of a Unit that shall be determined by the Management Company till the time of circulation of the Offering Document to invite offers by the public to invest in Scheme.
- 39.40** **“Pre IPO”** means period during which the investors have subscribed to the scheme before the initial public offer.
- 39.41** **“Redemption Price”** means the amount to be paid to the relevant Holder of a Unit upon redemption of that Unit, such amount to be determined pursuant to clause 12.2 of this Deed.
- 39.42** **“Register”** means the Register of the Holders kept pursuant to the NBFC Rules, the NBFC Regulations and this Trust Deed.
- 39.43** **“Registrar or Transfer Agent”** means an organisation that the Management Company may appoint for performing the Registrar Function and also includes the Management Company if it performs any or all of the Registrar Functions.
- 39.44** **“Registrar Functions”** means the functions with regard to:
- 39.44.1 Maintaining the Register;
- 39.44.2 Processing requests for issue, redemption, transfer and transmission of Units and requests for recording of pledges and lien or for recording of changes in data with regard to the Unit Holders
- 39.44.3 Issuing account statement to the Holders;
- 39.44.4 Issuing and dispatching of Certificates;
- 39.44.5 Dispatching income distribution warrants and bank transfer intimations or any other instrument; and
- 39.44.6 Cancelling old Certificates on redemption or replacement.
- 39.45** **“Sales Load”** means the sales and processing charge or commission (excluding Duties and Charge) not exceeding five percent of, the Offer Price in case of Front-end Load and the Net Asset Value in case of Back-end Load. All Sales Loads collected would accrue to the Management Company.
- 39.46** **“SECP”** means the Securities and Exchange Commission of Pakistan
- 39.47** **“Stock Exchange”** mean Stock Exchanges, registered under the Securities and Exchange Ordinance, 1969.
- 39.48** **“Shariah”** or **“Islamic Shariah”** means divine guidance as given by the Holy Quran and the Sunnah of Prophet Muhammad (Peace Be Upon Him) and embodies all aspects of the Islamic faith.
- 39.49** **“Shariah Advisor”** means an expert in Islamic Shariah appointed the Management Company either in an individual capacity or as a member of the Shariah Advisory Board of the Fund.
- 39.50** **“Shariah Advisory Board”** means a board of Shariah Advisors acting collectively on all matters pertaining to the Scheme.
- 39.51** **“Shariah Compliant”** shall mean any activity that is approved by the Shariah Advisor or Shariah Advisory Board to be in accordance with the Islamic Shariah.
- 39.52** **“Shariah Technical Services and Support”** mean the technical guidance, support services, investment guidelines, advices in relation to the investments, transactions and other activities of the Fund as provided in clause 7.3 of this Deed to be in consonance with the principles of Islamic Shariah

- 39.53** **“Shariah Technical Services and Support Provider”** means the service provider appointed by the Management Company to provide Shariah Technical Service and Support.
- 39.54** **“Transaction Costs”** means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Scheme’s portfolio, necessitated by creation or cancellation of Units. Such costs may be added to the NAV for determining the Offer Price of Units or be deducted from the NAV in determining the Redemption Price. The Transaction Costs may not normally be applied in determining these prices, however, if the Management Company is of the view that it is in the overall interest of the Unit Holders, it may, in consultation with the Trustee, apply such charges either to the Offer and / or the Redemption Price. The Management Company may, however, apply Transaction Costs while determining Offer or Redemption prices, without consulting the Trustee provided the difference between the Offer Price and the Redemption Price does not exceed five percent. The element of Transaction Costs taken into account in determining the prices and collected so, shall form a part of the Trust Property.
- 39.55** **“Trust Deed”** or **“Deed”** means this deed executed between the Management Company and the Trustee along with all exhibits appended hereto (if any).
- 39.56** **“Trust Property”** shall consist of:
- 39.56.1 The aggregate proceeds of all Units issued from time to time after deducting the sum of: (a) Duties and Charges; (b) applicable Sales Load; and (c) any other expenses chargeable to the Scheme.
- 39.56.2 All Investments made by the Trustee in terms of this Deed and all income, profit (including accrued profits) and other benefits arising there from and all cash and other assets including moveable or immovable and property of every description (including present and future actionable claims) for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Holders pursuant to this Deed; and
- 39.56.3 Amounts standing to the credit of the accounts maintained by the Scheme, including profits accruing therein, until, from time to time, such amounts (or part thereof) are actually paid to Holders upon receipt of a request by such Holders to redeem their Units in accordance with the provisions of this Deed.
- 39.57** **“Unit”** means one undivided share in the Trust.
- 39.58** **“Zakat”** has the same meaning as in Zakat and Ushr ordinance (XVIII of 1980)

Words and expressions used but not defined herein shall have the meanings assigned to them in the Ordinance and NBFC Rules and the NBFC Regulations, words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words “written” or “in writing” include printing, engraving lithography, or other means of visible reproduction. The headings and table of contents are for convenience only and shall not affect the construction of this Trust Deed.

**IN WITNESS WHEREOF THIS DEED has been executed on the day and year first above written.**

The Common Seal of KASB Funds Limited was hereunto affixed in the presence of

**Seal**

(1) \_\_\_\_\_  
Chief Executive Officer

(2) \_\_\_\_\_  
Chief Financial Officer & Head of Operations

**IN WITNESS WHEREOF THIS DEED has been executed on the day and year first above written.**

The Common Seal of Central Depository Company of Pakistan Limited was hereunto affixed in the presence of

**Seal**

(1) \_\_\_\_\_  
Chief Financial Officer & Company Secretary

(2) \_\_\_\_\_  
Head of Trustee and Custodian

**Witnesses**

(1) Name \_\_\_\_\_  
CNIC \_\_\_\_\_

Signature \_\_\_\_\_

(2) Name \_\_\_\_\_  
CNIC \_\_\_\_\_

Signature \_\_\_\_\_

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