Date: 27/08/2021

DIRECTORATE TRUST REGISTRATION CERTIFICATE OF INDUSTRIES, SINDH (KARACHI)



hereby certify that UBL GROWTH AND INCOME FUND

its trustee Central Depository Company Of Pakistan Limited, situated at CDC House, 99-B,

Block B, S.M.C.H.S, Main Shahrah-e-Faisal and registered fund Office at 4th Floor, STSM

Building, Beaumont Road, Civil Lines , Karachi, has this day been duly registered under

Section 16 of the Sindh Trust Act, 2020.

Given under my hand and seal at, KARACHI, this 27 th day of August 2021.

Seal



Hefwar.

(HISHMAT MEGHWAR)

ASSISTANT DIRECTOR (TRUST)

DIRECTORATE OF INDUSTRIES

GOVERNMENT OF SINDH, KARACHI

Fee Rs 10,500/

NOTE: It is informed that, in case of any amendment in a trust by trustee shall also be registered under section 16-A (3) of Sindh Trust (Amendment) Act 2021.



TRUST DEED

UBL Growth & Income Fund (UGIF)

An Open Ended Aggressive Fixed Income Scheme



UBL Fund Managers Limited (UBL Funds)

And

Central Depository Company of Pakistan Limited

THIS TRUST DEED IS A "REPLACEMENT" TRUST DEED AND SUPERSEDES AND REPLACES THE INITIAL TRUST DEED (INCLUDING ALL SUPPLEMENTAL TRUST DEED) OF THE FUND PUBLISHED BY UBL FUND MANAGERS, AS THE MANAGEMENT COMPANY

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Through with Address: Neljee Street, Jodia Bazar MUHAMMAD SIDDIQUE STAMP VENDO ssue to with Address: 3rd Floor, Attached Hyder Chamben Date: S No:

Stamp Venders Signature:

JUN 2021

Registration No THI PUPEES TWO THOUSAND ONLY

Date

Re-amended and Restated Trust Deed

number RD:1110/SRO:17/Doc Type:34 at the office of sub-registrar I, Jamshed town, Karachi, and now being registered under Sindh Trust Act - 2020 with a notation that the existing Trust will continue and all actions taken and transactions effectuated in the past will remain. December 20, Growth & Income Income Fund (UGIF) registered under the Trust Act 1882 on Date 2017 vide registration number 1110, book no. IV along with micro film 1882 on Date

THIS TRUST DEED is made and entered into at Karachi on this day of June 2021

Name of the Scheme

UBL Growth and Income Fund (UGIF)

Category, Type and Benchmark of the Scheme

2

- 2) Category: Open End
- 6 Aggressive Fixed Income Fund
- 0 Benchmark: The Benchmark of UBL G own HINDS d Income Fund (UGIF) shall be:
- Any other Benchmark, as disclosed in the Offering Document.

 DIRECTORATE OF INDUSTRIES

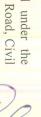
Trustee

One (1) Year KIBOR rates; Or

- Participating Parties and Constitution of the Trust
- permits shall include its successors in interest and assigns) of the one part; and I. UBL FUND MANAGERS LIMITED (UBL FUNDS), a company incorporated under the Companies Ordinance, 1984 with its registered office at 4th Floor, STSM Building, Beaumont Road, Civil Lines Karachi and Corporate Office at 8th Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan (hereinafter called the "Management Company" which expression where the context so



CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED J, a public limited



Registration No KAR(ST)092/202

assigns) of the other part. which expression, where the context so permits, shall include its successors-in-interest and company incorporated in Pakistan under the Companies Ordinance, having its registered office at CDC House, 99-B, S.M.C.H.S., Main Shahra-e-Faisal, Karachi (hereinafter called the "Trustee",

WITNESSETH:

- A Commission of Pakistan (hereinafter referred to as the "SECP") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall attached hereto as Annexure "A" dated June 08, 2016 & License No. AMCW/UBLFM/12/2016 dated July 15, 2016 include any amendments thereto and substitutions thereof) for the purpose of undertaking asset management services under License No. NBFC AMCW/11/UBLFM/AMS/05/2016 Management Company has been licensed by the Securities and Exchange is referred to as the "SECP") as an Asset Management and Banking Finance Companies (Establishment and
- B this Trust Deed; Trust as a notified entity under Section 282CA of the Ordinance for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and renamed "UBL Growth and Income Fund", vide Supplemental Trust Deed (hereinafter referred to as "the Scheme" or "the Trust" or "the Unit Trust" or "the Fund") and to The Management Company has been authorized by the SECP vide its letter reference No. NBFC-II/JD(R)/UAMC-URIF/975 dated December 02, 2004 register this amended and restated Trust Deed ("the Deed"), pending registration of the herewith as Annexure "B" to constitute the Trust under the name and title of "United Income Fund", renamed "United Growth and Income Fund" and then later attached
- 0 contained and the tariff structure for trusteeship as per Annexure "C" attached herewith; and the Trustee has accepted such appointment upon the terms and conditions herein The Management Company has nominated and appointed CDC as Trustee of the Scheme
- D attached herewith as Annexure "D"; The SECP has also approved the appointment of the reference No. NBFC-II/JD(R)/UAMC-RIF/874/2004 Trustee vide its letter bearing dated October 19, 2004

4. Governing Law and Jurisdiction

- 4.1 this Trust Deed directives, circulars, the latter shall supersede and prevail over the provisions contained in event of any conflict between this Trust Deed and the provisions of the Rules Deed without requiring any modification unless specifically required by the SECP, directive, that all the provisions required to be contained in a trust deed pursuant to such amendments time. Where any Rules or Regulations are amended, any directives are issued or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever issued by SECP and all applicable laws and regulations as amended or replaced from time to Pakistan, including the Ordinance, Rules and the Regulations, any directives or circulars This Trust Deed (Amended and Restated) shall be subject to and governed by the laws of relaxation or exemption shall be deemed to have been incorporated in this Trust Regulations.
- 4.2 Subject to the Clause 22 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.

CDC

The last

5. Declaration of Trust

- 5.1 amount till the time of IPO. Subject to the amount received from Pre IPO Investors, which shall be possessed by the in the capacity of custodian, shall be the right of those investors invested such
- 5.2 It is hereby irrevocably and unconditionally declared that:
- The Trustee shall hold and stand possessed the Trust Property that may from time to time the Unit Holder(s) ranking pari passu inter se, according to the number of Units held by each Unit Holder(s); hereafter be vested in the Trustee upon trust as a single common fund for the benefit of

Registration Norschaff ST/CP2/264

6) The Trust Property shall be invested or disinvested from time to time by the Trustee at and the conditions stipulated in this Deed, the Offering Documents, the direction of the Management Company strictly in terms of the provisions contained Regulations and the conditions (if any) which may be imposed by the SECP from time to the Rules, the

C The Management Company shall establish, manage, operate and administer the Fund in and the Offering Document as amended from time to time. accordance with the Rules Regulations, any directive or circular on the matter this Deed

6. Effect of this Deed and Status of Unit Holder(s)

6.1 Deed Binding on Each Unit Holder

The terms and conditions of this Trust Deed as amended, as per the term of Clause 20 of this Deed, from time to time shall be binding on each Unit Holder as if the Unit Holder had been party to it and shall be bound by its provisions and shall be deemed to have authorized and of this Deed and the Regulations. required the Trustee and the Management Company to do as required of them by the terms

6.2 Unit Holder(s) Not Liable to Make Further Payments

No Unit Holder(s) shall be liable to make any further contributions to the Fund after he has paid the purchase price of the Units as specified in the Offering Document and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him.

6.3 Units to Rank Pari Passu

pari passu according to the number of Units held by each Unit Holder, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Trust proportionate to the Units and fractions held by such Unit Holder and shall have such rights as are set out in this Deed and the Offering Document. All Units and fractions thereof represent an undivided share in the Scheme and shall rank

6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations

7. Role of the Management Company

- 7.1 Deed and the Offering Document. The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations directives, circulars and guidelines issued by SECP and this
- 7.2 The Management Company may incidental thereto; provided that such procedures are not inconsistent with the provisions of the Rules and the Regulations any directives, circulars and guidelines issued by SECP and procedures for conducting the business of the Trust or in respect of any other matter from time to time, with the consent of the Trustee, frame
- 7.3 applications in this regard. by investors in the Scheme and to make adequate arrangements for receiving and processing The Management Company shall be responsible to facilitate investments and disinvestments
- 7.4 remove or replace one or more suitable particles on Distribution Function(s) at The Management Company, shall from time to time under intimation to the Trustee appoint, Management Company may also itself act as more suitable persons, entities or parties as Distributor(s) Function(s) at one or more location(s). Provided that a Distributor for carrying on Provided that the Distribution for
- 7.5 The Management Company may, at its own responsibility and costs (to be borne either from website of the AMC Investment Facilitators appointed by AMC Facilitators to assist it in promoting sales of Units. front end load or management fee received), from time to time appoint Investment shall be made available at all times on the An updated list of Distributors and



Date 27 /08/252/264

- 7.6 matter or thing done or suffered or omitted to be done in good faith hereunder. thereof or thereby and it shall not incur any liability by reason of any error of law or any Deed and the Offering Document, the Management Company shall not be under any liability may delegate any of its functions as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of this liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it expressly assumed by The Management Company shall not be under any liability except such liability as may be Documents, nor shall the Management Company (save as herein otherwise provided) be ij under the Rules, Regulations, this Deed and the Offering
- 7.7 Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee officer(s) The Management Company shall nominate and notify to the Trustee one or more of to act as authorized persons for interacting with and giving instructions to the
- 7.8 entering into the transaction so as to facilitate timely settlement] Management Company shall ensure that settlement instructions are given promptly after instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall, from time to time, advise the Trustee of any settlement
- 7.9 The Management Company shall provide the Trustee with regular reports indicating interest income and other forms of income or inflows, relating to the investments that are due to be
- 7.10 The Management Company may, if it considers necessary for the protection of Trust respect of the Trust Property or any part thereof at the cost of the Fund defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or
- 7.11 The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc of Units in the Offering Document of the Scheme and on its website
- The Management Company shall ensure that all the designated points for acceptance of appropriate date and time stamping mechanism for timely acknowledgement of the said applications for issuance, redemption, conversion, etc of units of the Scheme have
- 7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

8. Role of the Trustee

8.1

- there under, this Deed and the Offering Document. The trustee shall perform its role as specified in the Rules, Regulation and directives issued
- 8.2 change in such authorized persons shall be promptly notified to the Management Company performing the Trustee's functions and for interacting with the Management Company. Any Trustee shall nominate one or more of its officers to act as authorized persons
- 8.3 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 entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian act as the Custodian(s) for holding and protecting the Trust Property and every part thereof replace from time to time one or more bank(s) and/or other depository company(ies) etc. to The Trustee shall under prior intimation to the Management Company appoint, remove or pepos

Trustee

8.4 officers, nominees or agents gross negligence or any reckless act or omission of the Trustee or any of its directors, the Trust for any loss in value of the Trust Property where such loss has been caused by delegate any of its duties, as if these were its own acts and omissions and shall account to The Trustee shall be responsible for the acts and omissions of all persons to whom it may

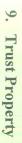


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- 0.5 given by the Management Company, the Trustee may accept as sufficient evidence thereof: request of the Management Company provided it is not in conflict with the provisions of this The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this performance of its duties under this Trust Deed or in accordance any instruction, certificate, notice, direction or other communication is required to be with or pursuant to any
- a) authorized in writing by the Management Committee to accept; and a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being
- any Instructions received online through the instructions from the authorized representative(s Management Company/Trustee in consultation with each other shall be deemed to be software solution adopted by
- 8.6 Property due to any elements or circumstances of Force Majeure The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust
- 8.7 under any liability thereof 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 In the event of any loss caused due to any gross negligence or willful act and/or hereunder thereto or compensate the Trust to the extent of such loss. However the trustee shall not be the Trustee shall have an obligation to replace the investment of the same class and issue together with all rights and privileges pertaining lost investment forthwith with similar
- 00.00 to time in respect of the Trust Property and all other matters relating to the Trust. 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
- 8.9 provided) all such losses, claims, damages and other liabilities shall be borne by the Trust. 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 authorized corporate or shareholders' action or otherwise howsoever and (save as herein otherwise the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or respect of any losses, claims, damages or other liabilities whatsoever contained in this Deed, the shall be available in respect of any action taken against the Trustee for gross negligence or director(s) and officer(s). All costs, charges and expenses (including legal fees) incurred Regulations. indemnified against all such costs, charges and expenses: Provided that no such indemnity instituting or defending any such action shall be borne by the Trust and the Trustee shall be defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in protection of The Trustee shall, if requested by Management Company or if it considers necessary for the of its duties in connection with the Trust under this Deed or the Rules and tions. For the avoidance of doubt it is clarified that notwithstanding anything Trust Property or safeguarding the interest of Unit Holder(s), institute or Trustee and the Management Company shall not be suffered or incurred liable
- 8.10 The Trustee assumed by it under the Rules and Regulations and this Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation good faith hereunder. by reason of any error of law or any matter or thing done or suffered or omitted to be done in Trustee shall not be under any liability thereof or thereby and it shall not incur any liability reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability thereof or thereby and it shall not incur any liability custody of the Trust Property forming part of the Deposited Property shall not be under any liability except such liability as may be If for any expressly Depos

Trustee

8.11 The Trustee shall promptly forward to the Management Company within one Business Day transaction or from any court, government, regulator, stock exchange or any other exchange. of capital or for any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment reports or other documents issued by the issuers of securities, recipients of any other reason), any depository, an intermediary or agent



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- 9.1 as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property. Holder(s) pursuant to this Deed but does not include any amount payable to the Unit Holders the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit therefrom and all cash, bank balances and other assets and property of every description for The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs and any applicable Sales Load, shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising
- 9.2 income earned, as selected by such investors. paid to such investors either in cash or issue additional units for an amount equal to the The income earned on the investments of pre IPO Investors up to the start of IPO may be
- 9.3 Bank accounts for the Fund shall always be in the name of the Trustee.
- 9.4 The Trust Property shall initially be constituted out of the proceeds received from investors till the time of Public Offering (PO) after deducting any applicable Duties and Charges, Transactions Costs and Front-end Loads therefrom.
- 9.5 shall be payable out of the Trust Property. All expenses incurred by the Trustee in effecting the registerable Investments in its name
- 9.6 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 as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or the Custodian or any other person. Except as specifically provided in this Trust Deed, the Trust Property shall always be kept as

10. Voting Rights on Trust Property

- All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest 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
- 10.2 require in writing. investment in such form and in favor of such persons as the Management Company may authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any delivered to the Management Company or their nominees powers of attorneys or proxies the Trust Property, from time to time execute and deliver or cause to be executed or The Trustee shall upon written request by the Management Company and on account of
- casting the vote in favor or against any resolution for a period of six years in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for abandonment of any rights attaching to any Investment and the right to requisition or join to or approval of any arrangement scheme or resolution or any alteration in The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent

11. Investment of Trust Property and Exposure Limits

Trustee 00

11.1 **Investment Objective**

generate competitive, long-term, risk-adjusted returns fixed income instruments as well as short-tenor money market instruments and seeks to UGIF is an open-end Aggressive Fixed Income Fund, investing in medium to long-term

11.2 Investment Policy

and directives issued by SECP and shall be specified in the Offering Document. The Investment Policy of the Fund shall be in accordance with the Rules, Regulations



Date 27/08/201

11.3 Investment and Exposure Limits

The Trust Property shall be invested by the Trustee from time to time as directed by the Management Company subject to the provisions of Rules, Regulations and directives issued thereunder and the Offering Documents.

11.4 Financing Arrangements / Borrowing Restrictions

- 11.4.1 institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days Subject to any statutory requirements for the time being in force and to the terms and the time of borrowing or such other limit as specified by the Commission. and such borrowing shall not exceed fifteen per cent of the Net Asset of the Scheme at account of the Scheme, conditions herein contained, the Management Company may arrange with the approval of the Trustee, from Banks borrowing for
- shall not be higher than the normal prevailing bank charges or normal market rates against financings on account of the Scheme as permissible under Clause 11.4.1 above, The charges payable to any bank, non-banking finance companies or financial institution
- Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing 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 financings
- above, on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property. For the purposes of securing any borrowing the Trustee may, subject to clause 11.4.1
- 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 Neither the Trustee nor the Management Company shall incur any liability by reason of hereunder in good faith.

11.5 Transactions with Connected Persons

directives issued by SECP and shall be specified in the Offering Document Transaction with connected persons shall be in accordance with the Rules, Regulations and

12. Valuation of Property and Pricing

12.1 Valuation of Assets & Liabilities and Net Asset Value of the Fund

The method for determining the value of the assets and liabilities and the Net Asset Value would be as specified in the Regulations and the directives issued thereunder by the Commission from time to time

12.2 Determination of Purchase (Offer) Price

- 12.2.1 by Management Company and subsequently at the price calculated and announced by the Management Company for every Dealing Day through its website and MUFAP. After the Initial Period, the Offer Price offered through Public Offering shall be calculated and announced by the Management Company for every Dealing Day through its website and to Mutual Fund Association of Pakistan (MUFAP). On first day of Initial Public Offering Units will be offered at Initial Price as announced
- Documents. time to time as specified in the Regulations, directives issued thereunder and the Offering After the Initial Offer, the Offer Price for the Unit Holder(s) shall be determined from
- 12.2.3 of Sales Load, as specified in the Offering Documents The Management Company may announce different classes of Units with differing levels

12.3 Determination of Redemption Price

During the Initial Period, the Units shall not be redeemed. After the Initial Period, the



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Redemption Price shall be calculated and announced by the Management Company for every Dealing Day as specified in the Regulations, directives issued there under and the Offering Documents.

13. Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

13.1 Dealings in Units and Issuance of Certificates

- 13.1.1 Issuance, redemption, transfer, pledge/lien of Units and issuance and replacement of certificates shall be carried out in accordance with the requirements of Rules, Regulations and directives issued there under and the procedures for these shall be specified in the Offering Document.
- 13.1.2 dealt with in accordance with the provisions of the Central Depositories Act, 1997 (XIX of 1997), the Central Depository Company of Pakistan Limited Regulations as amended from time to time, and any notifications or directions given by the Commission. redemption of such Units issued in book entry form or deposited in to the CDS shall be Notwithstanding anything to the contrary contained herein, where the Units are declared CDS Eligible Securities, all matters concerning issuance, transfer, pledge and

13.2 Temporary Change in the Method of Dealing

temporary change in the method of dealing in Units. Offering Document, the Management Company may request the Trustee to approve a Subject to compliance with the Regulations and the circumstances mentioned in the

13.3 Suspension of Redemption of Units

- 13.3.1 redeem Units at a price so determined in accordance with the Net Asset Value (NAV). The Management Company may announce a suspension of redemption and such a measure shall be taken to protect the interest of the Unit Holder(s) in the event of interest of the Scheme or of the Unit Holder(s), 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 extraordinary circumstances Company is of the view that it would be detrimental to the remaining Unit Holder(s) to of the Management Company, constitutes an emergency as a result of which disposal of institutions and scheduled banks, the existence of a state of affairs, which in the opinion including closure of the money market, capital market, capital market infrastructure investment Redemption would not be of Units may be reasonably practicable or might seriously prejudice the suspended during extraordinary circumstances
- 13.3.2 Redemption requests received on the day of the suspension may be rejected or would be redeemed at the redemption price on the first Dealing Day after the removal of the

13.4 Queue System

requests come down to a level below ten percent (10%) of the Units then in issue of the Units in issue, these shall once again be treated on first-come-first-served basis and determining the Redemption Price shall be the fresh requests received on the next Subscription Day still exceeds ten percent (10%) (10%) of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/ or arrange borrowing as it deems fit in the best interest of the 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 repeated and such procedure will be carried over to the next Business Day. However, if the carried over requests and requests. ranking of any requests in comparison to others received on the same Business Day, such issue, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for up to ten percent In the event redemption requests on any day exceed ten percent (10%) of the Units shall be The redemption requests in excess of ten percent (10%) of the Units in issue processed on a shall continue till such time the outstanding redemption proportional basis proportionate to the size of the

CDC

13.5 Suspension of Fresh Issue of Units

13.5.1 The Management Company may, under certain circumstances, suspend issue of fresh

27

Units. These circumstances may include

issuance of fresh units The situation referred in Clause 13.2 or 18 of this Deed;

A situation in which it is not possible to invest the amount received against Or

Company's opinion, against the interests of the existing/remaining unit holders Any other situation in which issuance of fresh units is, II. Management

- the newspapers in which the Fund's prices are normally published. exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in as a result of profit distribution The Management Company shall announce the details of Such suspension may however not affect existing subscribers for the issue of bonus Units
- issuance of Units shall also be kept suspended until and unless redemption of Units is In case of suspension of redemption of units due to extraordinary circumstances the
- 13.5.4 Investment applications received on the day of suspension will not be processed and the amount received shall be returned to the investor.

14. Fees and Charges

14.1 Remuneration of the Management Company and Its Agents

- 14.1.1 and directives issued thereunder. remuneration up to the maximum rate of remuneration permitted under the Regulations Management Company shall be entitled to prescribe and receive maximum
- 14.1.2 The remuneration shall begin to accrue from the close of Initial Period as specified in
- Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month.
- 14.1.4 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 or against the Trust Property or against the Distribution Account for its services or for Regulations and directives issued there under and this Deed to be payable out of Trust expenses, except such expenses as are expressly authorized under the provisions of the Trust. The Management Company shall not make any charge against the Unit Holder(s)
- 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 provisions of this Deed.
- 14.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require ninety days prior notice to the unit require such notice holders. However, any decrease in remuneration of the Management Company shall not

Remuneration of Trustee and Its Agents

14.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure "C". The remuneration shall begin to accrue from the close of Initial Period.

Trustee

- 14.2.2 after the end of each calendar month. Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days
- 14.2.3 services or for their expenses, except such expenses as are expressly authorized to be paid Holders or against the Trust Property or against the Distribution Account with its duties as Trustee of the Trust. The Trustee shall not make any charge against the for the payment of all expenses incurred by the Trustee from time to time in connection In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for their



XAX ST 092/2021 1202

out of the Trust Property under the provisions of the Regulations and the Constitutive Documents.

14.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However, any decrease in remuneration of the Trustee shall not require such approval.

14.3 **Formation Cost and its Treatment**

- 14.3.1 amortized over a period of not less than five years or within maturity date of the fund if it registration of the Fund (formation cost) as per Regulations, shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said costs shall be life of less than five years. incurred in connection with the incorporation, establishment and
- The Formation Cost shall be reported by the Management Company to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed.
- Formation Cost shall be charged to the Scheme and shall not exceed such limits specified in the Regulations or directives issued thereunder. as

14.4 Other Costs and Expenses to be Charged to and Borne by the Trust

All other costs and expenses specified in the Regulations and directives issued there under shall be charged to and borne by the Trust and shall be specified in the Offering

15. Determination of Distributable Profits

distribute by way of dividend to the unit holders not less than ninety per cent of the accounting income of the Scheme received or derived from sources other than unrealized capital gains as reduced by such expenses as are chargeable to the Scheme under these Regulations.

directives issued by SECP differ with the requirement of IAS the Regulations Standards (IAS) as are notified under the Companies Ordinance, 1984, the Regulations and the directives issued by the SECP. Wherever the requirements of Regulations or the income calculated in accordance with the requirements of International Explanation .- For the purpose of this Clause the expression "accounting income" said directives shall prevail. Accounting

The Management Company may also announce interim dividend subject to requirements of Regulations, circular and directives.

- 15.2 Out of the amount determined for the purpose of distributable income in respect of each relevant Holder shall be deducted before distribution for the relevant Holder. to
- 15.3 or in part the distributable profits in the form of a stock dividend, which would comprise bonus Units of the Scheme. The bonus Units would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units. The Management Company may decide to distribute in the interest of the Holders, wholly peposit CDC

Trustee

Before making any payment 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 Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities

16. Change of the Management Company

16.1 Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and on the occurrence of such circumstances as are prescribed under the Regulations. SECP may, either at its own or on the recommendation of the Trustee or Unit

Registration No/KAR/87/092/202

16.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules and

- 16.3 the Unit Holders. consent of the Commission and at least ninety (90) days prior notice to the Trustee and The Management Company may voluntarily retire at any time with the prior written
- 16.4 removal or retirement. immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the Upon a new management company being appointed the Management Company will take right to receive its remuneration upto the effective date
- 16.5 Upon its appointment the new management company shall exercise all the powers and been a party hereto company hereunder as fully as though such new management company had originally enjoy all the rights and shall be subject to all duties and obligations of the management
- 16.6 till the day of the appointment of the new management company are audited by such of license of Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Trustee shall ensure that accounts of the Fund Furthermore, the Trustee may immediately in case of retirement, removal or cancellation
- 16.7 Management Company and the Trustee The auditors so appointed shall be other than the existing auditors of the Fund, the
- 16.8 enhanced scope as may be specified by the Trustee or Commission. The auditors shall have the same scope as that for the annual audit, or such other
- 16.9 than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Management Company and the new management company. The audit report for the audit shall be submitted by the auditors to the Trustee not later
- 16.10 The costs of such audit shall be borne by the Fund.

17. Change of Trustee

- 17.1 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 Trust Property of the Scheme by the newly appointed trustee, whichever The Trustee may, subject to the prior approval of the Commission, retire from his office
- 17.2 opportunity of being heard. discharge its obligations under the Regulations, it may remove the Trustee after giving an violation of the Regulations or this Trust Deed or found guilty of misconduct or failed to In circumstances where the Commission is of the opinion that Trustee has been
- The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee

Trustee

- 17.4 new trustee of all sums due from the Trustee. amount held in any Distribution Account to the new trustee and make payments to the documents and records to the new trustee and shall transfer all the Trust Property and any Upon the appointment of a new trustee the Trustee shall immediately hand over all the its remuneration up to the effective date of its removal or retirement The Trustee shall have the right to receive
- 17.5 had originally been a party hereto. to all duties and obligations of the Trustee hereunder as fully as though such new trustee The new trustee shall exercise all the powers and enjoy all the rights and shall be subject



Registration No/KA/8/37/092/202

- 17.6 of the appointment of the new trustee are audited by such Auditor. designated as "A" Category by State Bank of Pakistan for the audit of infancial institutions. The Management Company shall ensure that accounts of the Fund till the day appoint auditors with the consent of the Commission from amongst the panel of auditors The Management Company may immediately in case of retirement or removal of Trustee "A" Category by State Bank of Pakistan for the audit of financial
- Management Company and the Trustee so appointed shall be other than the existing auditors of the Fund, the
- 17.8 The auditors shall have the scope as may be specified by the Management Company or
- 17.9 The audit report for the audit shall be submitted by the auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the new trustee.
- 17.10 The costs of such audit shall be borne by the Fund.

8. Termination, Winding Up, Revocation and Liquidation of the Scheme

- the Trust 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 jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up The Management Company subject to regulatory approval, may announce winding up of
- 18.2 Regulations. Trust may also be terminated/ revoked on the grounds given in the Rules and
- 18.3 After termination / revocation, liquidation proceeds shall be distributed, among the unit holders in proportion to the number of units held by them, in accordance with the procedures laid down in Regulations.

19. Base Currency

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

20. Modification of the Trust Deed

- 20.1 applicable Net Asset Value without charge of any Exit Load management company must give at least ninety days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the Document of an open end scheme including category of scheme, investment objective In case the amendments are proposed in the fundamental attribute of the Constitutive increase in management fee and increase in contingent load, the asset
- 20.2 The Trustee and the Management Company acting together shall be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the prior approval of the SECP and subject to the condition that it does not prejudice the interests of unit holders peposi Trustee CDC
- 20.3 invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Trust Deed, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby If, at any time, any Clause of this Trust Deed is, or becomes, in whole or in part, illegal,

21. Audit

the Regulations and directions issued thereunder. The Management Company shall appoint auditor in accordance with the requirements

Date 27/08/201

22. Arbitration

arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators 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 accordance with the Arbitration Act, 1940. other city in Pakistan as may be mutually agreed. The arbitration shall be conducted in members of the Stock Exchange(s). The venue of the arbitration shall be Karachi or any parties hereto. or the decision of the umpire, as the case may be, shall be final and binding upon both the before commencement of the reference. The unanimous decision of both the arbitrators, nereto on the other part, including as to the respective rights and obligations of the parties Trust Deed and the Offering Document of the Unit Trust, the same shall be referred to In the event of any disputes arising out of or in connection with this Trust Deed or the Offering Document between the Management Company on the one part and the Trustee as well as those relating to the interpretation of the terms and conditions of this senior chartered accountants, The arbitrators and the umpire shall be selected from amongst retired or senior lawyers, or senior bankers

23. Confidentiality

disclose any information or document which may come to their knowledge or possession in the discharge of their duties except when required to do so in the ordinary course of all transactions of the Trust, and all persons employed or engaged by the Trustee or the Management Company in connection with the business of the Trust shall observe strict confidentiality in respect of and the Management Company who are in any way engaged in the business of the Trust performance of their duties or by law or if compelled by any court of law or a competent The Trustee and the Management Company and every director or officer of the Trustee its Holders and all matters relating thereto and shall not

24. Miscellaneous

- shall advertise any such notice in a newspaper widely published. addressed, stamped (if required) and posted/sent by courier. The Management Company means upon receiving confirmation of receipt of such email or other electronic means and electronic means shall be deemed to have address as appearing in the Register. Any notice so served by post/courier/email or other Any notice required to be served upon the Holder shall be deemed to have been duly given if sent by post, by courier, email or any other electronic medium or left at his means shall be deemed to have been served on the day following that on which containing the same is posted/sent by courier, by email or other electronic such service, it shall be sufficient to prove that such letter was properly
- 24.2 effective service on the other joint Holders Service of a notice or document on any one of several joint Holders shall be deemed
- 24.3 Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be Units concerned all persons interested (whether jointly with or as claiming through or under him) in the deemed to have been duly served and such service shall be deemed a sufficient service on the Trustee or the Management Company have notice
- A copy of this Trust Deed and of any Supplemental Deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at such rate as determined from time to time by the Management Company. to any person on application at a charge of Rs.100/- (Rupees One Hundred) per copy or at all times during usual business hours and shall be supplied by the Management Company Depos

Trustee

25. Definitions

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

25.1 competent authority may change such date to any other date and such change shall be which the financial statements of the Trust are drawn up. Provided that the Management "Accounting Date" means the thirtieth day of June in each year and any interim date on intimated to the Commission. Company may, under intimation to the Trustee after obtaining approval from the relevant

Date 27/08/2/07/2021

- 25.2 preceding Accounting Period. "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 next day of the
- 25.3 substitutable) July and shall end on 30th June of the succeeding calendar year (Delete if not used or "Annual Accounting Period" or "Financial Year" means the period commence on 1st
- 25.4 Rules and Regulations Asset Management Company" means an asset management company as defined in the
- 25.5 the consent of the Trustee, as per the Regulations. Auditor" means the Auditor of the Trust appointed by the Management Company, with
- 25.6 Management Company to deal in Units of the Funds managed by the Management "Authorized Branches" means those branches of Distributors which are allowed by the
- 25.7 Documents from time to time Commission but does not include restricted investments as specified in the Offering Authorized Investments" means: any investment which may be authorized by the
- 25.8 applied to different classes of units, but unitholders within a class shall be charged same level of back end load as disclosed in the Offering Document. "Back-end Load" means charges deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be
- 25.9 outside Pakistan. operating outside Pakistan, under the banking laws of the jurisdiction of its operation Ordinance, 1962, "Bank" means institution(s) providing banking services under the Banking Companies or any other regulation in force for the time being in Pakistan, or if
- 25.10 "Bank Accounts" means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).
- 25.11 Document) on which banks are open for business in Pakistan. "Business Day" means any day (business hours thereof as specified in the Offering
- 25.12 registered in the name of the Unit Holder issued at the request of "Certificate" pursuant to the provisions of this Trust Deed. means the definitive certificate acknowledging the number of Units the Unit Holder
- 25.13 "Constitutive Documents" means the Trust Deed or such other documents as defined in Regulations
- 25.14 at actual basis as specified in the Offering Document. Any such amount would be treated as part of the Deposited Property "Contingent Load" means amount payable by the Unit Holder on redemption of Units
- 25.15 Management Company to hold and protect the Irust rivery of the Trustee; and shall also include the Trustee itself if it provides custodian on behalf of the Trustee; and shall also include the Trustee itself if it provides under the Regulations, which may be appointed by the Trustee with the consent of the Management Company to hold and protect the Trust Property or any part thereof as Custodian" means a Bank, a Depository or an Investment Finance Company licensed

CDC

- off Time will be prescribed in Offering Document of the Fund "Cut Off Timings" means day time for dealing in Units of the Fund. The Details of Cut-
- 25.17 (purchase, redemption, transfer, switching etc.). The cut-off timings for issuance, redemption, and conversion etc. of units of the Scheme will be as defined in the Offering a Dealing Day(s). widely circulated newspaper in Pakistan declare any particular Business Day(s) not to be prior written consent of the Trustee and upon giving not less than seven days notice in a Documents on all Dealing Days. Provided that the Management Company may with the "Dealing Day" means that Business Day on which Units will be available for dealing
- "Distribution Account" means the Bank Account (which may be a current, saving or

Registration No KAR/S.7/692/202

from time to time, as part of the Trust Property for the benefit of the Unit Holder(s). unclaimed dividends, in this account shall be transferred to the main account of the Fund 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 Holder(s) transferred. Interest, income or profit, if any, including those accruing on

- 25.19 performs the Distribution Function. Management Company under intimation to the Distribution Functions and shall also include the Management Company "Distributor / Distribution Company" means a company/ firm appointed by Trustee for performing any or all of the itself,
- 25.20 to the Distribution Company or any commission payable to agents our sales underedemption of Units or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value. stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease which such duties and charges are payable, but do not include the remuneration payable respect of or prior to or upon the occasion of the transaction or dealing in replacement of a Certificate or otherwise which may have become or may be payable in or the sale or purchase of Investment or in respect of the issue, "Duties and Charges" means in Trust Property or the creation, issue, sale, transfer, redemption or purchase relation to any particular transaction or dealing all , transfer, cancellation or of Units
- 25.21 applied by Management Company. "Exit Load" means contingent load, back end load and any other charges as may
- 25.22 Ordinance 1984 "Financial Institution" carries the same meaning as defined under the Companies
- 25.23 printing, circulation and publication of the Unitial Period. describing the Scheme and all other expenses incurred until the end of the Initial Period. of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements "Formation Cost" means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization
- 25.24 unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or activities and other macro-economic factors, etc. persons, closure of stock exchanges, banks or financial institutions, freezing of economic communication system, hacking of computer system and transmissions by unscrupulous limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other ımpossible delays the performance, including but not limited to any situation where performance makes the performance overcome by any party hereto and which occurs after the execution of this "Force Majeure" means any occurrence or circumstance or element which delays without unreasonable expenditure. Such circumstances include but are of the Deed in whole or in part impossible or impracticable authority,
- 25.25 the Units, as defined in Offering Document. "Front-end Load" means the Sales Load which may be included in the Offer Price of
- 25.26 provisions of this Trust Deed. Register as owner of a Unit including investors jointly so "Holder" or "Unit Holder" means the investor for the time being entered registered pursuant in the to the

CDC

- 25.27 "Initial Period" means Initial Fund Offer Period
- 25.28 by the Management Company as mentioned in the Offer Document "Initial Price" means the price per Unit on the first day of the Initial Period determined
- 25.29 means any Authorized Investment forming part of the Trust Property.
- 25.30 or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the "Investment Facilitators/Advisors/Sales Agents" means an individual, firm, corporate

Date .. 2.7

Some of

Investment Facilitators/Sales Agents

25.31

25.32

"Net Assets", in relation to the Trust, means the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.

- the Net Assets by the number of Units outstanding. "Net Asset Value" or "NAV" means per Unit value of the Trust arrived at by dividing
- 25.33 Clause 12.2 of this Trust Deed. "Offer Price" or "Purchase Price" means the sum to be paid by investor(s) for the purchase of one Unit of the Scheme. Such price is to be determined in accordance with
- 25.34 Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme, and "Offering Document" includes any Supplementary Offering Document. means the prospectus or other document (issued
- transactions or otherwise, which may be through the internet, intranet networks and the "On-line" means transactions through electronic data-interchange whether real time
- "Ordinance" means the Companies Ordinance, 1984.
- 25.37 of the Trust. by the Management Company from time to time and disclosed in the Offering Document "Par Value" means the face value of a Unit i.e. Rs. or such other amount determined
- 25.38 Trust Deed redemption of that Unit, such amount to be determined pursuant to Clause "Redemption Price" means the amount to be paid to the relevant Unit Holder(s) upon
- "Register" means the Register of the Unit Holder(s) kept pursuant to the Regulations and Trust Deed
- 25.40 "Registrar Functions" means the functions with regard to:
- a) maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);
- 5 issuing account statements to the Unit Holder(s);
- issuing Certificates; DIRECTORATE OF INDUSTRIE

C

- d) canceling old Certificates on redemption or replacement thereof;
- e processing of applications for issue, processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Unit
- f) issuing and dispatching of Certificates;
- 8 distributing bonus Units or partly both and allocating Units to Holders on investment of dividends; and income distribution warrants, and bank transfer intimation and
- h) Maintaining record of lien/pledge/charge on units, transfer/switching of units
- 25.41 "Regulations" Regulations, 2008 as amended from time to time, mean Non-Banking Finance Companies and Notified Entities
- 25.42 "Rules" mean Non-Banking Finance Companies (Establishment and Regulation) Rules 2003 or as amended from time to time
- "Sales Load" includes the Front-end and Back-end loads and any processing charge or commission (excluding Duties and Charges) not exceeding three percent of the Net Asset



Date 27/08/2011-

determine the Redemption Price of certain classes of units. Value or as may be allowed under the Regulations, which may be included in the Offer Price of all or certain class of Units or deducted from the Net Asset Value in order to

- 25.44 include its successor. "SECP" or "Commission" means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall
- 25.45 "Stock Exchange" means a Stock Exchange registered under the Securities Act, 2015
- 25.46 Supplemental Deed in such manner and to such extent as may be considered expedient for all purposes, which shall be consolidated, read and construed together with this Deed. Management Company and the Trustee, after seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of this Deed or any other "Supplemental Deed" means a deed supplemental to this Deed, executed by the
- 25.47 the Management Company, with the consent of the Trustee, after seeking approval of the SECP, and the same shall be consolidated, read and construed together with the Offering alter and amend. Document in such manner and to such extent as considered expedient for all purposes by "Supplementary Offering Document" means a document issued to modify, amend and restate or to make any other amendment to the Offering add to,
- 25.48 Trust's portfolio, inter alia, necessitated by creation or cancellation of Units or issuance or redemption of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price. taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, "Transaction Costs" means the costs incurred or estimated by the Management
- 25.49 "Transfer Agent" means a company including a Bank that the Management Company shall appoint for performing the registrar functions. The Management Company may itself perform the registrar function.
- 25.50 this Trust Deed for continuous offers for sale of Units of the Trust. "Trust" or "Unit Trust" or "Fund" or "Scheme" means the Unit Trust constituted by
- 25.51 Supplemental Deed. Company and the Trustee along with all the exhibits appended hereto, , and includes any "Trust Deed" or "Deed" means this trust deed executed between the Management
- 25.52 fraction thereof. "Unit" means one undivided share in the Trust, and where the context so indicates, a
- "Zakat" has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

include plural and words "written" or "in writing" include printing, lithography or other means of visible reproduction. importing the masculine gender include the feminine gender, words importing singular them in the Rules and Regulations. Words importing persons include corporations, words Words and expressions used but not defined herein shall have the meanings assigned to engraving,



IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned herein

The Common Seal of UBL Fund Managers Limited was hereunto affixed in the presence of: KAR 1092

Common Seal



Name: Yasir Qadri

Designation: CEO

CNIC No. 42301-1077910-3

2

Name: Zeeshan

Designation: CBDO

CNIC No. 42101-0880555-5

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

Common Seal



3 Name: Atiq ur Rehman

Designation: Head of Trustee

CNIC No. 42501-9253203-1

WITNESS:

Name: Ghuffran Ali Malik

Occupation: Head of Retail Sales Administration CNIC No. 45504-1144152-1

Name: Bilal Javaid

Occupation: Manager Operations & Company Secretary CNIC No.42201-6363434-9

ANNEXURE 'C'

REMUNERATION OF TRUSTEE AND ITS AGENT

The trustee remuneration shall consist of reimbursement of actual custodial expenses / charges plus the following tariff:

	SEAT OF ASSISTA	Above 5 Billion	1 billion to 5 billion	Net Assets (Rs) Up to 1 Billion	
	DIRECTORATE OF INDUSTRIES	mas 1318	0.075% p.a of Net Assets	Revised Tariff (Flat Rate)	
Depository Company	Papully Comments				



Securities and Exchange Commission of Pakistan Specialized Companies Division Policy, Regulation and Development Department

Licence No. AMCW/11 /UBLFM/AMS/ OS/2016

Islamabad, June 08, 2016

ASSET MANAGEMENT SERVICES AS NON-BANKING FINANCE COMPANY

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Asset Management Services** submitted by **UBL Fund Managers Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(1)/2010, S.R.O. 570(1)/2012 and S.R.O. 1002(1)/2015 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **UBL Fund Managers Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- 9 **UBL Fund Managers Limited** shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission:
- (3) **UBL Fund Managers Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- \equiv This license is valid for a period of three years we every three years as specified in the Rules. June 15, 2016 and shall be renewable

(Zafar Abdullah) Commissioner (SCD)



Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Licence No. AMCW//3/UBLFM/IA/07/2016

Islamabad, July 15, 2016

LICENCE TO CARRY OUT INVESTMENT ADVISORY SERVICES AS NON-BANKING FINANCE COMPANY

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out Investment Advisory Services submitted by UBL Fund Managers Limited under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O. 1131(1), 2007, S.R.O. 271(1)/2010, S.R.O. 570(1)/2012 and S.R.O. 1002(1)/2015 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of UBL Fund Managers Limited to carry out Investment Advisory Services subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- 0 **UBL Fund Managers Limited** shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission:
- (3) UBL Fund Managers Limited shall submit ann reports as specified in the applicable laws and al, half yearly, quarterly or such other
- This license is valid for a period of three years w.e.f. July 15, 2016 and shall be renewable every three years as specified in the Rules TOF INDUSTRIES

(Zafar Abdullah)
Commissioner (SCD)



ANNEXURE 'B' SECP APPROVAL FOR REGISTRATION OF TRUST DEED

Schedule B

Copy of authorization of SECP



Securities and Exchange Commission of Pakistan Specialized Companies Division NBFC Department

No. NBFC-HID(R)/UAMC-URIF/ 975

December 02, 2004

United Asset Management Company Lucited, 11th Floor, 502-505, Office Tower, Techno City, Office LI, Chundrigat Road, Chief Executive,

Karachi.

Subject: Draft Trust Doed For United Regular Income Fund (Proposed)

Dear Sir.

Lam directed to rafer to your letter datel November 30, 2904 contaming the subject matter and to ask you to proposed further few execution and registration of trust deed of the proposed United Regular frome Fund. The observance of the draft deed is, bowever, without prejudice to the considuences? Arrifolds complicate to the conditions scipulated in the license fished in factor of United tasks Management Company Limited earlier and the requirements protected in the Even Bankley Espance. Companies (Establishment and Regulation) Rules. 2013.

Yours ruly,

THEFT TORATE OF INJUSTRIES

Maliguera Arab

Me Zarod Vicio





Securities and Exchange Commission of Pakistan Specialized Companies Division NBFC Department



No. NBFC-II/JD(R)/UAMC-RIF/ STY) 7054

October 19, 2004

Mr. Javed Hassan, Chief Executive,

502-505, Office Tower, Techno City, Hasrat Mohani Road, United Asset Management Company Limited,

Karachi.

Fax: (021) 221 4930

Subject: Appointment Of Trustee For Proposed Regular Income Fund

I am directed to refer to your letter dated October 19, 2004 concerning the subject matter and to convey approval of the Securities and Exchange Commission of Pakistan to the appointment of Central Depository Company of Pakistan (CDC) as trustee of proposed Regular Income Fund in terms of rule 74 of the Non Banking Finance (Establishment and Regulation) Rules, 2003.

Yours truly,

Joint Director Muhammad Afzal)

Co Income Fund. Chief Executive, CDC with reference to his letter dated CDC/CEO/L-0473/2004 dated 13 September 2004, as trustee of the proposed Regular

pany Secretary
H Managers Limited
Assert Management Co., Ltd.)

VIC Building Jinsalt Assemble Blue Area, Islamabad
PADX: 92070914 - Fax No. 9218500, E-mail: 832159555284595500m 28



ANNEXURE 'D' SECP APPROVAL FOR APPOINTMENT OF TRUSTEE

OF PAKISTAN LIMITED

Head Office:
CDC House, 99 ft, Block '9';
S.M.C.+15, Main Shahra-Haisa,
Sarachi - 74400, Fakks and
Tel. (32 21) 111 Ft. SCC
Fax: (92.21) 34320020 - 23
URL www.cdc.ablastan.com
Email: info@enlepak.com





CDC/T&C-8 II/DH/0357/2017

Seprember 8, 2017

Mr. Zeeshan Quidus Chief Busmess Development Officer UBL Fund Managers Limited 8th Floor, Executive Tower. Dolmen City Block IV, Cliften, Karachi.

Dear Mr. Zeeshan,

TRUSTEE CONSENT ON DRAFT AMENDED AND RESTATED TRUST DEED UBL. GROWTH & INCOME FUND

We have reviewed the enclosed draft trust Deed of DHL Growth & Income Fund (JIGFF) and number provide our consent for the same for misend scheristion to the Securities & Exchange Commission of Paidstar for their approval under the Nox-Banking Finance Companies and Notified Fatilies Regulations, 2008

I uritier, any changes made subsequently in affached document will require our fresh consent

Please note that this letter supersedes our eurifiet letter # CDC/L&C-S IFDH/0156/2017 dared March 22, 2017 issued in this regard.

Looking forward for a warm and prowing working relationship.

DIRECTORATE OF

Abdul Samad

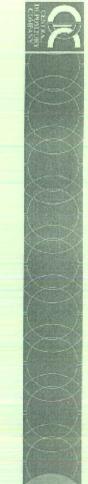
Head of Department

Trustee & Custodial Operations Unit-II

Igleem iz Jaman Khan Assistant General Manager Trustee & Custodial Operations Linit-II

End: As above

Mr. Ituran Eusyat Butt Executive Director, Asset Management Companies Wing Securities and Exchange Commission of Pakasian NIC Building, Jinnah Avenuc, Blue Area, Islamabad







SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

No. SCD/ANICW/UGF/ /7/ /2017

December 95, 2017

Mr. Yasir Qodri Chief Executive Officer JBL Fund Managers Umitted 3° Floor, Executive Tower Du men City Building, Block 4, Cliffon

Subject: Approval of Restated Trust Deed of UBL Growth and Income Fund

Dear Sir,

Please refer to the application dated November 29, 2017 and earlier correspondence with your office regarding the captioned subject.

In this regard, I am directed to inform you that the restated trust deed of USL Growth and income Fund proposed by UBL Fund Managers United has been acceded to by the Securities and Exchange Commission of Pakistan.

Please submit duly registered copy of the restated thust dead.

INDUSTRIES

(Zonish Inayat) Deputy Director

5

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-Say no to conveytion"

0

Mr. Iqleem-uz-Zaman Assistant General Manuger Trustee and Custodial Operations Unit-il CDC House, 99-B. Block 'B', S.M.C.H.S., Main Shahra-e-Faisal, Karachi.

Bullong. anali Avenue, Blue Area, falari alabi.



CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

Haad Office:
CDC House, 99-6, Block 16.
CDC House, 99-6, Block 16.
S.M.C.H.S. Man Shahra e-Fa sal,
Karacha 74400, Bakbilan
Tel-(90-21) 411-11-1500
Fax (90-21) 413-11-1500
Fax (90-21) 4345-6040-23
Lift www.cdcakbilan.com





CDCT&C-S II/DH/0395/2017

October 9, 2017

Mr. Zees ann Quidens
Chief Business Development Officer
UBL Fund Managers Limited
8th Floor, Excentive Tower,
Dalmen City Block IV, Cliffon.
Kanachi.

Dear Mr. Zeeshan

REVISED TRUSTEE CONSEAT ON DEAST REPLACEMENT OFFERING DOCUMENT UBL GROWTH & INCOME FUND

We have reviewed the enclosed revised desh replacement of unitaring document of UBL Growth & Income Fund submitted to us via entail dated October 9, 2017 and hereby provide our consent for the same for unward submission to the Securities & Exchange Commission of Pakistan for their approval uncer the Non-Banking Finance Companies and Natified Entities Regulations, 2008.

Further, any changes made subsequently in attackat down ment will require our fresh consent.

Please note that this letter supersodes our carbot letter # CDC/T&C/S 0/DH/0229/2017 dated May 4, 2017 issued in this pogoid

Vienes trade.

Yours truly,

DIRECTORATE OF INDUSTRIES



Abdul Sumad
[Jead of Department
Trustee & Custodial Operations Unit-II

Encl: As above

Mr. Juran Inayat Buri Excentive Director, Asset Management Computes Wing Sovurities and Exchange Commission of Pakieran NIC Building, Jonah Avenue, Bive Area, Islamabad



ANNEXURE 'B' SECP APPROVAL FOR REGISTRATION OF TRUST DEED



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

No. SCD/ANICW/UG:F/ /34/ /2017

December 05, 2017

Mr. Yasir Qodri Chief I keeulive Officer JBL Fund Managers Limited 8° Ficor, Executive Tower Du nien City Buildink, Block 4, Clifton Korach

Subject: Approval of Restated Trust Deed of UBL Growth, and Income Fund

0

Please refer to the application diated No regarding the captioned subject. ember 29, 2017 and earlier correspondence with your office

in this regard, I am directed to inform you that the restated trust deed of USL Growth and income Fund proposed by UBLF, no Managers Emited has been acceded to by the Securities and Exchange

Please submit duly registered copy of the restated trust deed.

5

(Zonish Inayat) Ecoputy Director

0

"Say no to conveython"

8

Mr. Iqleem-uz-Zaman Assistant General (Manager Trustee and Custodial Operations Unit-il CDC House, 99-B. Block 'B', S.M.C.H.S., Main Shahra-e-Faikal, Karachi.

NIC Bullo ng. . anah Avenue, Blue Area, Islan abad.





See Rule-4 (a Schedule-I

Memorandum of Association (MOA) under Rule-4(a) of the SINDH Trust Rule-2020

UBL Growth and Income Fund Name of Trust

Main office address of the Trust

4th Floor, STSM Building, Beaumont Road, Civil Lines, Karachi **UBL Fund Managers Limited**

Date 27/68/202 Assistant Director (Trust)
District South, Karechi Division Directorate of industries Gevernment of Singh

Registration No LARGETTE 42/2001

Any other sub office address of the Trust if available

Objectives of the Trust

UGIF is an open-end Aggressive Fixed Income Fund, investing in medium to long -term, fixed income instruments and seeks to generate competitive, long term, risk adjusted return.

Author's Name and Address

UBL Fund Managers Limited

4th Floor, STSM Building, Beaumont Road, Critil

The details of Trustees and the The details of Trustees and beneficiaries are to be provided in the Schedule-IV. Lines, Karachi

For & On Behalf of Author (UBL Fund Managers)

DIRECTORATE OF INDUSTRIES

Name: Yasir Qadri

Cell No: 0300-8271839 CNIC: 42301-1077910-3 Designation: CEO

Name: Zeeshan

Designation: CBDO Cell No: 0332-2828484 CNIC: 42101-0880555-5

Witnesses (1)

CNIC: 45504-1144152-1 Name: Ghuffran Ali Malik

See Rule-4 (a) Schedule-I

Memorandum of Association (MOA) under Rule-4(a) of the SINDH Trust Rule-2020

Name of Trust
UBL Growth and Income Fund

Main office address of the Trust

4th Floor, STSM Building, Beaumont Road, Civil Lines, Karachi **UBL Fund Managers Limited**

Assistant Director (Trust)
latrict South, Karochi Division
Directorate of Industries
Gevernment of Singh

Date

27/68

2021

Registration No LARGE 17842/3001

Any other sub office address of the Trust if available $\rm N/A$

UGIF is an open-end Aggressive Fixed Income Fund, investing in medium to long -term, fixed income instruments and seeks to generate competitive, long term, risk adjusted return.

Author's Name and Address

UBL Fund Managers Limited

4th Floor, STSM Building, Beaumont Road, Chal Lines, Karachi

4th Floor, STSM Building, Beaumont Road, Chal Lines, Karachi Objectives of the Trust

UBL Fund triangles --4th Floor, STSM Building, Beaumont Koau,
The details of Trustees and beneficiaries are to be provided in arachi in the Schedule-IV

For & On Behalf of Author (UBL) Fund Managers)

DIRECTORATE OF INDUSTRIES

Name: Yasir Qadri

Cell No: 0300-8271839 CNIC: 42301-1077910-3 Designation: CEO

Designation: CBDO Cell No: 0332-2828484 CNIC: 42101-0880555-5 Name: Zeeshan

The same

Witnesses (1)

Name: Ghuffran Ali Malik
CNIC: 45504-1144152-1

Witnesses (2)

Name: Bilal Javaid CNIC: 42201-6363434-9