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DEED

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Constituting

UBL ISLAMIC RETIREMENT SAVINGS FUND (UIRSF)

Pension Fund Manager

**UBL FUND MANAGERS LIMITED** 

Trustee

MCB FINANCIAL SERVICES LIMITED
(Formerly known as "Muslim Commercial Financial Services (Private) Limited")

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SHAKEEL IQBAL STAMP VENDUR Uc. No. 122, Shop No. 72, New Ruby Centro Telpur Road, Boulton Market, Karachi

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Through with Address .....



THIS TRUST DEED is made and entered into at Karachi on this 17 All day of Newson 2009

## BETWEEN:

K. No. 300 Sub-Registrar-II Saddar Town, Karachi

UBL FUND MANAGERS LIMITED, a company incorporated under the Companies Ordinance, 1984, with its registered office at 8<sup>th</sup> Floor, State Life Building No.1, I. I. Chundrigar Road, Karachi, Pakistan and Corporate Office at 8<sup>th</sup> Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan (the "Pension Fund Manager"), of the one part;

## AND:

MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED, a company incorporated under the Companies Ordinance, 1984 and a wholly owned subsidiary of MCB Bank Limited, with its registered office at 3rd Floor Adamjee House, I. I. Chundrigar Road, Karachi, Pakistan (the "Trustee"), of the other part.

## WHEREAS:

(A) The Pension Fund Manager is a non-banking finance company licenced by the Commission under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 through licence No. NBFC- III 32/ UBLFM/ AMS/ 18/ 2009 dated July 31, 2009 & NBFC- III 33/ UBLFM/ IAS/ 15/ 2009 dated July 31, 2009 (appended hereto as Annexure "A") to carry out Asset Management Services and Investment Advisory Services and registered with the

- July 2009 (appended hereto as Annexure "B") as a pension fund manager;
- (B) the Pension Fund Manager has been allowed by the Commission through its letter No. 9 (1) SEC/SCD/PW-UBL-01/75 dated 05 November 2009 (appended hereto as Annexure "C") to constitute a pension fund and to register this Trust Deed, pending authorization for the establishment and operation of the Pension Fund in accordance with the provisions of the Rules and this Trust Deed;
- (C) the Pension Fund Manager has appointed the Trustee as trustee of the Pension Fund and the Trustee has accepted such appointment upon the terms and conditions herein contained; and
- trustee of the Pension Fund through letter No. 9 (1) SEC/SCD/PW-UBL-01/77 dated 06 November 2009 (appended hereto as Annexure "D");

# NOW, THEREFORE, THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

## CONSTITUTION OF THE UBL ISLAMIC RETIREMENT SAVINGS FUND

## 1.1 PENSION FUND HELD ON TRUST

- 1.1.1 A pension fund is hereby constituted and created as a trust under the Trusts Act, 1882 with the name of "UBL ISLAMIC Retirement Savings Fund". The Trustee is hereby nominated, constituted and appointed as the trustee of the Pension Fund, including the Sub-Funds, Individual Pension Accounts, Approved Income Payment Plans and any other structures or plans as may be related to the Pension Fund from time to time, and of all other Trust Property, and the Trustee hereby accepts such appointment and it is declared and agreed that:
  - (a) the Trustee shall hold and stand possessed of all of the Trust
    Property that may from time to time hereafter be vested in the
    Trustee upon trust as a collection of Sub-Funds, Individual
    Pension Accounts, Approved Income Payment Plans or any
    other structures or plans as may be related to the Pension
    Fund from time to time to provide the benefits under the
    Pension Fund, subject as provided in this Trust Deed and the
    Rules;
  - (b) each Sub-Fund shall be a common fund (collective investment scheme) whose property shall be held by the Trustee on trust for the benefit of all of the Participants holding Units of the Sub-Fund according to the number of Units of the Sub-Fund held by such Participants, and such Participants shall rank part passu inter se in relation to such benefit;
  - (c) balances in any Individual Pension Account and Approved

- each Participant shall only be liable to the extent of his Contribution to the Pension Fund and no further liability shall be imposed on him in respect of the Pension Fund;
- (e) the Trust Property shall be invested from time to time by the Trustee in accordance with the Investment Policy and at the direction of the Pension Fund Manager;
- (f) the Pension Fund Manager shall manage, operate, and administer the Pension Fund (including the Sub-Funds) 308 strictly in accordance with the provisions and conditions Registrar-II contained in this Trust Deed, the Rules and Islamic Sharieh as Town, Karachil per the guidelines provided by the Shariah Advisor; and
- (g) the Trust Property shall be invested from time to time by the Trustee in accordance with the investment policy prescribed by the Commission and at the direction of the Pension Fund Manager. Furthermore, all investments shall be in accordance with Islamic Shariah as per the guidelines provided by the Shariah Advisor.
- 1.1.2 As soon as may be practicable and after obtaining all applicable Approvals, the Pension Fund Manager shall open participation in the Pension Fund through sale of Units of the Sub-Funds at Net Asset Value to the Eligible Persons.
- 1.1.3 The Pension Fund Manager may from time to time, with the consent of the Trustee and under intimation to the Commission, frame operational procedures for the conduct of the business of the Pension Fund or in respect of any necessary or incidental matter; provided that such procedures shall not be inconsistent with the provisions of this Trust Deed the Rules.
- 1.1.4 The affairs of the Pension Fund, including the Sub-Funds, Allocation Schemes, Individual Pension Accounts, Approved Income Payment Plans or any structure or plan related to the Pension Fund, shall be conducted in compliance with the Rules.

## 1.2 NAME OF THE PENSION FUND

The name of the pension fund constituted under this Trust Deed shall be "UBL ISLAMIC Retirement Savings Fund".

### 1.3 REGISTERED ADDRESS OF THE PENSION FUND

The registered address of the Pension Fund shall be 8<sup>th</sup> Floor, State Life Building, I. I. Chundrigar Road, Karachi, Pakistan or such other address as may be designated by the Pension Fund Manager from time to time under intimation to the Commission and the Trustee. The address of the Corporate Office of the Pension Fund Manager shall be 8<sup>th</sup> Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan or such other address as may be designated by the Pension

#### 1.4 SUB-FUNDS

- 1.4.1 The Pension Fund shall initially consist of three Sub-Funds, to be called "UIRSF Equity Sub-Fund" (the "Equity Sub-Fund"), "UIRSF Debt Sub-Fund" (the "Debt Sub-Fund") and "UIRSF Money Market Sub-Fund" (the "Money Market Sub-Fund") (collectively the "Sub-Funds").
- 1.4.2 The Pension Fund Manager, after successfully managing the Equity. Debt and Money Market Sub-Funds, may, with the permission of the Commission, launch additional Sub-Funds through a deed supplemental to this Trust Deed and a Supplemental Offering Document for the purpose of investments in classes of assets different from those in existing Sub-Funds (for avoidance of tiohit. additional Sub-Funds may include combinations of new and existing-Registrar-II classes of assets), including securitized investment in real estatedon Town, Karachi in assets outside Pakistan.

- 1.4.3 Each Participant of the Pension Fund will in turn be the holder of Units of the Sub-Funds in proportions determined in accordance with the Allocation Scheme selected by the Participant or, in the absence of selection by the Participant, the Default Allocation Scheme selected for the Participant by the Pension Fund Manager with Clause 6.4.6 or, in certain conditions prescribed under the Rules, of cash held in an appropriate Bank Account in the name of the Trustee.
  - Units held by a Participant shall be non-tradable and non-transferable to another Participant / person except in the circumstances provided in the Rules.
- Each Participant shall only be liable to pay the Net Asset Value of the Units of the Sub-Funds subscribed by him and no further liability shall be imposed on him in respect of any Sub-Fund's Units held by him. Units shall be issued only against receipt by the Trustee of full payment therefor.

#### 2. **GOVERNING LAW**

This Trust Deed shall be subject to and be governed by the Applicable Laws of Pakistan, including the Ordinance, the Rules, the Income Tax Ordinance, 2001. and shall be deemed for all purposes whatsoever to incorporate the provisions required to be contained in a trust deed by the Rules, and in the event of any conflict between this Trust Deed and the provisions of the Rules, the latter shall supersede and prevail over the provisions contained in this Trust Deed except where the Commission allows deviations under its power given by the

All the changes in the applicable laws and regulations shall be deemed to be a part of this deed

#### 3. **OPERATORS AND PRINCIPLES**

#### PENSION FUND MANAGER

**UBL Fund Managers Limited (UBL FUNDS)** 

Corporate Office:

Registered Office:

8th Floor, Executive Tower

8th Floor, State Life Building

No.1

Dolmen City, Block 4, Clifton

Karachi, Pakistan

I. I. Chundrigar Road Karachi, Pakistan

Any change in the Corporate Office or Registered Office address of the Pension Fund Manager shall be notified by the Pension Fund Manager to the Commission and the Trustee from time to time.

3.1.2 The corporate profile of and up-to-date information regarding the Pension Fund Manager as of the date of the Offering Document shall 3 8 be given in the Offering Document.

Sub-Registrar-II

3.1.3 As of the date of this Trust Deed, the board of directors of the Town, Karachi Pension Fund Manager comprises of:

vame of Director	Position	Other Directorships	Occupation	Address
lohammad aghar	Director / Chairman	Pakistan Agricultural Storage     Services Corporation Limited     (PASSCO)     UBL Insurers     UBL Executors and Trustees	Banker	23/B GF-1, Sea View Apartment, Phase-V, DHA, Karachi
Attif. R. Bokhari	Director	1.United Bank A.G. Zurich, Switzerland 2. United Executors & Trustees Co. Ltd. 3.United National Bank UK 4. First Women Bank Ltd. 5. Pakistan Machine Tool Factory 6. Institute of Bankers Pakistan 7. Pakistan Bankers Association	Banker	22/1, Khayaban-e- Amir Khusro, DHA Phase VI, Karachi
dir Muhammad Ali, GFA	Chief Executive / Director	1.Mutual Fund Association of Pakistan (MUFAP) 2.CFA Association of Pakistan	Investment Managemen t	18/2, 18th Street, Off Khayaban-e- Tanzeem, DHA Phase V, Karachi
ameer (arachiwalla	Director	United Executors & Trustees     Co. Ltd.     United National Bank- London     UBL insurers	Banker	35/III, Khayaban-e- Bokhari, Corner 9th Street, Phase No. 6, DHA, Karachi.
Il Sameer arooqui	Director	United Executor & Trustee     Co. Ltd	Banker	4, Khayaban-e- Hafiz, Phase V, DHA, Karachi
ased Iqbal	Director	World bridge International     World bridge Pakistan     TheResource Group     International     The Resource Group Pakistan     Cinepax Limited     Techlogix International     Limited	Banker	3/6/G, Block 6 P.E.C.H.S., Karachi
habbir Hussain Ashmi	Director	Engro Chemical Pakistan Ltd     Engro Polymer & Chemicals     Ltd     Engro Power Gen (Pvt) Ltd	Consultant	90/1, 11 <sup>th</sup> Street, Khayaban- e- Shear, Phase 6, DHA Karachi

#### 3.2 TRUSTEE

3.2.1 Subject to Clause 7.6, the Trustee of the Pension Fund shall be:

MCB Financial Services Limited (Formerly known as "Muslim Commercial Financial Services (Pvt.) Limited") (MCFSL)

Registered Office:

3rd Floor, Adamjee House

I. I. Chundrigar Road

Karachi, Pakistan

Any change in the Registered Office address of the Trustee shall be notified by the Trustee to the Commission and the Pension Fund Manager.

Sub-Registrar-II

3.2.2 The corporate profile of and up-to-date information regarding the own, Karachil Trustee as of the date of the Offering Document shall be provided in the Offering Document.

#### 3.3 DISTRIBUTION COMPANIES

- 3.3.1 The main Distribution Company of the Pension Fund shall be UBL Fund Managers Limited and its branches.
  - The Pension Fund Manager may from time to time appoint or remove other Distribution Companies for the Pension Fund under intimation to the Commission and the Trustee.

#### 3.4 AUDITOR

3.3.2

The first Auditor of the Pension Fund shall be:

KPMG Taseer Hadi & Co

Karachi Office

First Floor, Sheikh Sultan Trust Building No. 2

Beaumont Road

Karachi 75330

whose term of office shall expire on the transmission of the first annual report and accounts but may be reappointed as may be specified in the Rules from time to time.

- 3.4.2 After the date referred to in Clause 3.4.1, the Pension Fund Manager shall, with the consent of the Trustee, appoint as the Auditor a firm of chartered accountants who shall be independent of the auditor of the Pension Fund Manager and the Trustee. The Pension Fund Manager may at any time, with the concurrence of the Trustee, and shall, if required by the Commission, remove the Auditor and appoint another Auditor in its place. At all times the Pension Fund Manager shall ensure that the Auditor is appointed from the panel of auditors, if any, prescribed by the Commission for this purpose.
- 3.4.3 The Auditor shall hold office until transmission of the annual report and accounts. The Auditor shall be appointed for a term of one year (except the first Auditor whose first term may be shorter than one

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consecutive terms shall be eligible for re-appointment after the lapse of at least one year.

- 3.4.4 A person who is not qualified to be appointed as auditor of a public company under the terms of Section 254 of the Ordinance shall not be appointed as the Auditor.
- 3.4.5 A person who is not qualified to be appointed as auditor under the terms of Sections 254(3) and 254(4) of the Ordinance shall not be appointed as the Auditor. For the purposes of this Clause 3.4.5, references to "company" in those Sections shall be construed as references to the Pension Fund Manager and the Trustee. Section 5th Registrar-II 254(5) of the Ordinance will apply to the Auditor mutatis mutandis.
- 3.4.6 Appointment of a partnership firm as the Auditor shall be deemed to be the appointment of all persons who are partners in the firm from time to time.
- 3.4.7 The Auditor shall have access to the records, books, papers, accounts and vouchers of the Trust, whether kept at the office of the Pension Fund Manager, Trustee, Custodian, Registrar or elsewhere, and shall be entitled to require from the Pension Fund Manager, the Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.

4.8

- The Auditor shall prepare an auditor's report in accordance with the requirements of the Rules and other Applicable Laws for transmission to the Commission and the Participants.
- 3.4.9 In case the Rules or other Applicable Laws relating to appointment of auditors of pension funds are amended or substituted, the amended Rules or other Applicable Laws, as the case may be, shall be deemed to become part of this Trust Deed without the need to execute a supplemental trust deed.
- 3.4.10 The Auditors shall also act as Shariah compliance Auditors, and shall complete an annual Shariah compliance audit of the Pension Fund for each Accounting Period and shall issue a Shariah compliance audit report to be included in the Annual Report of the Pension Fund. The report shall assess the compliance of the Pension Fund with the investment guidelines recommended by the Shariah Advisor.
- 3.4.11 The Commission shall monitor general financial condition of the Pension Fund, and, at its discretion, may order special audit and appoint an auditor who shall not be the external auditor of the Pension Fund, to carry out detailed scrutiny of the affairs of the Pension Fund, provided that the Commission may, during the course of the scrutiny, pass such interim orders and give directions as it may deem appropriate. On receipt of the special audit report, the Commission may direct the Pension Fund Manager to do or to abstain from doing certain acts and issue directives for immediate compliance which shall be complied forthwith or take such other

#### 3.5 LEGAL ADVISER

3.5.1 The first legal adviser of the Pension Fund shall be:

Akhund Forbes D21, Block 4 Scheme 5, Clifton Karachi, PAKISTAN

3.5.2 The Pension Fund Manager may, in consultation with the Trustee. 3.6.2 replace the legal adviser or appoint a new legal adviser to a vacancy created by the resignation or removal of the legal adviser. The particulars of the new legal adviser shall be deemed to become part of this Trust Deed without the need to execute a supplemental trust deed.

### 3.6 SHARIAH ADVISER

3.6.1 The Pension Fund Manager shall appoint, with the approval of the Commission, a Shariah Advisor who shall advise the Pension Fund regarding Islamic Shariah.

The Pension Fund Manager may, in consultation with the Trustee and with the approval of the Commission, replace the Shariah Advisor with a new Shariah Advisor or appoint a new Shariah Advisor to a vacancy created by the resignation of the Shariah Advisor or the removal of the Shariah Advisor by the Commission. The particulars of the new Shariah Advisor shall be deemed to become part of this Trust Deed without the need to execute a supplemental trust deed.

## 4. CHARACTERISTICS OF THE FUND

### 4.1 ELIGIBLE PERSONS

All individuals fulfilling the eligibility criteria prescribed by the Commission under the Rules shall be eligible to contribute to the Pension Fund authorized under the Rules.

Each Eligible Person who opens an Individual Pension Account with the Pension Fund Manager may make Contributions to the Pension Fund, directly as well as through employers of such Eligible Person.

## 4.2 PROCEDURE FOR OPENING INDIVIDUAL PENSION ACCOUNTS

- 4.2.1 The Pension Fund Manager shall be responsible for obtaining all Approvals required in connection with the Pension Fund.
- 4.2.2 Participation in the Pension Fund shall be offered through Authorized

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- 4.2.3 For an Eligible Person to join the Pension Fund as a Participant they must open an Individual Pension Account with the Pension Fund Manager using the Prescribed Application Form. Only Eligible Persons may apply to join the Pension Fund as Participants.
- 4.2.4 The Pension Fund Manager shall make arrangements, from time to time, for receiving the completed Prescribed Application Forms and Contributions from or on behalf of Eligible Persons and Participants located outside Pakistan. Details of these arrangements shall be disclosed in the Offering Document.
- 4.2.5 The Pension Fund Manager shall make arrangements to ensure that Prescribed Application Forms can be obtained in hard copy or electronic form from the Pension Fund Manager, the Authorised Branches and the Sales Agent and/or downloaded from the Pension Fund Manager's website.

4.2.6

- Application for opening an Individual Pension Account shall be made by completing a Prescribed Application Form and submitting it with the first Contribution payment, in such form (except in the form of cash) as prescribed by the Pension Fund Manager, in favor of the Trustee at any Authorized Branch of any Distribution Company or directly lodging the completed form with the Pension Fund Manager (for the avoidance of doubt, it is clarified that no other person (including Sales Agents) shall be authorized to accept on behalf of the Pension Fund Manager any Prescribed Application Forms or any Contributions or any other payment to the Pension Fund Manager or the Pension Fund). The Distribution Company shall ensure that the submitted application is complete in every regard and shall verify that the applicant is an Eligible Person and that the signature of the applicant to any document required to be signed by him under or in connection with the application matches with the applicant's signature as per the applicant's Computerised National Identity Card ("CNIC") or National Identity Card for Overseas Pakistanis ("NICOP").
- 4.2.7 If after receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Pension Fund Manager, Registrar or the Distributor to be incomplete or incorrect in any material respect, the Pension Fund Manager, Registrar or the Distributor shall advise the applicant Eligible Person in writing to remove the discrepancy whereupon the application shall not be acted upon by the Pension Fund Manager, and in the event the discrepancy is not removed within fifteen days after such advice is given, the amount received together with the application shall promptly be refunded without any accrued interest or mark-up. Applicants shall indicate their Individual Pension Account Number when making each payment of Contribution except when making payment of the first Contribution.
- 4.2.8 Each applicant shall obtain a receipt signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the

submitted together with the application. Such receipt for applications and payment instruments (other than cash) shall only be validly issued by the Distributors.

- 4.2.9 If an application received pursuant to this Clause 4.2 is found by the Pension Fund Manager, Registrar or the Distributor to be complete and correct in all material respects, the Pension Fund Manager, Registrar or the Distributor shall advise the applicant in writing of the opening of the applicant's Individual Pension Account with the Pension Fund Manager and shall also advise the applicant the number of such account.
- 4.2.10 The application procedure described in Clauses 4.2.1 to 4.2.9 may be altered by the Pension Fund Manager from time to time with the approval of the Commission and the Trustee. Such alterations shall be announced through Supplemental Offering Documents issued by the Pension Fund Manager from time to time and shall be deemed to correspondingly after the provisions of Clauses 4.2.1 to 4.2.9 without be Registrar-II the need to execute a supplemental trust deed.

### 4.3 CONTRIBUTION PROCEDURES

- 4.3.1 A Participant or their employer, if any, may make Contributions in one lump sum or in installments during any Tax Year.
- 4.3.2 The Offering Document shall stipulate the minimum amount of initial Contribution that is required to open an Individual Pension Account and the Pension Fund Manager may from time to time change such minimum amount through a Supplementary Offering Document.
- 4.3.3 Contributions shall be made subject to the provisions of the Income Tax Ordinance, 2001 (Ordinance No.XLIX of 2001).
- 4.3.4 The Pension Fund Manager shall directly or through the Registrar send an acknowledgement of receipt of each Contribution along with a statement of account to the Participant within one week of the receipt of the Contribution.
- 4.3.5 The Pension Fund may be marketed in conjunction with group life or other insurance/ Takaful schemes or any other scheme, subject to approval of the Commission. Such supplementary schemes shall not be compulsory for all the Participants to join, and the Trustee shall on the instruction of Pension Fund Manager deduct any premia payable in respect of such schemes from the Contributions of those Participants who have opted to join such schemes. The premia in respect of such schemes deducted by the Trustee from the Contributions of any Participant shall be paid by the Trustee on the instruction of Pension Fund Manager to the relevant companies issuing such schemes for account of the Participant and only the net amount of Contributions received after deduction of such premia and any bank charges shall form part of the Trust Property.

Pension Fund must not be less than such minimum amount as may be specified in the Offering Document or any Supplementary Offering Document.

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Any alterations to the contribution procedure enunciated in Glauses Town, Karachi 4.3.7 4.3.1 to 4.3.6 arising out of amendments to or substitutions of the Rules and/or the Income Tax Ordinance, 2001 and/or the Income Tax Rules shall be announced by the Pension Fund Manager through Supplementary Offering Documents and such alternations shall be deemed to correspondingly alter the provisions of Clauses 4.3.1 to 4.3.6 without need for executing a supplemental trust deed.

# Sub-Registrar-II

#### 4.4 INDIVIDUAL PENSION ACCOUNTS

- 4.4.1 The Pension Fund Manager shall assign a unique Customer ID to the Individual Pension Account of each Participant. Such unique Individual Pension Account number shall be issued in line with the criteria prescribed by the Commission.
- 4.4.2 Contributions received from or on behalf of any Participant by any Distributor in cleared funds on any Business Day shall be credited by the Distributor on the same Business Day to the Individual Pension Account of the Participant after deducting the Front-end Fees, any premia payable in respect of any schemes selected by the Participant pursuant to Clause 4.3.5 and any bank charges in respect of the receipt of such Contributions, and the net Contribution received in the Individual Pension Account shall be used by the Trustee to purchase such number of Units of the relevant Sub-Funds as is determined in accordance with this Trust Deed and the Units shall be purchased at Net Asset Value notified by the Pension Fund Manager at the close of that Business Day.
- 4.4.3 Contributions shall not be treated as having been received from or on behalf of any Participant by the Distributor unless they are received by the Distributor or the Trustee in cleared funds and only the amount received in cleared funds shall be treated as the Contribution received.
- 4.4.4 If any Contribution is received from or on behalf of any Participant by the Distributor in cleared funds on a day which is not a Business Day. it will be treated as having been received on the first following Business Day.

#### 4.5 CHANGE OF PENSION FUND BY PARTICIPANTS

- 4.5.1 Participants shall be entitled to transfer in accordance with the terms of this Trust Deed the whole or any part of their Individual Pension Account with the UBL Islamic Retirement Savings Fund to a pension fund managed by another pension fund manager.
- 4.5.2 No charge, whatsoever called, shall be deducted for any transfer of a Participant's Individual Pension Account to a pension fund managed

- 4.5.3 The Pension Fund Manager shall use any cleared funds received for the account of a Participant's Individual Pension Account from a pension fund managed by another pension fund manager to purchase such number of Units of the relevant Sub-Funds as is 3.58 determined in accordance with this Trust Deed and the Units shall be equal transit purchased at Net Asset Value notified at the close of the Businessown, Karachi Day on which such cleared funds are received by the Trustee.
- 4.5.4 If a Participant desires to transfer his Individual Pension Account, the Participant shall specify in an application given to the Pension Fund Manager the name of the new pension fund manager, the name of the new pension fund, the individual pension account number with the new pension fund manager and the percentage of Units held in the Participant's Individual Pension Account to be transferred. The application shall be given in a form prescribed by the Pension Fund Manager through the Offering Document.
- 4.5.5 Where an application in accordance with the requirements of Clause 4.5.4 is received by the Pension Fund Manager from or on behalf of any Participant at least thirty days prior to any anniversary date of opening of the Participant's Individual Pension Account, the Pension Fund Manager shall, on the anniversary date or, if the anniversary date is not a Business Day, on the first Business Day following the anniversary date, redeem the percentage of Units to be transferred held in the Individual Pension Fund Account at Net Asset Value of the Units notified at the close of the redemption date and shall on the first Business Day following the redemption date transfer the proceeds of the redemption to the pension fund nominated by the Participant; provided that where the Units held in the Participant's Individual Pension Account are held in two or more Sub-Funds, Units shall be redeemed from each of the Sub-Funds on the basis of the percentage specified by the Participant.
- 4.5.6 In the event the Commission cancels the registration of the Pension Fund Manager as a pension fund manager or discontinues the authorization of the Pension Fund, in each case in accordance with the Rules and other Applicable Laws, the Pension Fund Manager shall, as soon as practicably possible thereafter, transfer the Individual Pension Accounts of the Participants to pension funds managed by other pension fund managers as selected by the Participants or as directed by the Commission.
- 4.5.7 Participants having pension policies approved by the Commission under Section 63 of the Income Tax Ordinance, 2001 (XLIX of 2001) and issued by Life Insurance/ Takaful Companies before 30 June 2005 are eligible to redeem their units and transfer the balance to their Individual Pension Account, subject to the Rules.

## 4.6 REGISTER OF PARTICIPANTS

4.6.1 The Pension Fund Manager shall perform the Registrar Functions

the responsibility for performing the Registrar Functions shall be that of the Pension Fund Manager itself. Where the Pension Fund Manager appoints a Registrar for performing the Registrar Functions, the Pension Fund Manager shall ensure that the Registrar complies with all relevant provisions of this Trust Deed and the Rules.

- 4.6.2 The Pension Fund Manager or, as the case may be, the Registrar 308 shall maintain the Register at their respective registered office. Sub-Registrar-II Saddar Town, Karachi
- 4.6.3 The Register shall be maintained in electronic form and be password protected. The Pension Fund Manager shall provide access or shall ensure that access is provided to the Register to all the Participants for viewing information pertaining to the Participants themselves. The Pension Fund Manager shall ensure that the record keeping system employed for maintaining the Register contains a computerized transaction log which records changes to each Participant's Individual Pension Account, who made them and when they were made. The Pension Fund Manager shall make or shall ensure that the Registrar shall make sufficient provision for taking regular back ups of the Register and for back up storage at an off-site location.
- 4.6.4 The Pension Fund Manager shall or 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 any charge. With the prior written approval of the Commission and under intimation to the Pension Fund Manager, the Trustee or its representative may remove the Register to a different location or make any entries therein or alterations thereto.
- 4.6.5 The Registrar shall, within three working days of receiving a written request from any Participant, give to such Participant (whether by post, courier or through electronic means) details of such Participant's account in the Register. Such service shall be provided free of charge to any Participant so requesting once in any financial year. The Pension Fund Manager may, with the approval of the Commission, prescribe charges for servicing any additional requests. The details of charges, if any, shall be disclosed in the Offering Document or in any Supplementary Offering Document from time to time.
- 4.6.6 The Register shall, in respect of each Participant, contain the information required by or under the Rules and shall, at the minimum, contain the following information:
  - (a) registration number;
  - (b) Individual Pension Account number;
  - c) full name, father's name, residency status, CNIC number (in respect of Pakistan nationals) or NICOP number (in respect of

- (d) If Participant is registered through an employer:
  - (i) employer's name;
  - (ii) registered address:
  - (iii) National Tax Number;
  - (iv) number of employees contributing in VPS; and
  - (v) employer's contact details;

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(e) date of birth and sex of the Participant:

(f)

complete record of the amount and date of each Contribution Karachi

- paid by the Participant;
  (g) complete record of the amount and date of each Contributions
  paid on behalf of the Participant by the Employer;
- (h) date and amount of incoming and outgoing transfers to and from the Participant's Individual Pension Account;
- (i) the number of Sub-Fund Units allocated and held in the name of the Participant in the Individual Pension Account or balance of the Participant's Approved Income Payment Plan;
- the date on which the name of the Participant was entered in respect of the Sub-Fund Units standing in his name;
- (k) tax/zakat status of the Participant;
- (I) nominee(s) of the Participant;
- (m) record of specimen signatures of the Participant and his nominee(s);
- (n) Information on retirement of the Participant and the payments made or to be made thereupon or thereafter;
- (o) Information on death of Participant and transfers made to the Participant's heirs; and
- (p) such other information as may be specified by the Commission or required by the Pension Fund Manager.
- 4.6.7 The Register shall be conclusive evidence as to the Units of Sub-Funds held in a Participant's Individual Pension Account or balances of the Participant's Approved Income Payment Plan.
- 4.6.8 Any change of address or status of any Participant shall forthwith be notified in writing to the Registrar who, upon being satisfied with the supporting evidence provided therefor, shall update the Register with the change.
- 4.6.9 The Participant or his nominee (in case of death of the Participant), as the case may be, shall be the only persons to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to the Units heldby the Participant and the Trustee, the Pension Fund Manager and the Registrar may recognize the Participant 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.
- 4.6.10 Upon being satisfied that any Contribution has been received by the Trustee in cleared funds from any Participant, the Registrar shall

constitute evidence of the number of Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan balances registered in the name of the Participant and shall contain such other information as may be prescribed by the Commission from time to time.

- 4.6.11 While making payment of the benefits from the Pension Fund to any Participant, the Pension Fund Manager shall ensure that adequate description of the reasons for the payment (for example, retirement, disability, death benefit) is mentioned in the Register.
- 4.6.12 The Pension Fund Manager shall ensure that the information on the Register shall remain accessible for three years after the last amount in relation to the Pension Fund payable to the Participant, to any other pension fund manager nominated by the Participant to which the Individual Pension Account has been transferred or to any heirs or nominated survivors of the Participant, has been paid.

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## 4.7 DATE OF RETIREMENT

4.7.1

- A Participant may at any time before or after becoming a Participant choose or change his date of retirement which shall be any date from and including his sixtleth (60th) birthday to and including his seventieth (70th) birthday. The Participant shall send a notice choosing or changing his date of retirement to the Pension Fund Manager and such notice shall be effective only if it is received by the Pension Fund Manager at least thirty days before the chosen or changed date of retirement.
- 4.7.2 If a Participant suffers from any of the following disabilities which render him unable to generate any income, he may, if he so elects, be treated as having chosen the date of such disability as his date of retirement, namely:
  - (a) loss of two or more limbs or loss of a hand and a foot;
  - (b) total loss of eyesight;
  - (c) total deafness in both ears;
  - (d) very severe facial disfigurement;
  - (e) total loss of speech;
  - (f) paraplegia or hemiplegia;
  - (g) lunacy;
  - (h) advanced case of incurable disease; or
  - any injury or disease resulting in a disability due to which the Participant is unable to generate any income.
- 4.7.3 An assessment certificate from the medical board approved by the Commission and appointed by the Pension Fund Manager or any other assessment procedure that the Commission may approve from time to time shall be required to confirm any disability specified in Clause 4.7.2.

#### 4.8 BENEFITS ON RETIREMENT

On the date of retirement of a Participant or, if such date is not a Business Day, on the first Business Day following the date of retirement all of the Units held by him in his Individual Pension Account shall be redeemed at Net Asset Value of each Unit notified at close of the day of redemption and the proceeds realized thereby shall be credited to his Individual Pension Account, which shall earn the rate of interest, markup or profit paid to depositors for deposits of a similar maturity by a Bank selected by the Pension Fund Manager in its discretion. The Participant shall then have the following options, namely:

(a) withdraw up to fifty per cent (50) of the amount in Nie 300 Individual Pension Account in cash; and Sub-Registrar-II Saddar Town, Karachi

- (b) either purchase an Approved Annuity Plan from a Life Insurance/ Takaful Company of his choice with the remaining amount; provided that the Approved Annuity Plan purchased may be single life, joint or survivor life, level (with or without guarantee period), increasing, investment linked and retail price index linked or with any additional features as may be offered by the Life Insurance/ Takaful Company; or
- (c) enter into an agreement with the Pension Fund Manager to transfer his remaining balance to an Approved Income Payment Plan offered by the Pension Fund Manager and withdraw from it monthly installments till the age of seventy five years or earlier according to the Approved Income Payment Plan. Details of the Approved Income Payment Plan offered by the Pension Fund Manager shall be disclosed in the Offering Document and shall be subject to amendment through Supplementary Offering Documents from time to time.

#### 4.9 WITHDRAWAL OF FUNDS BEFORE RETIREMENT

- 4.9.1 On any Business Day and from time to time before the date of retirement a Participant may redeem the whole or any part of the Units held by him in his individual Pension Account subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001). The withdrawals may be through single or multiple payments and may be liable to withholding tax or tax penalty, and in case any such liability exists the amount of withholding tax or tax penalty shall be deducted by the Pension Fund Manager from the amount withdrawn and such deducted amount shall be paid to the relevant Authority.
- 4.9.2 Where the request made by a Participant under Clause 4.9.1 is for partial withdrawal from his Individual Pension Account, the request shall be given effect to by redemption of Units of Sub-Funds in such proportion that the remaining balance in his Individual Pension Account is in accordance with the Allocation Scheme last selected by

- 4.9.3 If a Participant intends to withdraw funds from his Individual Pension Account before the date of his retirement, he must give written notice of his intention to the Pension Fund Manager in the form prescribed for such purpose by the Pension Fund Manager in the Offering Document, specifying therein whether the withdrawal is required of the whole or part of the Units held by him, and in the case of part withdrawal, the percentage of Units to be withdrawn.
- 4.9.4 The Pension Fund Manager shall ensure that the form referred to in Clause 4.9.3 shall be available from Authorised Branches and such form shall, if completed by the Participant and submitted to any Authorised Branch, shall be taken to be the notice to the Pension Authorised Branch, shall be taken to be the notice to the Pension State Pension Fund Manager referred to in that Clause.
- 4.9.5 On any Business Day being not later than the sixth (6th) Business
  Day after the Participant submitted the completed form to any
  Authorised Branch under Clause 4.9.4, the Pension Fund Manager
  shall, subject to Clause 4.9.2, redeem the relevant number of Units
  held by Participant in his Individual Pension Account at Net Asset
  Value notified at close of the day on which the Participant submitted
  the completed form as aforesaid or, if such day is not a Business
  Day, on the first Business Day following that day and the proceeds
  realized thereby shall be paid to the Participant subject to Clause
  4.9.1.

The provisions relating to withdrawal of funds before the date of retirement set out in Clauses 4.9.1 to 4.9.5 may change due to amendments in or substitutions of the Rules and/or the income Tax Ordinance, 2001. Any such changes shall be deemed to become part of this Trust Deed without the need for executing supplemental trust deeds.

#### 4.10 BENEFITS ON DEATH BEFORE RETIREMENT

- 4.10.1 In case of death of a Participant before the date of retirement, all the Units of the Sub-Funds to his credit shall be redeemed at Net Asset Value notified at close of the day on which information of the Participant's death acceptable to the Trustee in its sole discretion (and authenticated in such manner as the Trustee may require to its satisfaction) is given in writing to the Pension Fund Manager by any nominee, executor, administrator or successor of the deceased Participant or, if such day is not a Business Day, the first Business Day following such day, and the proceeds realized thereby shall be credited to the Participant's Individual Pension Account, which shall earn the rate of interest, markup or profit paid to depositors for deposits of a similar maturity by a Bank selected by the Pension Fund Manager in its discretion.
- 4.10.2 The total amount in the Individual Pension Account of the deceased Participant shall be divided among the survivor(s) nominated by the Participant according to the percentages specified in the nomination deed executed by the Participant and delivered to the Pension Fund Manager, and each nominated survivor shall then have the following

- (a) withdraw his share of the amount subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001);
- (b) In accordance with the Rules, transfer his share of the amount into his existing Individual Pension Account with the Pension Fund Manager or his new Individual Pension Account to be opened with the Pension Fund Manager;
- (c) if he is aged fifty five (55) years or more, use his share of the amount to purchase an Approved Annuity Plan on his life from a Life Insurance/ Takaful Company; or
- (d) if he is aged less than fifty five (55) years, use his share of the same o
- 4.10.3 Death benefits paid to the survivor(s) nominated by a Participant under any group life cover taken out by the Participant as part of the Pension Fund shall be additional benefits payable to the nominated survivor(s).
- 4.10.4 After a Participant's death the only persons recognized by the Trustee and the Pension Fund Manager as having title to the Sub-Fund Units held in the deceased Participant's Individual Pension Account shall be:
  - (a) the survivor(s) nominated in a nomination deed executed by the Participant in a form acceptable to the Pension Fund Manager and delivered by the Participant to the Pension Fund Manager; or
  - (b) if no such deed has been delivered by the Participant to the Pension Fund Manager, the executors, administrators or successors of the deceased Participant.
- 4.10.5 Any person or persons becoming entitled pursuant to Clause 4.10.4 to any Sub-Fund Units in consequence of the death of any Participant may, subject as hereinafter provided, upon producing such evidence as to his title as the Trustee shall think sufficient, exercise rights under Clause 4.10.2; provided that in case the persons becoming entitled to any Sub-Fund Units are the executors, administrators or successors of the Participant under Clause 4.10.4(b), then in Clause 4.10.2 reference to "survivor(s) nominated" and "nominated survivor" shall be taken to mean such executors, administrators or successors and reference therein to "percentages specified in the nomination deed executed by the Participant and delivered to the Pension Fund Manager" shall be taken to mean the inter se ownership entitlements of such executors, administrators or successors; provided further that the Pension Fund Manager or the Trustee may at their discretion request such executors, administrators or successors to provide succession certificates or other such mandate from a court or lawful

in any disputes among the nominated survivors and/or such executors, administrators or successors and/or the rest of the legal heirs or the legal representatives of the deceased Participant; provided further that all the limitations, restrictions and provisions of this Trust Deed related to withdrawal of funds before retirement shall be applicable shall be applicable to withdrawais pursuant to Clause 10.4.2(a).

#### 4.11 INSTRUCTIONS FROM PARTICIPANTS

All the instructions from a Participant or his nominees, executors, administrators or survivors with regard to this Pension Fund shall be in writing. R. No. 308 Sub-Registrar-II Saddar Town, Karachi

#### 4.12 VALUATION OF ASSETS

Assets of the Pension Fund shall be valued in the manner specified in the Rules or as may be required by the Commission from time to time.

#### FREQUENCY OF VALUATION AND DEALINGS 4.13

- 1.13.1 The valuation of the Sub-Fund Units will be carried out on each Business Day.
- 4.13.2 The valuation shall be conducted as at the close of a Business Day.
- 4.13.3 Contributions from participants and requests for withdrawals and transfer to other pension fund manager will be received on all business days.

#### MODE OF ANNOUNCEMENT OF NET ASSET 4.14 VALUES

- 4.14.1 The Net Asset Value of Units determined by the Pension Fund Manager shall be made available to the public at Authorized Branches. The Pension Fund Manager shall arrange to publish the Net Asset Value in a leading newspaper(s) and shall also make it available on its website.
- 4.14.2 Any sum or Unit price computed under this Trust Deed shall be adjusted to the nearest paisa, 2 rounded upwards.

## 4.15 PAYMENT OF PROCEEDS

4.15.1 The amount payable on withdrawal shall be paid to the Participant or, in accordance with this Trust Deed, to his nominated survivors, executors administrators or successors by crossed cheque hav

Day from the date of presentation of the duly completed application for withdrawal at any Authorized Branch. The Pension Fund Manager shall ensure that adequate records in respect of the reason for any payment made are maintained. At the written request of the Participant, the Pension Fund Manager may at its discretion (but shall not be bound) advise the Trustee to pay proceeds through some other mode of payment (other than cash).

4.15.2 In the event that any withdrawal request or request to transfer the whole or any part of a Participant's Individual Pension Account is incomplete in any respects, the Pension Fund Manager or the Registrar shall inform the Participant of the discrepancies within one week of the receipt of the request. The payment shall not be made unless all discrepancies have been removed.

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4.15.3 In the event requests for transfer or withdrawal from the Pension Fund would result in redemption of Units on any day in excess of 10% of the issued Units of any Sub-Fund, the transfer or withdrawal requests so in excess may be deferred in accordance with the procedure set out in Clause 8.4 of this Trust Deed.

The receipt of a Participant or, in accordance with this Trust Deed, of his nominated survivors, executors, administrators or successors, or banking documents showing transfer to the Participant or, in accordance with this Trust Deed, to his nominated survivors, executors, administrators or successors, or in accordance with their instructions to any designated banker, Life Insurance/ Takaful Company or another pension fund, as the case may be, or proof of issue of a cheque and its mail to the Participant's or, in accordance with this Trust Deed, to his nominated survivors', executors', administrators' or successors' address for or of any moneys payable in respect of the Participant's Individual Pension Account shall be a good discharge to the Trustee and the Pension Fund Manager in respect of such moneys.

4.15.5 The method for payment of proceeds given in 4.15.1 to 4.15.4 shall be subject to change due to any changes prescribed by the Commission under the Rules and such changes shall be deemed to become part of this Trust Deed without the need to execute any supplemental trust deed.

#### 4.16 WITHHOLDING TAX

4.16.1 The Trustee on the advice of the Pension Fund Manager shall withhold any tax or tax penalty from payments to the Participants or in accordance with this Trust Deed, to their nominated survivors, executors, administrators or successors, as the case may be applicable under the Income Tax Ordinance, 2001 (Ordinance No.XLIX of 2001) and shall deposit the same in the Government treasury.

Fund shall be undertaken in accordance with Islamic Shariah as per the guidelines provided by the Shariah Advisor.

4.17.2 The Shariah Advisor shall prescribe investment screening and identification criteria and guidelines for determining Shariah compatibility of investments to be made by the Pension Fund.

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- 4.173 The Shariah Advisor shall conduct an annual audit of the operations of the Pension Fund to check compliance with the guidelines issued by it from time to time. This audit shall be followed by issuance of a certificate/ report to the Participants by the Shariah Advisor to be included in the Annual Report of the Pension Fund. This certificate/ report shall contain the Shariah Advisor's comments on and assessment of the Shariah compliance status of the Pension Fund including compliance by the Pension Fund of the Shariah Compliant investment guidelines issued by the Shariah Advisor for the period under review.
- 4.17.4 The Shariah Advisor shall also determine non-Shariah Compliant or Haram income that may have been earned by the Pension Fund during any such period of review. Such Haram income shall be distributed by the Pension Fund Manager as Charity to purify the remaining income of the Pension Fund. The method of calculation of the Haram income, its distribution across the Sub-Funds, the timing of the payment of such Haram income and the list of charities to which the Pension Fund Manager shall pay such Haram income shall be decided by the Pension Fund Manager in consultation with the Shariah Advisor and as per guidelines issued by the Commission from time to time.

## 5. FEES AND CHARGES

## 5.1 PENSION FUND MANAGER REMUNERATION -ALLOCATION OF FRONT-END FEE

- 5.1.1 The Pension Fund Manager may charge Front-end Fee up to a maximum of 3% from Contributions made to the Pension Fund, unless such Contributions are exempt from a Front-end Fee as provided in the Rules and this Trust Deed.
- 5.1.2 The following Contributions shall be exempt from a Front-end Fee charge:
  - (a) a transfer to a Participant's Individual Pension Account received by the Trustee for the Participant's account from another pension fund manager;
  - (b) a transfer to a Participant's Individual Pension Account received by the Trustee from pension policies approved by the Commission under Section 63 of the Income Tax

- (c) such other Contributions and transfers as may be declared by the Commission from time to time to be exempt from a Frontend Fee charge.
- 5.1.3 The Pension Fund Manager, in its sole discretion, may choose forth-Registrar-II reduce or altogether waive the Front-end Fee to any Participath orier Town, Karachii employer. Once the Pension Fund Manager has reduced or waived the Front-end Fee for any Contribution, or has accepted any Contribution without imposing the Front-end Fee, the Pension Fund Manager may not later re-charge that Front-end Fee; provided that Pension Fund Manager's reduction or waiver of Front-end Fee for any Participant or employer or for any Contribution of any Participant does not obligate the Pension Fund Manager to reduce or waive the Front-end Fee for Contributions made by other Participants or employers or for further Contributions of or for the same Participant.
- 5.1.4 The remuneration of Distribution Companies and Sales Agents shall be paid exclusively from any Front-end Fee received by the Trustee and no charge shall be made against the Trust Property in respect of such remuneration. The remaining amount of any Front-end Fee collected after disbursement of such remuneration shall be paid by the Trustee to the Pension Fund Manager. If the Front-end Fee received by the Trustee is insufficient to pay the remuneration of the Distribution Companies and Sales Agents, the Pension Fund Manager shall make up the difference from its own resources.
- Fayments mentioned in Clause 5.1.4 above shall be made by the Trustee to the Distribution Companies, Sales Agents and the Pension Fund Manager or, as the case may be, by the Pension Fund Manager to the Trustee, on monthly basis in arrears within thirty days following the end of the calendar month.
- 5.1.6 The Front-end Fee of 3% of Contributions and the management fee of 1.5% may be subject to change due to any review by the Commission and any change shall be deemed to become part of this Trust Deed without the need for executing any supplemental trust deed.

## 5.2 PENSION FUND MANAGER - MANAGEMENT FEE

- 5.2.1 The Pension Fund Manager shall be entitled to remuneration for its services out of the Trust Property by way of an annual management fee of 1.5% of the average of the values of the Net Assets of each of the Sub-Funds calculated during the year for determining the prices of the Units of the Sub-Funds.
- 5.2.2 The remuneration shall begin to accrue from the date of payment in full for all the Seed Capital Units subscribed by the Seed Investors in such manner as to achieve compliance with the undertaking given to the Commission by the Pension Fund Manager pursuant to Rule

on the basis of the actual number of days during such period for which such remuneration has accrued against the total number of days during such period.

- 5.2.3 The remuneration due to the Pension Fund Manager shall be calculated and accrued on a daily basis and paid to the Pension Fund Manager monthly in arrears within 15 days following the end of each calendar month in accordance with Clause 5.6. At the end of each Accounting Period a reconciliation shall be conducted for any overpayments or underpayments of management fee to the Pension Fund Manager for that Accounting Period and within 15 days of the end of the Accounting Period any overpaid amount shall be refunded by the Pension Fund Manager for the account of the Pension Fund or any underpaid amount shall be paid to the Pension Fund Manager out of the Trust Property.
- In consideration of the foregoing, and save as expressly provided in this Trust Deed, the Pension Fund Manager shall be responsible for the payment of all expenses it incurs from time to time in connection with its responsibilities as Pension Fund Manager. The Pension Fund Manager shall not make any charge against the Participants or against the Trust Property or against any Individual Pension Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Rules and this Trust Deed to be payable out of Trust Property. In the event that a Pension Fund Manager erroneously makes an incorrect charge, the Pension Fund Manager shall immediately notify the Trustee and the Commission and credit the incorrectly charged amount to the respective Sub-Funds, at its own expense.
- 5.2.5 The Pension Fund Manager 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 Trust Deed.

### 5.3 TRUSTEE REMUNERATION

5.3.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property based on an annual tariff of charges annexed hereto (Annexure - E) and approved by the Commission, which shall be applied to the average daily Net Assets of the Pension Fund during

such calendar month. The remuneration shall begin to accrue from the date of payment in full on all Sub-Fund Units subscribed by the Seed investors, including the Pension Fund Manager. For any period other than a full calendar month 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 in the calendar month concerned.

5.3.2 The remuneration due to the Trustee shall be calculated and accrued

Clause 5.6. At the end of each Accounting Period a reconciliation shall be conducted for any overpayments or underpayments of remuneration paid or payable to the Trustee for that Accounting Period and within 15 days of the end of the Accounting Period any overpaid amount shall be repaid by the Trustee for the account of the Pension Fund or any underpaid amount shall be paid to the Trustee out of the Trust Property.

- In consideration of the foregoing, the Trustee shall be responsible for Town, Karachi 5.3.3 the payment of all expenses incurred by the Trustee from time to time in connection with its duties as trustee of the Trust. The Trustee shall not make any charge against the Participants or against the Trust Property or against any Individual Pension Account for its services or for its expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules and this Trust Deed.
- The Trustee shall bear all expenditures in respect of its secretarial 5.3.4 and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Trust Deed.
  - Any change in the remuneration of the Trustee agreed to by the Pension Fund Manager shall require the prior approval of the Commission.

#### FORMATION COST 5.4

5.3.5

Maximum Formation Costs of PKR 750,000/- that can be charged to the Pension Fund and shall be amortized over a period of three years and shall not include any marketing, sales, promotional or educational, communication or any form of advertisement cost.

#### 5.5 OTHER EXPENSES

Other expenses that shall be chargeable to the Pension Fund in accordance with Clause 5.6 shall include:

- (a) brokerage and transaction costs solely related to investment purchases and sales of the Trust Property;
- legal costs incurred in protecting the interests of the Pension Fund or the collective interest of the Participants;
- bank charges and financial costs related to borrowings for withdrawals or transfers in relation to the Pension Fund:
- audit fees in relation to the Pension Fund; and (d)
- annual fee payable to the Commission but not any fines. charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related

- (f) Taxes applicable to the Pension Fund on its income, turnover, assets or otherwise, if any, but not any fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies in relation to the Pension Fund; and R. No. 308
- (g) custody charges, including Central Depositary Company of Authority Pakistan Limited charges, if any.

## 5.6 FEES, CHARGES, COSTS, ETC. TO BE CHARGED TO THE SUB-FUNDS

- 5.6.1 The Pension Fund Manager's management fee and the Trustee's remuneration shall be charged each Sub-Fund in proportion to the Net Assets of each Sub-Fund.
- 5.6.2 Formation Cost shall be divided equally among all the Sub-Funds.
- 5.6.3 Brokerage and transaction costs in accordance with Clause 5.5(a), bank charges and financial costs in accordance with Clause 5.5(c), custody charges in accordance with Clause 5.5(g) and Taxes in accordance with Clause 5.5(f) shall be charged to the pertinent Sub-Funds.
- 5.6.4 Legal costs in accordance with Clause 5.5(b), audit fees in accordance with Clause 5.5(d) and annual fees payable to the Commission in accordance with Clause 5.5(e) shall be charged to the pertinent Sub-Funds in proportion to their respective Net Assets.

## 6. INVESTMENT OF THE TRUST PROPERTY & RESTRICTIONS

#### 6.1 TRUST PROPERTY

- 6.1.1 The Trust Property initially shall be constituted out of the proceeds of the Seed Capital Units issued to the Seed Investors.
- 6.1.2 All cheques, drafts, pay orders and other instruments of payment received on account of the Contributions to the Pension Fund from time to time shall be forthwith delivered by the Distribution Companies to the Trustee in accordance with the instructions given by the Pension Fund Manager from time to time.
- 6.1.3 The net proceeds after deduction of any Front-end Fee shall constitute Trust Property vested in the Sub-Funds of the Pension Fund.
- 6.1.4 The Trustee shall take the Trust Property into its custody or under its control, either directly or through a Custodian and hold it in trust for the benefit of the Participants in accordance with the provisions of the Rules and this Trust Deed. The Trust Property shall always be kept as separate property and shall not be applied to any purpose.

registered until disposed of pursuant to the provisions of this Trust Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.

- 6.1.5 All cash forming part of the Trust Property shall be deposited by the Trustee in separate account(s) to be opened in the name of the Trustee, as a nominee of the Pension Fund, with Banks or financial institutions having at least minimum BBB (or equivalent) rating, approved by the Pension Fund Manager. Such banks or financial institutions shall be required to allow profit thereon in accordance with the rules prescribed by such banks or the financial institutions.

  for sharing of profits or mark-up on Shariah Compliant deposits ub-Registrar-II maintained in such accounts or under any other arrange fraction, Karachi approved by the Pension Fund Manager at rate that are not lower than rates offered by such banks and financial institutions to other depositors for deposits of similar maturity.
- 6.1.6 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, the Pension Fund Manager or a Custodian shall not, except for the purpose of the Pension Fund, create or purport to create any mortgages, charges, liens or any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation, whether actual or contingent, on the Trust Property.

The Trustee shall have the sole responsibility for the safekeeping of the Trust Property. In the event of any loss caused through negligent, reckless or willful act or omission on the part of the Trustee, the Trustee shall forthwith replace the lost investment with similar investment of the same class and issue together with all rights and privileges appertaining thereto or compensate the Pension Fund to the extent of such loss.

- 6.1.8 Remuneration of the Pension Fund Manager, remuneration of the Trustee and all other expenses pursuant to Clause 5.5 shall be payable out of the Trust Property.
- 6.1.9 Formation Costs, including expenditure incurred in connection with the establishment and authorization of the Pension Fund, shall be borne by the Pension Fund, paid to the Pension Fund Manager within the first three months of complete receipt of proceeds against Seed Capital Units subscribed by the Seed Investors and amortized over a period of three years.

## 6.2 INVESTMENT POLICY OF THE PENSION FUND

- 6.2.1 The Pension Fund Manager shall make investment of the Pension Fund in a transparent, efficacious, prudent and sound manner. The Pension Fund will initially consist of three Sub-Funds.
- 6.2.2 Prior to the Contribution Date the Trustee shall hold the Trust

such cash in Shariah Compliant short term money market investments, as advised by the Pension Fund Manager. Any income from such investments shall accrue to the Sub-Fund to which it pertains. After the Contribution Date all cash shall be invested by the Registrar-II Trustee strictly in compliance with the Investment Policy at the Town, Karachi direction of the Pension Fund Manager, in Authorized Investments or in cash (including foreign currencies).

All the investments of the UBL Islamic Retirement Savings Fund shall 6.2.3 be strictly in compliance with the Prescribed Investment Policy (subject to relaxations if any, granted by the Commission from time to time). Furthermore, Investments shall be made only in those securities that comply with the screening criteria and guidelines stipulated by the Shariah Advisor. Subject to prior approval of the Commission, the Pension Fund may invest in foreign Shariah Compliant securities issued, listed or otherwise and traded outside Pakistan on such terms, guidelines and directions as may be prescribed by the Commission and the State Bank of Pakistan from time to time.

#### 6.3 RESTRICTIONS

The Pension Fund Manager shall not at any time on behalf of the Pension Fund:

- enter into a short sale transaction in any security, whether (a) listed or unlisted;
- purchase from or sell to any Connected Person any security: (b)
- lend, assume, guarantee, endorse or otherwise become (c) directly or contingently liable for or in connection with any obligation or indebtedness of any person; provided that investment in sale and repurchase transactions involving Government securities or such listed securities which are regulated by the stock exchanges shall not be prohibited under this paragraph (c) subject to the condition that risk management parameters are disclosed in the Offering Document;
- borrow any funds except for meeting withdrawal requests or (d) transfer of funds to other pension fund managers in relation to the Pension Fund and such borrowing shall not exceed fifteen per cent of the total Net Asset Value of the Pension Fund at any time and shall be repayable within a period of ninety days; provided that any such borrowing shall be immediately communicated to the Commission with details of amount and payback plan;
- invest in any security of a company if any director, officer of (e) the Pension Fund Manager owns more than five per cent of the total nominal amount of the securities issued or allactively the directors and officers of the Pension Fund

(f) except where it is necessary to protect its investment, seek to acquire a controlling interest in any enterprise in which it has invested or has any other interest which would give it primary responsibility for management.

## 6.4 ALLOCATION POLICY

A Participant has the option to select any Allocation Scheme in relation to his Contributions and shall make such selection at the date of opening his Individual Pension Account. A Participant may change any Allocation Scheme selected by him in relation to his Contributions to a different Allocation Scheme selected by him by Sending written notice of the change to the Pension Fund Manager and Registrar-II least 15 days prior to any anniversary of the date on which and Town, Karachi Individual Pension Account was opened and in such case the change will take effect from such anniversary or, if such anniversary date is not a Business Day, on the first Business Day following such anniversary date.

The number of Units of any Sub-Fund purchased out of Contributions made by any Participant shall be determined in accordance with the Allocation Scheme selected by the Participant.

The Pension Fund Manager may assist a Participant in the selection of a suitable Allocation Scheme but the final decision and responsibility as to which Allocation Scheme to choose shall lie with the Participant.

The Prescribed Allocation Policy current at the date of this Trust Deed requires that the Pension Fund Manager shall offer at least four Asset Allocation Schemes. In addition Pension Fund Manager may, with the approval of the Commission, offer additional Allocation Scheme(s), for example in relation to lifecycle products. Details of all the Allocation Schemes offered in respect of the Pension Fund shall be given in the Offering Document or any Supplemental Offering Document.

6.4.5 The Pension Fund Manager or the Registrar shall ensure a built-in mechanism to facilitate the changes in asset allocation automatically between the Sub-Funds within the limits of the Prescribed Allocation Policy as and when required by the Pension Fund Manager.

6.4.6 If any Participant fails to select an Allocation Scheme at the date of opening his Individual Pension Account, the Pension Fund Manager shall allocate Contributions of the Participant to the Default Allocation Scheme as described in the Offering Document, which Default Allocation Scheme shall then be deemed to be the Participant's selected Allocation Scheme.

6.4.7 The Pension Fund Manager shall make re-allocation of the Sub-Fund
Units between the Sub-Funds at least once a year to ensure that
allocations of Sub-Fund Units of all the Participants are according to

6.4.2

6.4.3

6.4.4

- 6.4.8 An Individual Pension Account shall not be subject to any lien, pledge, encumbrance or attachment in the execution of a decree, nor shall it be chargeable or assignable; and any agreement to charge or assign an allowance shall be void, and no sum shall pass to any trustee or person acting on behalf of a Participant's creditors in the event of his bankruptcy.
- 6.4.9 Each Participant shall provide an undertaking that he has no objection to the Investment Policy and that he is fully aware of the risks associated with the Allocation Scheme selected by him.
- 6.4.10 The criteria of allocations may be subject to changes and modifications from time to time in accordance with the changes in the Investment Policy and the Prescribed Allocation Policy. All such changes shall be announced through Supplemental Offering Documents and shall be deemed to become part of this Trust Deed without the need to execute supplemental trust deeds.

## STATEMENTS AND DECLARATIONS

R. No. 308 Sub-Registrar-II Saddar Town, Karachi

## 7.1 PARTICIPATING PARTIES

7.

7.1.2

- 7.1.1 UBL Fund Managers Limited agrees to act as the pension fund manager of the Pension Fund.
  - MCB Financial Services Limited (formerly Muslim Commercial Financial Services (Private) Limited) agrees to act as the trustee of the Pension Fund.

# 7.2 OBLIGATIONS OF THE PENSION FUND MANAGER

- 7.2.1 The responsibilities of the Pension Fund Manager are to invest and manage the assets of the Pension Fund according to the provisions of this Trust Deed and the Rules, in good faith, to the best of its ability, and without gaining any undue advantage for itself or any Connected Persons or its officers.
- 7.2.2 The Pension Fund Manager shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its functions as pension fund manager of the Pension Fund, howsoever designated, as if they were its own acts or omissions.
- 7.2.3 The Pension Fund Manager shall account to the Trustee for any loss in value of the assets of the Pension Fund caused by its negligence, reckless or willful acts or omissions.
- 7.2.4 The Pension Fund Manager shall maintain proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of each of the Sub-Funds, all transactions for the account of the Sub-Funds and Contributions received by the Pension Fund and withdrawals by the Participants including detail of tax penalties and withholding tax deducted at source and transfer or receipt of balances in the

- 7.2.5 The Pension Fund Manager shall prepare and transmit an annual report, together with a copy of the balance sheet and income and expenditure account and the Auditor's report of the Sub-Funds, within three months of the close of each Accounting Period to the Commission and the Participants, and the balance sheet and income and expenditure account shall comply with the requirements of the Rules.
- 7.2.6 The Pension Fund Manager shall within one month of the close of the first, second and third quarter of each Accounting Period, prepare and transmit to the Participants and the Commission a balance sheet he Registrar-II as on the end of that quarter and a profit and loss account for that quarter, whether audited or otherwise, of the Pension Fund, and the balance sheet and income and expenditure account shall comply with the requirements of the Rules; provided that the Pension Fund Manager may, with the prior approval of the Commission, post the said quarterly accounts on its website instead of mailing them to the Participants.

The Pension Fund Manager shall maintain the Register and inform the Commission of the address where the Register is kept. For this purpose it may appoint a Registrar, who shall maintain Participants' records, issue statements of account and receipts for Contributions, process withdrawals and carry out all other related activities.

The Pension Fund Manager will appoint with the consent of the Trustee, at the establishment of the Pension Fund and upon any vacancy, the Auditor.

- 7.2.9 The Pension Fund Manager shall furnish to the Commission within one month of the close of each Accounting Period (i) particulars of the personnel (executive, research and other) managing the Pension Fund, (ii) total number of Participants, (iii) total value of all Individual Pension Accounts, (iv) total Contributions for the previous Accounting Period (if any), and (v) such other information that may be prescribed by the Commission from time to time.
- 7.2.10 The Pension Fund Manager shall send an account statement as at the 30th June and the 31st December each year, within thirty days thereafter to each Participant, confirming the transactions for the six month period before that date in the Participant's Individual Pension Account, including the amount and type(s) of Contributions received (that is, whether from an employer or the Participant); incoming transfers from other pension fund manager(s) or incoming transfers from any provident fund or transfer from a deceased person's Individual Pension Account or other types of benefit disbursements; retirement or pre-retirement payments along with the taxes withheld;

death benefit payment or transfer to heirs; outgoing transfer to purchase an Approved Annuity Plan from a Life Insurance/ Takaful



any supplementary schemes opted by the Participant; or any other transaction. The statements shall include details of the number of Units allocated and held, the current valuation of the Units and such other information as may be specified by the Commission. Such account statement shall be provided to each Participant free of charge. Additionally, each Participant shall be entitled to receive any statement in respect of his Individual Pension Account at any time on written application. Such information may also be posted on the website or emailed and furnished electronically, subject to prior approval of the Commission.

- 7.2.11 The Pension Fund Manager shall send a certificate as at 30th June in h Registrar-II each year for claiming the tax credit to the Participants confirming da. Town, Karachi the total Contribution made into their Individual Pension Accounts during the current Tax Year. The Pension Fund Manager shall send the certificate by 31st July each year.
- 7.2.12 The Pension Fund Manager shall, after intimating the Commission and the Trustee, from time to time appoint, remove or replace one or more Distribution Company(les) for carrying the Distribution Function at one or more locations, on terms and conditions to be incorporated in the Distribution Agreement to be entered into between the Distribution Company and the Pension Fund Manager.
- 7.2.13 The Pension Fund Manager shall send any other statement or certificate to the Participants which may be necessary under the Rules.
- 7.2.14 The Pension Fund Manager shall furnish to the Commission a copy of its annual report and half yearly report, together with copies of the balance sheet, profit and loss account, directors' report and auditors' report within two months of the close of its accounting year and within one month of its half year.
- 7.2.15 The Pension Fund Manager shall not be under any liability except such liability as may be expressly assumed by it under the Rules and this Deed nor shall the Pension Fund Manager (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence, reckless or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of this Trust Deed the Pension Fund Manager 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.
- 7.2.16 The Pension Fund Manager shall provide and replicate all recorded information to the trustee and shall arrange the reconciliation of these records with the Trustee on a periodic basis as may be mutually agreed between the two parties or as specified by the Commission.

## 7.3 RESTRICTIONS FOR PENSION FUND MANAGER

The Pension Fund Manager shall not:

- (a) merge with, acquire or take over management of any other pension fund or pension fund manager unless it has obtained the prior approval of the Commission in writing for such merger, acquisition or takeover;
- (b) pledge any of the securities held or beneficially owned by the Pension Fund except for the benefit of the Pension Fund and with prior approval of the Commission;
- (c) accept deposits from another pension fund;
- (d) make a loan or advance money to any person except to No. 308 connection with the normal business of the Pension Fund; Sub-Registrar-Saddar town. Kar
- (e) participate in a joint account with others in any transaction;
- (f) apply any part of its assets to real estate; provided that the Pension Fund Manager may purchase real estate for its own use out of its own shareholders' fund;
- (g) make any investment with the purpose of having the effect of vesting the management or control in the Pension Fund; or
- (h) employ as a broker, directly or indirectly, any of its directors, officers or employees or a member of a family of such person which shall include spouse, parents, children, brothers and sisters and enter into transactions with any broker who is a Connected Person where such transactions shall equal or exceed ten per cent or more of the brokerage or commission paid by the Pension Fund in any one Accounting Period; provided that the Commission may, in each case on merits, permit the ten percent limit to be exceeded if the broker who is a Connected Person offers advantages to the Pension Fund not available elsewhere.

## 7.4 RETIREMENT OR REMOVAL OF PENSION FUND MANAGER

- 7.4.1 The Pension Fund Manager may, by giving at least 90 days' prior written notice in writing to the Participants with the prior written approval of the Commission, retire from management of the Pension Fund.
- 7.4.2 Where the Pension Fund Manager has given notice in accordance with Clause 7.4.1, its retirement shall be effective on the date being not less than 90 days after the date of such notice on which, with the approval in writing of the Commission, it appoints a new pension fund manager to manage the Pension Fund in accordance with this



35 The Trustee may, by giving notice in writing to the Pension Fund 7.4.3 Manager with the prior approval of the Commission, remove the Pension Fund Manager if any of the following events have occurred: the Pension Fund Manager has contravened the provisions of (a) this Trust Deed in any material respect and has failed to rectify the contravention within (i) 30 days from the date of notice in writing given by the Trustee to the Pension Fund Manager regarding the contravention, such notice to be given o. under intimation to the Commission, or (ii) such other period ub Registrar-II as may be specified by the Commission, in respect of the lar Town, Karachi subject contravention; provided that such notice by itself shall not be considered as an admission of contravention on

defend such action;

308 part of the Pension Fund Manager who shall have the right to

- the Pension Fund Manager goes into liquidation (other than (b) voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation); or
- a receiver is appointed over any of the assets of the Pension (c) Fund Manager.
- The removal of the Pension Fund Manager from management of the Pension Fund by the Trustee under Clause 7.4.3 shall be effective on the date on which, with the approval in writing of the Commission, the Trustee appoints a new pension fund manager to manage the Pension Fund in accordance with this Trust Deed and the Rules.
- The Commission may, in exercise of its powers under the Rules, 7.4.5 remove the Pension Fund Manager from management of the Pension Fund and appoint in its place a new pension fund manager to manage the Pension Fund in accordance with this Trust Deed and the Rules.
- The Commission may, in exercise of its powers under the Rules, 7.4.6 cancel the registration of the Pension Fund Manager as a pension fund manager, in which case the Pension Fund Manager, if not already removed from the management of the Pension Fund, shall stand removed from such management upon such cancellation.
- If the Commission has cancelled the registration of the Pension Fund 7.4.7 Manager as provided in Clause 7.4.7, the Commission shall appoint another pension fund manager to manage the Pension Fund in accordance with this Deed and the Rules.
- Upon a new pension fund manager being appointed, the Pension 7.4.8 Fund Manager shall take immediate steps to deliver all the documents and records pertaining to the Trust to the new pension fund manager and shall pay all sums due to the Trustee.
- Upon its appointment the new pension fund manager shall exercise 7.4.9

though such new pension fund manager had originally been a party hereto.

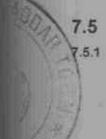
- 7.4.10 If so directed by the Commission, the Pension Fund Manager shall not receive any Contributions from any of the Participants or make any other transaction on account of the Pension Fund as from the date of issue of the notice as referred to in Clause 7.4.3 or as from the date of issue of the Commission's order in writing under Rule 6 of the Rules.
- 7.4.11 The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Pension Fund Manager are audited by the Auditors of the Pension Fund and the audit report is submitted, within one month from the date of such appointment, to the Commission, the Trustee and the new Pension Fund Manager. The Trustee with the approval of the Commission shall decide the cost of such interim audit and the same may be charged to the Pension Fund with the prior approval of the Commission.

Sub-Registrar-II Saddar Town, Karachi

#### OBLIGATIONS AND POWERS OF THE TRUSTEE

The Trustee shall comply with the provisions of this Trust Deed and the Rules when performing 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 Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee in consultation with the Pension Fund Manager; provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Pension Fund for any loss in value of the Trust Property where such loss has been caused by negligence or any reckless or willful act and / or omission of the Trustee or of any of its directors, officers, nominees or agents.

- 7.5.2 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Participants. The Trustee shall not be under any liability on account of anything done or not done by the Trustee in good faith in accordance with or in pursuance of any request of the Pension Fund Manager, provided that the Trustee's actions and the Pension Fund Manager's requests are not in conflict with the provisions of this Trust Deed or the Rules. Whenever pursuant to any provision of this Trust Deed any certificate, notice, direction, instruction or other communication is to be given by the Pension Fund Manager to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Pension Fund Manager by any person whose signature the Trustee is for the time being authorized in writing by the Pension Fund Manager to accept.
- 7.5.3 The Trustee shall take into its custody or under its control all the Trust Property, including properties of the Sub-Funds and hold the same in trust for the Participants in accordance with the Applicable



- 7.5.4 The Trustee shall be liable for any act or omission of any agent with whom any Investments are deposited as if they were the acts or omissions of any nominee in relation to any Investment.
- 7.5.5 The Trustee shall be liable for the act and omission of the lender and its agent in relation to assets forming part of the property of the Pension Fund and, where borrowing is undertaken for the account of the Pension Fund, such assets may be registered in the lender's name or in that of a nominee appointed by the lender.
- 7.5.6 The Trustee shall ensure that the issue, redemption and cancellation of Units are carried out in accordance with the provisions of this Trust Deed and the Rules.
- 7.5.7 The Trustee shall ensure that the methods adopted by the Pension Fund Manager in calculating the values of the Units of each Sub-Fund are adequate and that the Net Asset Value is calculated in accordance with the provisions of this Trust Deed or as specified by the Commission.
- 7.5.8 The Trustee shall carry out the instructions of the Pension Fund Manager in respect of investments unless they are in conflict with the Investment Policy, the Offering Document or this Trust Deed.
- 7.5.9 The Trustee shall ensure that the Investment Policy and the borrowing limitations set out in this Trust Deed, the Rules and other conditions under which the Pension Fund was authorized are complied with.
- 7.5.10 The Trustee shall issue a report to be included in the annual report to be sent to Participants whether, in the Trustee's opinion, the Pension Fund Manager has in all material respects managed the Pension Fund and the Sub-Funds in accordance with the provisions of this Trust Deed, and if the Pension Fund Manager has not done so, the respects in which it has not done so and the steps which the Trustee has taken in respect thereof.
- 7.5.11 The Trustee shall ensure that Units are not allocated until Contributions have been received.
- 7.5.12 The Trustee shall, from time to time appoint, remove or replace one or more Custodian(s) as an agent of the Trustee at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee;
- 7.5.13 The Trustee shall make available or ensure that there is made available to the Pension Fund Manager such information as the Pension Fund Manager may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Pension Fund.
- 7.5.14 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Pension Fund

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Trustee shall endeavor to provide the certification at the earliesk data he reasonably possible.

- 7.5.15 None of the Trustee, the Custodian (if Trustee has appointed another person as Custodian), the Pension Fund Manager or any of their Connected Persons shall sell or purchase or deal in the sale of any investment or enter into any other transaction with the Pension Fund save in the capacity of an intermediary.
- 7.5.16 The Trustee shall promptly provide proxies or other forms of power of attorney to the order of the Pension Fund Manager with regards to any voting rights attaching to any Investments.
- 7.5.17 The Commission may, if it is satisfied that it is necessary and expedient so to do in the interest of the Participants, or in the interest of the capital market and public, by an order in writing, give such directions to the Trustee which are essential to enforce the Rules including but not limited to making arrangements for safe custody of assets of the Pension Fund, submission of reports and disclosure of information.

7.5.18

- The Trustee shall, if requested by Pension Fund Manager and may if it considers necessary for the protection of Trust Property or safeguarding the interest of Participants, institute or defend any suit, proceeding, arbitration or inquiry 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 pleading 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 directors and officers. All costs, charges and expenses (including reasonable legal fees) incurred in instituting or defending any such action shall be borne by the Pension Fund 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 negligence or breach of fiduciary duties in connection with its duties as the Trustee under this Trust Deed or the Rules.
- 7.5.19 The Trustee shall obtain and maintain replication of all the records of the Participants maintained by the Pension Fund Manager or the Registrar, as the case may be, and shall keep the records updated on fortnightly basis.

## 7.6 RETIREMENT OR CHANGE OF TRUSTEE

7.6.1 The Trustee shall not be entitled to retire voluntarily or otherwise except upon the appointment of a new trustee. In the event of the Trustee desiring to retire, the Pension Fund Manager with the prior written approval of the Commission and within a period of three months of the Trustee giving notice of its intention to retire to the Pension Fund Manager shall by a deed supplemental hereto under the seal of the Pension Fund Manager and the Trustee appoint a new

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the assets of the Trust in the name of the new trustee. The retirement of the Trustee shall take effect at the same time as the new trustee is appointed and the supplemental trust deed reflecting this appointment is executed. The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Trustee are audited by the Auditors and the audit report is submitted within one month time from the date of such

appointment to the Commission, the newly appointed Trustee and the Pension Fund Manager. The Trustee with the approval of the Commission shall decide the cost of such interim audit and the same may be charged to the Pension Fund with the prior approval of the Commission.

7.6.2 If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Pension Fund Manager) or ceases to carry on business of trusteeship or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Pension Fund under the provisions of the Rules, the Pension Fund Manager shall forthwith by instrument in writing remove the Trustee from its appointment under this Trust Deed and shall by the same or some other instrument in writing simultaneously appoint as trustee some other company or corporation according to the provisions of the Rules and this Trust Deed as the new trustee.

The Commission after giving thirty days notice, may remove the Trustee by order in writing on grounds of any material default or non-compliance with the provisions of the Rules or this Trust Deed, negligence of its duties or incompetence in performing its duties or if the Commission is of the opinion that the Trustee has otherwise neglected or failed to comply with any order or direction of the Commission and considers that it would be in the interest of the Participants so to do; provided that such notice shall not per se be regarded as an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.

7.6.4 The Pension Fund Manager may also remove the Trustee with the prior approval of the Commission after giving thirty days notice if the Pension Fund Manager feels that the Trustee is charging a remuneration that is not comparable to the market norm and it would be in the interest of the Participants to appoint another trustee. For this purpose, if the Pension Fund Manager, based on a firm quotation or offer received from an alternate institution (qualified to be appointed as trustee of a pension fund) determines that the remuneration being paid to the Trustee is not comparable to the market norm and that for this reason it would be in the interest of the Participants to appoint another trustee on such favorable terms, it will issue a thirty days notice of removal of the Trustee on this ground; provided that after receiving such notice from the Pension Fund Manager, the Trustee shall have the option to continue as trustee of the Pension Fund on such favorable terms offered by the

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shall become effective with the Commission's approval once attal newly appointed trustee takes charge of all duties and responsibilities.

- 7.6.5 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 deposited in any Individual Pension Account held by or for the Trustee under any Approved Income Payment Plan to the new trustee and shall make payments to the new trustee of all sums due from the Trustee.
- 7.6.6 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 as trustee of the Pension Fund.
- 7.6.7 Notwithstanding the removal or resignation of the Trustee and its subsequent discharge from its duties under this Trust Deed and the Rules, the Trustee shall remain entitled to the benefit of the terms of this Trust Deed till the removal or resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Trust Deed and / or the Rules.

## 7.7 FOR THE TRUST

- Binding on Participants: The terms and conditions of the Rules and this Trust Deed and any deed supplemental hereto shall be binding on each Participant, and each Participant by signing the Prescribed Application Form authorizes and requires the Trustee and the Pension Fund Manager to do as required of them by the provisions of the Rules and the terms of this Trust Deed.
- 7.7.2 Participants Ranking Pari Passu: 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 for the benefit of the Participants ranking pari passu inter se, according to the number of Units of Sub-Funds held by each Participant in the relevant Sub-Funds. Similarly with respect to any funds held in bank account(s) pending ultimate disposal, all Participants whose funds are held in such bank account(s) shall rank pari passu inter se according to their balance.
- 7.7.3 Trustee's Reports to Participants: The Trustee shall include in the annual report to the Participants, or at any frequency prescribed by the Commission, a statement on whether, in its opinion, the Pension Fund Manager has in all material respects managed the Trust Property in accordance with the provisions of the Rules and this Trust Deed and, if in the Trustee's opinion the Pension Fund Manager has not done so, the Trustee's report shall describe the respects in which the Pension Fund Manager has not done so and the steps the Trustee has taken in respect thereof.
- 7.7.4 Base Currency: The currency of transaction of the Pension Fund is

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redemption of the Units in any other currency and shall wot be helder-II liable, save as may be specifically undertaken by the Persion Fund arachil Manager, after due approval from the Commission or the State Bank of Pakistan, as the case may be, and after fulfilling the foreign exchange regulations for receipt or payment in any other currency or for any obligations arising therefrom.

- 7.7.5 Limited Liability: A Participant is not liable to make any further payments after he has paid the Net Asset Value of his Units of Sub-Funds and no further liability can be imposed on Participants in respect of Units they hold.
- 7.7.6 Losses: In case any Sub-Fund sustains losses (other than losses due to negligent, reckless or willful act or omission on part of the Pension Fund Manager or the Trustee), such losses shall be charged to that Sub-Fund and not to the entire Pension Fund or to other Sub-Funds.
- 7.7.7 Claims: In the event of any claim being raised against the Pension Fund, such claim if found to be tenable by the Pension Fund Manager or any court or lawful authority shall be settled out of such components of the Trust Property which relate to the Sub-Fund(s) to which such claim may relate.

# DEALING, SUSPENSION, AND DEFERRAL OF

#### 8.1 SUSPENSION OF FRESH ISSUE OF UNITS

The Pension Fund Manager may at any time, subject to the Rules and under Intimation to the Trustee, suspend acceptance of all or any class of Contributions and suspend the issue of fresh Units in relation to such Contributions; provided that any such suspension shall not affect making of Contributions by the existing Participants. The Pension Fund Manager shall immediately notify the Commission if dealing in Units as provided in this Clause 8.1 is suspended and shall also have that fact published, immediately following such decision, in the newspaper in which the Net Asset Values of the Units affected by any suspension of Contributions are normally published.

#### 8.2 REFUSAL TO ACCEPT CONTRIBUTIONS

The Pension Fund Manager or the Distribution Company may at any time refuse to accept any Contribution in any of the following cases:

- (a) in case the Contribution is contrary to the Know-Your-Customer (KYC) rules or policy of the Pension Fund Manager or any other Applicable Laws relating to money laundering that the Pension Fund may be subject to or any rules relating to money laundering that the Pension Fund Manager may frame for self regulation;
- (b) In case the Contribution is made by an applicant who has not

- (c) In case the Contribution is contrary to the Applicable Laws of the foreign jurisdiction that the Pension Fund or the Participant or prospective Participant may be subject to or if accepting the Contribution may subject the Pension Fund or the Pension Fund Manager to additional regulations under the foreign jurisdiction;
- (d) if accepting the Contribution would in any case be contrary to the interests of the Pension Fund Manager or the Pension Fund or the Participants; and
- (e) if advised by the Commission to do so.

#### 8.3 CIRCUMSTANCES OF SUSPENSION OF REDEMPTION

- 8.3.1 Units of the Sub-Funds shall be redeemed only for the purposes set out in this Trust Deed.
- 8.3.2 Subject to Clause 8.3.1, the redemption of any Units of all or any of the Sub-Funds may be suspended or deferred by the Pension Fund Manager:
  - (a) during extraordinary circumstances, including war (declared or otherwise), natural disasters, a major breakdown in law and order, breakdown of the communication system, closure of one or more Stock Exchanges on which any of the Securities invested in by the Pension Fund are listed, closure of the banking system or strikes or other events that render the Pension Fund Manager or the Distributors unable to function, the existence of a state of affairs which in the opinion of the

Pension Fund Manager 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 Pension Fund or of the Participants, a break down in the means of communication normally employed in determining the price of any investment, remittance of money cannot be carried out in a reasonable time or if the Pension Fund Manager is of the view that it would be detrimental to the remaining Participants to redeem Units at a price determined in accordance with the Net Asset Value; or

- (b) execution of redemption of Units on any Business Day would result in more than ten percent (10%) of the issued Units of any Sub-Fund being redeemed; provided that any suspension or deferral of redemption of Units shall not affect any Approved Income Payment Plans.
- 8.3.3 Any decision by the Pension Fund Manager for the suspension or

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- 8.3.4 Subject to Clause 19, in the event of suspension or deferral of redemption of Units under Clause 8.3.2(b), the redemption of Units affected by the suspension or deferral shall be processed in accordance with the queue system described in Clause 8.4.
- 8.3.5 Any suspension or deferral of redemption of Units or any processing of Units in accordance with the queue system described in Clause 8.4 shall end on day on which the conditions giving rise to the suspension or deferral shall in the opinion of the Pension Fund Manager have ceased to exist and no other condition under which suspension or deferral of Units is authorized under this Trust Deed exists or, if such day is not a Business Day, on the first Business Day after such day.
- 8.3.6 Any suspension or deferral of redemption of Units or processing of Units in accordance with the queue system described in Clause 8.4 or any termination thereof under Clause 8.3.5 shall immediately be notified by the Pension Fund Manager to the Commission and published by the Pension Fund Manager in at least one daily newspaper circulating in each of Karachi, Lahore and Islamabad.

#### 8.4 QUEUE SYSTEM

If the Pension Fund Manager suspends or defers the redemption of Units of any Sub-Fund pursuant to Clause 8.3.2(b), the Pension Fund Manager shall invoke a

queue system whereby redemptions initiated for the affected Units shall be processed on a first-come-first-served basis for such of the affected Units as do not exceed 10% of the issued Units of the relevant Sub-Fund. Where it is not practical to determine the chronological ranking of any initiated redemptions in comparison to other redemptions initiated on the same Business Day, such initiated redemptions shall be processed on a proportional basis proportionate to the size of each initiated redemption. Redemptions of Units in excess of 10% of the issued Units of the relevant Sub-Fund shall be treated as initiated on the next Business Day; provided that if the carried over redemptions or the carried over redemptions together with the fresh redemptions initiated on such next business Day together exceed 10% of the issued Units of the relevant Sub-Fund, such redemptions shall once again be processed on a first-come-first-served basis and the process for redeeming Units as described in this Clause 8.4 shall be repeated and shall continue till such time the outstanding initiated redemptions come down to a level below ten percent (10%) of the then issued Units of the relevant Sub-Fund.

## 9. SAFEGUARD OF MONEY

Contributions shall be in form of crossed payees account cheques, pay orders or demand drafts or direct bank transfers to the account designated for the purpose by the Trustee and no payment shall be made to an intermediary except to the Pension Fund Manager or to any Distributors.

## 10. DISTRIBUTION RESTRICTIONS

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No payments or distributions shall be made for subscription of Units of Apprach! Sub-Fund in addition to the payments expressly allowed under this Trust Deed and the Rules.

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## 11. TAXATION

The Pension Fund shall be subject to taxation in accordance with the provisions of the Income Tax Ordinance, 2001 and any other Applicable Law.

## 12. REPORTS AND ACCOUNTS

The Pension Fund Manager shall prepare the financial accounts and reports required under the Rules for each of the Sub-Funds of the Pension Fund and such accounts and reports shall be prepared in such manner as may be prescribed by the Commission from time to time.

## 13. WARNINGS

IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONSULT YOUR STOCK BROKER, BANK MANAGER, LEGAL ADVISER, TAX ADVISER OR OTHER FINANCIAL ADVISER. THE PRICE OF THE UNITS OF THE SUB-FUNDS OF THE UBL ISLAMIC RETIREMENT SAVINGS FUND MAY DECREASE AS WELL AS INCREASE.

## 14. BORROWING

## 14.1 BORROWINGS BY TRUSTEE

Subject to Applicable Laws and to the terms and conditions herein contained, the Trustee may at any time and at the request of the Pension Fund Manager shall make arrangements with Banks or financial institutions for borrowing by the Trustee for the account of the Pension Fund:

- (a) provided that the charges, fees or mark-up payable to such Banks or financial institutions are not higher than the prevailing market rates on the borrowings of similar amount and duration; and
- (b) provided further that the maximum borrowing for the account of the Pension Fund shall not exceed the limit provided in the Rules but if subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Trust Property or redemption of Units, the Trustee or the Pension Fund Manager shall not be under any obligation to reduce such borrowing unless otherwise directed by the Commission.

## 14.2 TRUSTEE OR PENSION FUND MANAGER NOT

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any guarantee or provide security over their own assets adri securing and borrowings from banks and financial institutions for the account of the Karachi Pension Fund. Neither the Trustee nor the Pension Fund Manager shall in any manner be liable in their personal capacities for repayment of such loans or advances.

#### 14.3 TRUSTEE MAY SECURE TRUST BORROWINGS

For the purposes of securing any such borrowing the Trustee may with the approval of the Pension Fund Manager mortgage, charge, pledge or otherwise encumber in any manner all or any part of the Trust Property pertaining to the Sub-in respect of which such borrowing is required; provided that the aggregate amount secured by such mortgage, charge, pledge or other encumbrance shall not exceed the limit provided under the Rules, if any.

### 14.4 TRUSTEE OR PENSION FUND MANAGER NOT LIABLE FOR CONSEQUENCES OF TRUST BORROWINGS

Neither the Trustee nor the Pension Fund Manager shall incur any liability by reason of any loss to the Pension Fund or any loss that a Participant may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangements made in accordance with this Trust Deed.

## TRUST ARRANGEMENTS

#### 15.1 PRIMARY FUNCTIONS

- 15.1.1 Fund Management The Pension Fund Manager has the responsibility to take all investment decisions in relation to the Pension Fund within the framework of the Rules, the Investment Policy and this Trust Deed.
- 15.1.2 Control over Assets The Trustee has the responsibility for being the nominal owner for the safe custody of the assets of the Pension Fund on behalf of the beneficial owners (the Participants), within the framework of the Rules and this Trust Deed.
- 15.1.3 Participant Records The Pension Fund Manager has the responsibility to maintain Participants' records and for this purpose it may appoint a Registrar who shall be responsible for maintaining Participants' records and providing related services. The Registrar shall carry out the responsibility of maintaining Participants' records, issuing statements of account representing investment of the Participants in the Pension Fund and all other related activities.
- 15.1.4 Record Keeping The Pension Fund Manager has the responsibility for all record keeping and for producing financial reports from time to time in relation to the Pension Fund; provided that the Trustee has the responsibility to ensure timely delivery to the Pension Fund Manager of statements of account and transaction advices for banking and custodial accounts in the name and under the control of

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- 15.1.5 Participant Services The Pension Fund Manager has the responsibility to facilitate the Participants to make Contributions and to redeem the balance in the Individual Pension Accounts and to make adequate arrangements for receiving and processing applications in this regard.
- 15.1.6 Distribution The Pension Fund Manager shall from time to time appoint suitable parties as Distributors with the approval of the Trustee and the Commission. The Distributors shall act as the interface between the Participants, the Pension Fund Manager, the Registrar and the Trustee. The Distributors shall receive applications for contribution and redemption from the Participants.
- 15.1.7 Sales Agents The Pension Fund Manager may, at its own responsibility, from time to time appoint Sales Agents to assist it in promoting sales.

#### 15.2 ADMINISTRATIVE ARRANGEMENTS

The Trustee shall have all the obligations entrusted to it under the Rules and this Trust Deed; provided that the Trustee shall, in addition to the aforesaid obligations, facilitate the Pension Fund Manager's business in the following manner:

- (a) Attorney(s) and point person(s): The Trustee shall, under intimation to the Commission, nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Pension Fund Manager.
- (b) Custodian(s): The Trustee shall act as custodian for securities forming part of the Trust Property for which custody services are available with the Trustee. For other securities forming part of the Trust Property, the Trustee shall make appropriate custody arrangements with one or more Custodians. The Trustee shall provide custodial services for Trust Property to the extent other Custodian(s) cannot be identified for this purpose.

#### 15.3 BANK ACCOUNTS

15,3.1 The Trustee shall, at the request of the Pension Fund Manager from time to time, open separate Bank Accounts titled "MCBFSL- Trustee UBL Islamic Retirement Savings Fund" for the Pension Fund and each Sub-Fund for, inter alia, (i) receipt of proceeds of Seed Capital Units and subsequent Contributions into the Pension Fund, (ii) credit of proceeds realized on account of any transfer or withdrawal at or before retirement or re-allocation in relation to Individual Pension Accounts, and (iii) withdrawals from Approved Income Payment Plans for the Pension Fund.

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approved by the Pension Fund Manager having minimum investment grade entity rating awarded by a credit rating agency approved by the Commission and at such locations (including outside Pakistan) as determined by the Pension Fund Manager, subject to compliance with Applicable Laws and after obtaining all necessary Approvals as may be required from time to time.

15.3.3 Notwithstanding anything in this Trust Deed, the beneficial ownership of the balances in the Bank Accounts opened by the Trustee under Clause 15.3.1 shall vest at all times in the Participants collectively.

# 15.4 TRANSACTIONS RELATING TO THE PENSION FUND

The Trustee shall authorize and facilitate the provision to the Pension Fund Manager of daily statements of accounts for all the Bank Accounts being operated by the Trustee as a nominee of the Pension Fund.

# 15.5 TRANSACTIONS RELATING TO INVESTMENT ACTIVITY / PORTFOLIO MANAGEMENT

- 15.5.1 The Pension Fund Manager 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 Pension Fund. The Pension Fund Manager shall ensure that the settlement instructions are complete and accurate so as to facilitate timely settlement and the Trustee shall ensure that the settlement is handled promptly and in accordance with such instructions to the extent that they do not contravene the requirements of the Rules and this Trust Deed.
- 15.5.2 The Trustee shall ensure that, where applicable, payments against investments are made against delivery, and delivery of investments is made against payment.
- 15.5.3 The Trustee shall promptly forward to the Pension Fund Manager in relation to Trust Property 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 received from any court, government regulator, stock or other exchange or any other party having any connection with the transaction.
- 15.5.4 The Pension Fund Manager shall also advise the Trustee on a daily basis of the details of amounts to be paid from the respective Individual Pension Accounts to respective Participants against withdrawal requests.
- 15.5.5 The Pension Fund Manager shall also advise the Trustee on a daily basis of the details of amounts to be transferred to the Sub-Funds.
- 15.5.6 The Trustee shall pay to the Pension Fund Manager's order such

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- 15.5.7 The Trustee shall also, if so required by the nature of such notices of each deeds mentioned in the foregoing Clause 15.5.3, act in a manner that is in the best interest of the Pension Fund. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs reasonably incurred from the Pension Fund.
- 15.5.8 The Pension Fund Manager shall provide the Trustee with regular reports indicating 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 Pension Fund Manager any such amounts or warrants that are received on such accounts from time to time.
- 15.5.9 The Trustee shall provide proxies or other forms of powers of attorney to the order of the Pension Fund Manager with regard to any voting rights attaching to any Investment.

## 15.6 VOTING RIGHTS ON TRUST PROPERTY

- 15.6.1 All rights of voting attached to any Trust Property shall be exercisable by the Pension Fund Manager on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be the best interests of the Participants and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Participants shall not have any right to interfere or complain.
- 15.6.2 The Trustee shall, upon written request by the Pension Fund Manager and at the Trustee's own expense, from time to time execute and deliver or cause to be executed or delivered to the Pension Fund Manager or the nominees of the Pension Fund Manager powers of attorney or proxies authorizing such attorneys and proxies to vote consent or otherwise act in respect of any Investment in such form and in favor of such persons as the Pension Fund Manager may require in writing. The

word "vote" used in this Clause 15.6.2 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.

- 15.6.3 The Trustee shall forward to the Pension Fund Manager within six days of receipt of all notices of meetings and all reports and circulars received by the Trustee as the registered holder of any Investment.
- 15.6.4 All record related to voting rights stated in Clause 15.6.2 shall be maintained by the Pension Fund Manager at its registered office in

the Commission from time to time.

## 16. UNITS

## 16.1 LEGAL STATUS

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- 16.1.1 All Units, including the Seed Capital Units, and fractions thereof represent an undivided share in the Sub-Funds to which they belong and rank pari passu as to their rights in the Net Assets and earnings of such Sub-Fund and shall not be tradable or transferable. Each Participant has a beneficial interest in the Sub-Fund proportionate to the Units of the Sub-Fund held by such Participant. Units of each Sub-Fund shall be issued in registered, un-certificated form.
- 16.1.2 Seed Capital Units subscribed by the Seed Investors shall be offered and issued at the par value and shall not be redeemable for a period of three years from the date of issue or as may be determined by the Commission. The Pension Fund Manager may borrow from any Bank for its working capital requirements and can offer a charge on its entire assets which may include the Seed Capital Units if the Pension Fund Manager has subscribed for those Units.

## 17. MISCELLANEOUS

## 17.1 ARBITRATION

In the event of any disputes arising out of this Trust Deed between the Pension Fund Manager on the one part and the Trustee on the other part.

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, the Offering Document and/or the Supplementary Offering Documents, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Pension Fund Manager 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 law firms, or senior bankers or senior members of any Stock Exchange (who may even be the heads of corporate members of any Stock Exchange). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

# 17.2 DISPUTES BETWEEN THE PARTICIPANTS AND THE PENSION FUND MANAGER

If any complaint or dispute arises between any Participant or any of its any nominated survivors, executors, administrators or successors and the Pension Fund Manager under this Taxas Deviation

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#### 17.3 CONFIDENTIALITY

The Trustee, the Pension Fund Manager, the Registrar and the Custodian(s) and every director or officer of the said parties who are in any way engaged in the business of the Pension Fund and all persons employed or engaged by the said parties in connection with the business of the Pension Fund shall observe strict confidentiality in respect of all transactions of the Pension Fund, its Participants and all matters relating thereto and shall not 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 performance of their duties or by law or if compelled by any court of law or a competent authority.

#### 17.4 GENERAL

- 17.4.1 Any notice required to be served upon a Participant 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.
- 17.4.2 In case a general notice is required to be served upon all the Participants, the Trustee or the Pension Fund Manager shall advertise any such notice in two leading daily newspapers in Pakistan having primary circulation in Karachi, Lahore and Islamabad.
- 17.4.3 Service of a notice or document on any employer shall be deemed effective service on all the Participants registered through that employer unless the Participant has given notice to the Pension Fund Manager that he is no longer in the employ of that employer.
- 17.4.4 Any notice or document sent by post or courier service to or left at the registered address of a Participant shall notwithstanding that such Participant be then dead or bankrupt and whether or not the Trustee or the Pension Fund Manager 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 registered in favour of that Participant.
- 17.4.5 A copy of this Trust Deed and of any deed supplemental hereto shall be made available for inspection at the respective head offices of the Trustee and the Pension Fund Manager at all times during usual business hours and shall be supplied by the Pension Fund Manager to any person on application at a charge disclosed in the Offering Document.

## 18. MODIFICATION OF TRUST DEED

18.1 The Trustee and the Pension Fund Manager acting together shall be

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provisions of this Trust Deed in such manner and to such extent as arachi they may consider expedient for any purpose, subject to 30 days prior notice to the Participants and the subsequent approval of the Commission, if so required; provided that the Trustee and the Pension Fund Manager shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Trust Deed to be more efficiently, conveniently or economically managed or otherwise for the benefit of the Participants and that it does not prejudice the interests of the Participants or any of them or operate to release the Trustee or the Pension Fund Manager from any responsibility to the Participants.

- Where this Deed has been altered or supplemented, the Pension Fund Manager shall again notify the Participants and the participating employers immediately by a notice published in a newspaper having wide circulation and by placing the same on its website.
- 18.3 The Pension Fund Manager may from time to time with the consent of the Trustee frame operational procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such procedures are not inconsistent with the provisions of the Rules, this Deed or the Offering Document.
- 18.4 If the Commission grants any relaxations or exemptions of Rules for the Pension Fund, these shall be deemed to be part of this Document without the need of altering it. However, in cases of significant changes, the Commission may require issuance of Supplementary Offering Document from time to time.
- Where a change or amendment in the Rules or the Income Tax Ordinance, 2001, or any other applicable law or regulation, renders any of the clauses contained in this Deed ineffective or in need of amendment, such clause will automatically stand replaced by the new change or amendment and no modification in this Deed or any Supplemental Deed shall be required. However, if the Pension Fund Manager is amending the Deed or any Supplementary Deed for any reason, the Pension Fund Manager may also amend such clauses that have been automatically overwritten and amended due to a change / amendment in the Rules and / or the income Tax Ordinance, 2001.
- 18.6 If at any time, any clause of this Deed is and / or becomes in whole or in part illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining clauses of this Deed hereof, 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.

# 19. DE-AUTHORIZATION, WINDING UP OF THE Sub-Registrar-II PENSION FUND

- 19.1.1 The duration of the Pension Fund shall be perpetual and it shall not be wound up by way of liquidation.
- 19.1.2 If the Pension Fund Manager does not wish to maintain the authorization of the Pension Fund, it shall apply to the Commission to de-authorize the Pension Fund by giving at least three (03) months notice in writing to the Participants, the Trustee and the Commission, subject to conditions of the Rules.
- 19.1.3 In the event the Pension Fund Manager is of the view that the quantum of redemption requests that have built up shall result in the Sub-Funds or the Pension Fund 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 Participants who are not redeeming, it may apply to the Commission to de-authorize the Pension Fund. In such an event, the queue system, if already invoked, shall cease to apply.
- 19.1.4 The Pension Fund may also be de-authorized by the Commission on the grounds provided in the Rules.
- 19.1.5 Upon the Pension Fund being de-authorized, the Pension Fund Manager shall suspend receiving Contributions forthwith from all of the Participants from the date of issue of the notice under Clauses 19.1.2 and 19.1.3 and proceed to transfer all the records of Individual Pension Accounts and books of accounts of the Pension Fund to another pension fund manager.
- 19.1.6 The Trustee shall ensure that accounts of the Pension Fund till the day of the transfer to the new Pension Fund Manager are audited by the Auditor and the audit and Trustee report is submitted within one month from the date of such appointment to the Commission, the new pension fund manager and the Trustee. The Trustee with the approval of the Commission shall decide the cost of such interim audit and the same shall be charged to the Pension Fund with the prior approval of the Commission.
- 19.1.7 Once the Pension Fund has been de-authorized by the Commission, the Pension Fund Manager may, after transferring all the records of Individual Pension Accounts and books of accounts of the Pension Fund to the new pension fund manager, wind up the Pension Fund under the provisions of the Rules and in the court of jurisdiction.

## 20. DEFINITIONS AND INTERPRETATIONS

## 20.1 DEFINITIONS

Unless the context requires otherwise, in this Trust Deed (including in its

- 20.1.1 "Accounting Date" means 30th June in each year; provided, however, that the Pension Fund Manager may, with the consent of the Trustee tran-II and after obtaining approval of the Commission, change such date to Karachi any other date;
- 20.1.2 "Accounting Period" means the period ending on and including an Accounting Date or, if nearer, on and including the day on which the Net Assets of all the Sub-Funds becomes zero and commencing from and including the date of establishment of the Pension Fund or, if nearer, from and including the day after the last Accounting Date;
- 20.1.3 "Account Statement" means statement of transactions in Units of each Sub-fund in the Individual Pension Account of the Participant, containing such information as may be prescribed by the Commission from time to time;
- 20.1.4 "Allocation Schemes" means the allocation schemes offered by the Pension Fund Manager from time to time in conformity with the Prescribed Allocation Policy issued by the Commission.
- 20.1.5 "Annuity" means a series of payments of set frequency, sold primarily by Life Insurance Companies, with a primary goal to supplement retirement savings
- 20.1.6 "Anniversary Date" means the Business Day following the completion of one full year from the opening of the Individual Pension Account with the Pension Fund Manager and thereafter the Business Day following completion of subsequent one full year.
- 20.1.7 "Applicable Law" means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any Authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable;
- 20.1.8 "Approval" means any consent, registration, filing, notarization, certificate, licence, approval (including foreign exchange control approval), permit, authority, confirmation or exemption from or by or with any national, supranational or regional government or administrative, fiscal, judicial or governmental body, commission, agency, authority, central bank or similar entity and all corporate, creditors', shareholders' and directors' approvals or consents required for execution of this Trust Deed and performance of the transactions contemplated herein;
- 20.1.9 "Approved Annuity Plan" has the meaning ascribed to it by Section 2(3A) of the Income Tax Ordinance 2004:

- 20.1.10 "Approved Income Payment Plan" has the meaning ascribed 18 it by
  Section 2(3B) of the Income Tax Ordinance, 2001;
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- 20.1.11 "Auditor" means the person or firm appointed to be the auditor of the Pension Fund by the Pension Fund Manager with the consent of the Trustee, in accordance with this Trust Deed and the Rules;
- 20.1.12 "Authority" means any governmental or judicial or quasi governmental or judicial authority empowered to administer, enforce, adjudicate or ensure compliance with Applicable Law;
- 20.1.13 "Authorized Branch" means those branches of the Distributors that from time to time have been authorized by the Pension Fund Manager under intimation to the Trustee to perform the Distribution Function, and whose addresses have been given in the Offering Document, or on the website of the Pension Fund Manager.
- 20.1.14 "Authorized Investments" means investments, whether listed or otherwise, transacted, issued or traded inside or outside Pakistan and as permissible under the Rules or under the investment Policy prescribed by the Commission;
- 20.1.15 "Bank" means a banking company licensed under the Banking Companies Ordinance, 1962 or any other regulation for the time being in force or an institution providing banking services under the banking laws of Pakistan or, if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan and having such minimum entity rating as may be prescribed by the Commission from time to time.
- 20.1.16 "Bank Accounts" means the collection and disbursement account(s) in which the Contributions are received and payments are made from the account(s) of each Sub-fund, the beneficial ownership of which vests in the relevant Participants and for which the Trustee has been appointed as trustee under this Trust Deed;
- 20.1.17 "Business Day" means a day (such Business Hours thereof) on which Banks and/ or Stock Exchanges are open for business in Pakistan
- 20.1.18 "Business Hours" means such dealing periods on each Business Day, as may be determined by the Pension Fund Manager.
- 20.1.19 "Charity" means amount paid by the Pension Fund Manager out of the income of the Pension Fund to a charitable/welfare organization in consultation with Shariah Advisor as per the guidelines issued by the Commission from time to time, representing income which is Haram.
- 20.1.20 "Commission" means the Securities and Exchange Commission of Pakistan established under the Securities and Exchange Commission of Pakistan Act, 1997 (Act No.XLII of 1997);

- 20.1.21 "Connected Person" means each of the following in relation to the Pension Fund Manager:

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  - (a) any person or company beneficially owning, directly or indirectly, ten per cent or more of ordinary share capital of the Pension Fund Manager, or being able to exercise, directly or indirectly, ten per cent or more of the total voting power in the Pension Fund Manager;
  - (b) any person or company controlled by a Connected Person under the meaning of sub-clause (a);
  - any member of the group of which the Pension Fund Manager forms part; or
  - (d) any director, officer and employee of the Pension Fund Manager or of any of their Connected Persons as specified in sub-clauses (a), (b) and (c) or any body providing service or exercising power of the Pension Fund Manager;

provided that the words "director", "officer" and "employee" shall include their spouse, lineal ascendants and descendants, brothers and sisters;

- 20.1.22 "Constitutive Document" means the principal document governing the formation of the Pension Fund, and includes this Trust Deed and all material agreements;
- 20.1.23 "Contribution" means an amount as may be voluntarily determined by a Participant or prospective Participant, payable annually, semiannually, quarterly, monthly or with any other frequency to the Pension Fund and held in one or more individual Pension Accounts of the Participant;
- 20.1.24 "Contribution Date" has the meaning ascribed to it in Clause 5.2.2;
- 20.1.25 "Custodian" means a Bank, a central depository company or any other depository for the time being appointed by the Trustee to hold and protect the Trust Property or any part thereof as custodian or nominee on behalf of the Trustee; provided that the Trustee may also itself provide custodial services for the Fund;
- 20.1.26 "Dealing Day" means every Business Day on which dealing in the Pension Fund is conducted as disclosed in the Offering Document, provided that the Pension Fund Manager may with the prior written consent of the Trustee and upon giving not less than seven days notice in the newspapers declare any particular Business Day not to be a Dealing Day;
- 20.1.27 "Deed" or "Trust Deed" means this Trust Deed which is the principal document governing the formation management or operation of the Fund.

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with the Prescribed Allocation Policy for allocating between the Sub-Registrar-II
Funds the Contributions received from Participants who have not
themselves selected any Allocation Scheme;

- 20.1.29 "Distributor" or "Distribution Company" means a company, firm or bank appointed by the Pension Fund Manager under intimation to the Trustee for performing any or all of the Distribution Functions, and shall include the Pension Fund Manager itself, if it performs the Distribution Function.
- 20.1.30 "Distribution Function" means the functions with regard to:
  - receiving applications and amounts for the issue of Units in the name of the Trustee , from the Participants;
  - (b) issuing receipts in respect of (a) above;
  - (c) Interfacing with and providing services to the Participants including receiving withdrawal / transfer to / from other Pension Fund Manager(s), applications for redemption, forwarding transfer applications and applications for change of address or any other status, instructions, in writing, of any kind or any other information for immediate transmission to the Pension Fund Manager or the Registrar, as appropriate; and
  - (d) accounting to the Pension Fund Manager for (i) Contribution monies received from Participants for issuance of Units in Sub-Fund; and (ii) payments made to the Participants on redemption of Units in the Sub-Fund
- 20.1.31 "Eligible Person" means any person who qualifies the eligibility criteria under the Rules in respect of persons who can make contributions to pension funds authorised under the Rules;
- 20.1.32 "Formation Costs" means all preliminary and floatation expenses of the Pension Fund and shall include expenses in connection with authorization of the Pension Fund, execution and registration of this Trust Deed and legal costs but shall not include any marketing, sales, promotion, education, communication or any form of advertisement costs; and shall not exceed 0.5% of the Seed Capital of each Subfund or Rs.750, 000/- in total which ever is less.
- 20.1.33 "Front-end Fee" means the front-end fee payable to the Pension Fund Manager from the Contributions received, before allocation of Units of the Sub-funds, as remuneration under this Trust Deed;
- 20.1.34 "Guidelines" means various guidelines, including instructions and handouts issued by the Commission to be followed or implemented by the Pension Fund Manager, the Trustee and other persons connected with the Fund in relation to various matters under the Rules:

- 20.1.35 "Haram" means anything prohibited by the Islamic Shariah.
- 20.1.36 "Income Payment Plan" means a plan constituting an agreement with Registrar-II
  the Pension Fund Manager after retirement enabling withdrawal of the
  remaining amount in any Individual Pension Account in monthly
  installments till the age of seventy-five years or as allowed under the
  Rules;
- 20.1.37 "Individual Pension Account" means a distinct account being maintained in the name of each Participant by the Pension Fund Manager to record the Participant's investment in the Pension Fund and the Units of the Sub-Funds issued thereagainst, including appreciations thereof;
- 20.1.38 "Investment" means any Authorized Investment forming part of the Trust Property of any Sub-fund
- 20.1.39 "Investment Policy" means the investment policy from time to time determined by the Commission under the Rules;
- 20.1.40 "Lifecycle Allocation Scheme" means an Allocation Scheme approved by the Commission, where the percentage allocations to each Sub-Fund will automatically vary based on the age of the Participant;
- 20.1.41 "Life Insurance Company" means a company registered under the Insurance Ordinance, 2000 (XXXIX of 2000), to transact life insurance business, and includes the State Life Insurance Corporation of Pakistan;
- 20.1.42 "Net Assets" means, in relation to a Sub-Fund, the excess of assets over liabilities of the Sub-Fund, such excess being computed in the manner specified in the Rules or as may be specified by the Commission from time to time;
- 20.1.43 "Net Asset Value" or NAV means, in relation to Units of a Sub-Fund, per Unit value of the Sub-Fund, arrived at by dividing the Net Assets of the Sub-Fund by the number of outstanding Units of the Sub-Fund, on the basis indicated in the Rules or as may be specified by the Commission from time to time, which shall constitute the price at which the Units of each Sub-fund shall be issued and the price at which the Units of each Sub-fund shall be redeemed;
- 20.1.44 "Offering Document" means the prospectus or other document issued by the Pension Fund Manager with consent of the Trustee and approved by the Commission which contains the investment and allocation policies and all other information in respect of the Pension Fund as required by the Rules and this Trust Deed and which is circulated to invite offers by the public to contribute to the Pension Fund;

- 20.1.46 "Participant" means any Eligible Person who opens an Individual 302
  Pension Account with the Pension Fund Manager and Who makes
  one or more Contributions or on whose behalf one or more Contributions are made into the Pension Fund;
- 20.1.47 "Pension Fund Manager" means UBL Fund Managers Limited or any pension fund manager duly authorized by the Commission to efficaciously manage the Contributions made by or on behalf of Participants in Pension Fund under clause 7.5, and includes the successors-in-interest and assigns of the Pension Fund Manager;
- 20.1.48 "Prescribed Allocation Policy" means the allocation policy as prescribed by the Commission from time to time under the Rules;
- 20.1.49 "Prescribed Application Form" means a form approved by the Commission from time to time for opening an Individual Pension Account and collecting other information from Participants;
- 20.1.50 "Records" include ledgers, day books, cash books and all other manuals or magnetic records used in the business of a Pension Fund Manager;
- 20.1.51 "Register" means the register of Participants kept pursuant to the Rules and this Trust Deed:
- 20.1.52 "Registrar" means an organization that the Pension Fund Manager appoints for performing the Registrar Functions and, if no such organization is performing such functions, it shall mean the Pension Fund Manager;
- 20.1.53 "Registrar Functions" means the functions with regard to:
  - (a) maintaining the Register as per the Rules, this Deed or as may be prescribed by the Commission from time to time;
  - (b) processing requests for opening of Individual Pension Account, issue, withdrawal, transfer and transmission of Units and requests for recording changes in data / information / particulars with regard to the Participants or that of their survivors or nominees;
  - issuing statements of account in respect of Individual Pension Account to Participant;
  - (d) such other functions as may be required under the Rules with respect to record keeping; and
  - such other functions as are required under this Trust Deed to be carried out by the Registrar;
- 20.1.54 "Retirement Age" means any age between sixty and seventy years or

R. No. 308

- 20.1.55 "Retirement Date" means the date on which the retirement of a Karachi Participant from the Pension Fund becomes effective;
- 20.1.56 "Rules" means the Voluntary Pension System Rules, 2005, and includes all Guidelines issued, directions given, regulations and interpretations made and conditions imposed (either specifically in relation to the Pension Fund or generally) by the Commission thereunder from time to time;
- 20.1.57 "Sales Agent" means an individual, firm, corporate or other entity appointed by the Pension Fund Manager to identify, solicit and assist Eligible Persons to become Participants and make Contributions. The Pension Fund Manager shall compensate Sales Agents out of the Front-end Fee received by the Pension Fund Manager;
- 20.1.58 "Seed Capital Units" shall mean such Units of any Sub-Fund that are issued to the Seed Investors with the condition that they are not redeemable, transferable or tradable for a period of three years from the date of issue or as may be determined by the Commission. Save for this restriction, Seed Capital Units shall all rank pari passu with all other Units;
- 20.1.59 "Seed Investors" of the Pension Fund shall be such initial investors, which may include the Pension Fund Manager, whose subscription shall in aggregate be in compliance of the requirements of Rule 9(3)(b) of the Rules. The Seed Investors shall be issued with Seed Capital Units representing their subscription;
- 20.1.60 "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, beliefs, practices, rules and principles;
- 21.1.61 "Shariah Advisor" means an Islamic Financial Institution, an Islamic scholar or a body of Islamic scholars, having knowledge of Islamic finance, considered to be expert(s) in Islamic Shariah to be appointed and/or replaced in its place by the Pension Fund Manager from time to time with the approval of the Commission for seeking advice regarding compliance with the principles of Islamic Shariah and for monitoring the operations, management and investments of the Fund;
- 21.1.62 "Shariah Compliant" shall mean any activity that is in accordance with Islamic Shariah;
- 20.1.63 "Stock Exchange" means Karachi Stock Exchange, Lahore Stock Exchange and Islamabad Stock Exchange or any other stock exchange registered under the Securities and Exchange Ordinance, 1969;
- 20.1.64 "Sub-Fund" means a collective investment sub-scheme of a specified investment class and / or investment policy set up under and as part

Fund launched pursuant to Clause 1.4.2. Trust Property shall be accounted for and segregated with respect to each Sub-Fund:

- 20.1.65 "Supplementary Offering Document" means a document issued by the Pension Fund Manager, in consultation with the Trustee after obtaining the approval of the Commission, describing the special features of the Pension Fund including any Sub-Funds and inviting contributions in the Pension Fund;
- 20.1.66 "Supplementary Trust Deed" means a supplemental deed executed between the Pension Fund Manager and the Trustee, with the approval of the Commission, describing any amendments made to this Trust Deed. Such Supplementary Trust Deed shall be binding on each Participant, as if he is party to it and so to be bound by its provisions;
- 21.1.67 "Takaful Company" means any General Takaful or Family Takaful Company as defined in the Takaful Rules, 2005;
- 20.1.68 "Tax" means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of Pakistan or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating thereto;
- 20.1.69 "Tax Year" shall have the same meaning as ascribed under the Income Tax Ordinance, 2001 (Ordinance No.XLIX of 2001);
- 20.1.70 "Trust Deed" means this Trust Deed as amended from time to time by any supplemental trust deed;
- 20.1.71 "Trust Property" means the aggregate proceeds credited in the Pension Fund including the Contributions received and seed capital received from Seed Investors of each Sub-Fund after deducting therefrom or providing thereout any applicable Front-end Fee and any other expenses chargeable to the Pension Fund including each Sub-Fund; and includes the Investments and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets, movable or immovable, and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Participants pursuant to this Trust Deed;
- 20.1.72 "Trustee" means MCB Financial Services Limited (formerly Muslim Commercial Financial Services (Private) Limited) or any new trustee appointed under Clause 7.7, and includes the successors-in-interest and assigns of the Trustee;
- 20.1.73 "UBL ISLAMIC Retirement Savings Fund", "Pension Fund", "UIRSF" or "Trust" means the pension fund constituted under this Trust Deed and made up of the Sub-Funds;
- 20.1.74 "Unit" means one undivided share in the Sub-Fund to which the

H. No. 308

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

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

Seal

(1) HILLIAM ALI

(2)

NIC NO. 42301-3336520-5

HASNAIN RAZA NANSEY C.I.O NIC NO. 42301-0994278-1



The Common Seal of Muslim Commercial Financial Services (Pvt.) Limited was hereunto affixed in the presence of:

Seal



1) Aura

KHAWAJA ANWAR HUSSAIN NIC NO. 42201-2413926-7

لسندلر

FAISAL AMIN NIC NO. 42101-1485447-3





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Name: Jawed Arshad Occupation: Advocate Address:868-C, Block-2, PECHS, Karachi

1-84982PO-1048H ON SIM

Name: Iqrar Ahmed Occupation: Para Legal Address: 868-C, Block-2,

PECHS, Karachi NIL No. 42101-9435-200-7

Presented in the office of Sub-Registrar Offig-17 NOV 2009 Saddar Town on:-Betweentling Hir Huh Co Saddar Town, Karachi Received Registration Fee as follows: Registration for \_ Micro Filming Fee. Endorsement Fee: -Search Fee: \_\_ Penalties n/s 25/34:\_ Postage Charges: . ommission Fees Comment Pas Renveel Po 1201 Vide 8 ceptor-3 alt 17-11-mg Executing Party Occupation allready Muslim Adults, Age Renned Certed in to carn Karachi admitte execution of this deed SUB-REGISTRAR-II SADUAR LOWN KARACHL Executing Party Cocupation . Urgent Microfilming Fee Muslim Adults, Are R. 400 Receipt No. 4 Zamana Steeler 19-11-200 Saddar Town, Karach Executing Party Occupation Muslim Adults, Age .. ..... Years Lauphne Block Karachi admin evecution of this doed. -aisai out./Mirs./Miss ..

M.F. Roll No:U\_75766 K Mawaja HomenRay States that he personally knows the above executant and identifies Photo-Registre Date 08-/ Date: 1 7 NOV 2009 Saddar Town, Karachi Registered No. 3 06

Registered No. 3 06

Book 77-11-20

Sub-Reg Malow
Saddar Town, Karachi







R. No. 308













R. No. \_\_\_\_



(ii)

## Securities and Exchange Commission of Pakistan Specialized Companies Division NBFC Department

Licence No.NBFC-II/32/UBLFM/AMS/18/2009

July 31, 2009

#### LICENCE TO CARRY ON ASSET MANAGEMENT SERVICES AS NON-BANKING FINANCE COMPANY

R. No. 300 Sub-Registrar-II Saddar fown, Karac

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of licence to carry on Asset Management Services submitted by UBL Fund Managers Limited under rule 5 of the Non-Banking Finance Company (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007 (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 licence of UBL Fund Managers Limited to carry on Asset Management Services subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

UBL Fund Managers Limited and the collective investment schemes under its management shall comply with the Companies Ordinance, 1984, the Rules, Non-Banking Finance Companies and Notified Entities Regulations, 2008 and any directives, circulars, codes, notifications and guidelines issued by the Commission;

UBL Fund Managers Limited shall submit an annual, half yearly, quarterly or such other reports as specified in the applicable laws: and

The licence is valid for a period of one year w.e.f June 15, 2009 and shall be renewable annually as specified in the Rules.

(Salman Ali Shaikh) Commissioner (SCD)



### Securities and Exchange Commission of Pakistan Specialized Companies Division NBFC Department

Licence No.NBFC-II33UBLFM/IAS//1/2009

July 31, 2009

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

R. No. 308

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of licence to carry on Investment Advisory Services submitted by UBL Fund Managers Limited under rule 5 of the Non-Banking Finance Company (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007 (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 licence of UBL Fund Managers bimited to carry on Investment Advisory Services subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) UBL Fund Managers Limited shall comply with the Companies Ordinance, 1984, the Rules, Non-Banking Finance Companies and Notified Entities Regulations, 2008 and any directives, circulars, codes, notifications and guidelines issued by the Commission;
- (ii) UBL Fund Managers Limited shall submit an annual, half yearly, quarterly or such other reports as specified in the applicable laws: and
- (iii) The licence is valid for a period of one year w.e.f July 15, 2009 and shall be renewable annually as specified in the Rules.

(Salman Ali Shaikh) Commissioner (SCD)



# SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

No. SECP/PW/ Reg-05/ UBL/

Islamabad, July 29 , 2009

## CERTIFICATE OF REGISTRATION AS PENSION FUND MANAGER

R. No. 308

Sub-Registrar-II

The Securities and Exchange Commission of Pakistan ("the Commission"), having considered the application of UBL Fund Managers Limited for registration as a Pension Fund Manager and being satisfied that UBL Fund Managers Limited is eligible for registration and that it would be in the interest of participants and capital market to do so, in exercise of powers conferred by sub-rule (2) of rule 5 of Voluntary Pension System Rules, 2005 ("the VPS Rules"), hereby grants registration to UBL Funds Managers Limited subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- UBL Fund Managers Limited shall strictly comply with all the relevant provisions of the Companies Ordinance, 1984, the VPS Rules, the guidelines and directives issued from time to time under the VPS Rules and any other law applicable in this regard; and
- UBL Fund Managers Limited shall not make any offer to any person/public to participate in any of its pension fund/scheme(s) unless the Commission has authorized such pension fund/scheme(s) in pursuance of sub-rule (1) of rule 9 of the VPS Rules.

This registration granted herein above may be suspended or cancelled if the license to carry on Asset Management Services granted to UBL Fund Managers Limited under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 is suspended or cancelled.

This certificate of registration shall stand withdrawn if registration as a Pension Fund Manager is cancelled either under sub-rule (4) of rule 5, or sub-rule (1)(a) or sub-rule (4) of rule 6, or sub-rule (3) of rule 40 of the VPS Rules.

Salman Ali Shaikh Commissioner (SCD)



# SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION

Pensions Wing

No.9 (1) SEC/SCD/PW-UBL-01/75

November 05, 2009

Chief Executive Officer

UBI. Fund Managers Limited, 11th Floor, Executive Tower, Dolmen City, Block IV, Clifton, Karachi- 74000.

R. No. 308 Sith Registrar-II Solido Liver Karachi

Subject: Draft Trust Deed of proposed "UBL RETIREMENT SAVINGS FUND"

Dear Sir.

Please refer to your letter dated October 03, 2009 and the subsequent correspondence on the captioned subject.

I am directed to inform you that the Securities and Exchange Commission of Pakistan (the "Commission") has no objection to the registration of the attached Draft Trust Deed of the proposed "UBL Retirement Savings Fund". The clearance of the Draft Trust Deed is, however, without prejudice to the consequences of verifying compliance to the conditions stipulated in the Certificate of Registration issued in favor of M/s. UBL Fund Managers Limited and the requirements stipulated in the Voluntary Pension System Rules. 2005.

Furthermore, you are advised to submit the copy of the duly registered Trust Deed in order to enable the Commission to proceed further in this matter.

Yours truly.

(Muhammad Assad Saced)

Assistant Director

Encl: Draft Trust Deed of the proposed UBL Retirement Savings Fund

CC: MCB Financial Services Limited (Formerly Muslim Commercial Financial Services Limited)
3rd Floor, Adamjee Flouse,
LLChundrigar Road,
Karachi, Pakistan.



#### SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION

Pensions Wing

No.9 (I) SEC/SCD/PW-UBL-01/ 77

November 06, 2009

Chief Executive Officer

UBL Fund Managers Limited, 11th Floor, Executive Tower, Dolmen City, Block IV, Clifton, Karachi-74000.

R. No. 308
Sub-Registrar-II
Sadian Town, Karachi

Subject:

Approval of the appointment of "M/s MCB Financial Services Limited" to act as Trustee of the proposed UBL Retirement Savings Fund and Remuneration of the Trustee.

Dear Sir.

Please refer to your letter dated October 09, 2009 and the subsequent correspondence on the captioned subject.

- 2? I am directed to convey the APPROVAL of the Securities and Exchange Commission of Pakistan (the "Commission") to the appointment of M/s, MCB Financial Services Limited (MCBFSL) as the Trustee of the proposed UBL Retirement Savings Fund under rule 29 of the Voluntary Pension System Rules, 2005, subject to the condition that duly amended copy of Memorandum of Association of MCBFSL, containing object clause relating to acting as trustee of pensions funds under VPS Rules, 2005 is submitted to this office, before Authorization of the fund.
- Furthermore, the remuneration of the Trustee, as per schedule of charges attached herewith, is hereby APPROVED under rule 34 of the Voluntary Pension System Rules, 2005.

Yours truly,

(Muhammad Assad Saced)

Assistant Director

Encl: 01(Annexure 'E')

CC: MCB Financial Services Limited (Formerly Muslim Commercial Financial Services Limited) 3rd Floor, Adamjee House, 1.1. Chundrigar Road, Karachi, Pakistan.

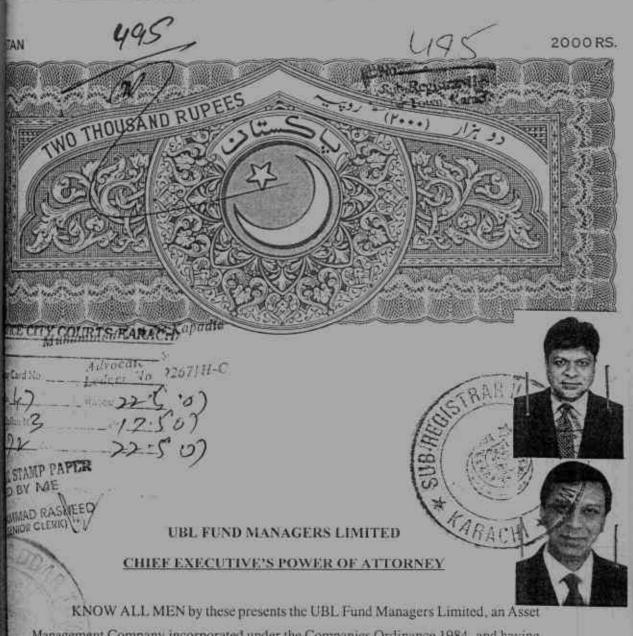
#### Annexure 'E'

MC	FSL	
[PV	CIAL FINANCIAL SERVICES T] LIMITED ed to UBL Retirement Savings Fund	
CONSTRUCTION CONTRACTOR TOUS	tee Charges	-R
On Net Assets up to Rs. 1,000 million	0.13% per annum or 8s 275,000 per annum . 3	gistrar-II
On Net Assets from Rs. 1,001 million to Rs 3,000 million	1,250,000 plus 9,10% per annum of any amount. Traverseding Re. 1,000 million.	vn. Karach
On Net Assets from Rs. 3,001 million to Rs.5,990 million	3,000,000 plus 0,08% per annum of any amount acceeding Re. 3,000 million	
On Net Assets greater than Rs 6,000 million	5,000,000 plus 0.06% per annum of any amount exceeding Rs. 5,000 million	
PRODUCTION OF THE PRODUCTION OF THE COC SIG	gible Securitles	
a Initial Deposit Fee (Oris time charges)		
Transaction ( Settlement Fee		
[Shares, TFC, Wapda Bonda, Units]	Actual CDC Charges	
	(On a pass through basts)	
Cuetody / Position Fee [Shares, TFC, Wapda Bondy, Units]		
Carriers of Ashar Souther Mines		
Withdrawal Fee		
CONTRACTOR DESCRIPTION OF COMME	er Charges	
Participation Fee (one time charge)	10,000/=	
Documentation/Legal Fee	At Actuals	

. Stamp Duty

At Actuals

All charges to be billed on a monthly basis.



KNOW ALL MEN by these presents the UBL Fund Managers Limited, an Asset Management Company incorporated under the Companies Ordinance 1984, and having its registered office at 8th Floor State Life Building No. 1 I. I. Chundrigar Road, Karachi-74000, acting jointly through its Chairman Mr. Atif R. Bokhari and Director-Mr. Aameer Karachiwalla (hereinafter called "the Company") do hereby nominate, constitute and appoint Mr. Mir Muhammad Ali S/o. Mir Mazhar Ali as Chief Executive of the Company (hereinafter called "the Attorney") with effect from July 01, 2005 to be the true and lawful Attorney of the Company.

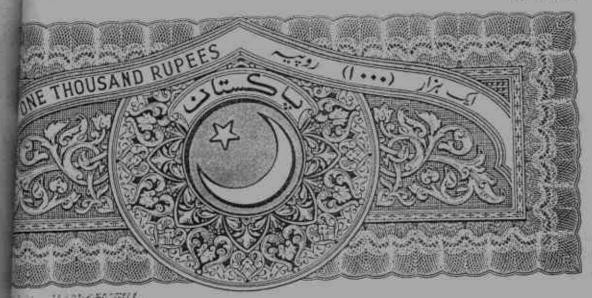
1. Jointly together with Mr. Obbad Fazal, the Chief Financial Officer of the Company, and in the name and on behalf of the Company to do, execute, transact and perform all or any of the following acts, deeds, matters and things at any place or places at any time or times either personally or through such delegated attorneys as he may appoint from time to time, and always subject to such policy parameters as the Board of Directors of the Company may decide from time to time and subject to the NBFC Rules 2003 and Prudential Regulation XXI as prescribed by the State Bank of Pakistan:

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Conted sheet # 2

Karachi





Muhammad Yakub Kapadia B.A. LL.B. Advocate High Court Ledger No.2267/H-C

Registrately Mark Registrately

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R. No. 308

To carry on the business of the Company in Pakistan as defined in the NBFCorb Registrar-II Rules 2003 or any amendments thereto or substitution thereof, and without las fown, Kara prejudice to such generality, to appoint, remove, replace and remunerate custodians, trustees, advisers, registrars, distributors, selling agents, brokers, consultants, research analyst, employees and staff including the fund managers and agents and to create and form trusts and agencies for appointment of trustees and custodians for investments and fund management, inter alia, the offer, issuance, sale, repurchase, encashment and supervision of the units and mutual funds certificates and schemes and for the overall investment, motivation and custody management and deployment of the funds, to provide all necessary and requisite management supervision and administrative functions and back up support therefore, in accordance with the prevailing laws, rules and regulations in Pakistan, and to remunerate such trustees, custodians, advisers, fund managers and agents at fixed remuneration or on the basis of percentages or otherwise and on such terms and conditions as the Directors may deem fit, and particularly the following forms of business:

 (a) The effecting, insurance, guaranteeing, underwriting, participating and managing and carrying out of any issue, public or private, Government,

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Conted sheet # 3

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Municipal or other loans or of shares, stock debentures, debentures stock or other securities of any company corporation or association and the lending of money for the purpose of any such issue;

(b) Undertaking and executing trusts;

R. No. 308 Sub-Registrar-II Sadda Town, Karachi

- Selling, improving, managing, developing, exchanging leasing mortgaging, disposing of or turning into account, or otherwise dealing with all or any part of the property and rights of the Company;
- (d) Acquiring and undertaking the whole or any part of the business of any person or company, when such business is of a nature enumerated or described in NBFC Rules 2003;

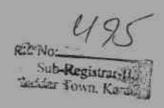
Doing all such other things as are incidental or conducive to the promotion or advancement of the business of the Company.

- To purchase, repurchase, issue, sell, distribute, arrange, accept, co-accept, discount, re-discount, underwrite, sub-underwrite securities, shares, certificates of investments, certificates of deposit, commercial papers, participation term certificates, term finance certificates, bonds, bills, letters of right, warrants, global depository receipts or any financial or loan instrument issued in and outside Pakistan by any government or any authority or body corporate, corporation, association or person, whether in public or private sector both in primary and secondary markets or money markets and to purchase receivables and book debts to borrow with or without security in currency from any source, to negotiate loans, to undertake portfolio management, advisory and consultancy services and to act as a primary dealer, market maker, agent, and broker in government debt instruments and other securities.
- To receive and hold in safe custody any kind of securities, monies negotiable instruments or any other movable property whatsoever.
- To open and operate on Current, Overdraft, Loan, Cash Credit or other account

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or accounts in the name of the Company or for any of its funds under management or deposit any money with or borrow or obtain accommodation, money or facilities upon or without security from any Bank or Banks or from the State Bank of Pakistan or any firm person or company in Pakistan.

-: 4 :-

To draw, make, accept, execute, endorse, discount, re-discount, retire and 30% negotiate bill, hundies, drafts, cheques, warrants, promissory notes and other the Recistrar-II negotiable instruments.

Fo buy, sell, hold, acquire or invest whether through sale, repo agreement or otherwise, the capital and funds of the Company in securities and investment of every kind and description including but not limited to share, stock fixed income securities, modaraba certificates, musharika certificates, participation term certificates, term finance certificates, mutual fund certificates, units, certificates of investments, commercial papers, bonds, obligations or securities issued or guaranteed in Pakistan or abroad, by any company incorporated or registered in Pakistan or in any foreign country, by any government of public body or authority, municipal, local or otherwise, both for short term as well as for long term gains and to realize such gain.

To recover and take possession of and manage all freehold and leasehold lands, houses, buildings, flats and other properties mortgaged to or otherwise belonging to the Company and to let on lease or otherwise manage the same and to make, sell auction and dispose of all lands, houses, goods merchandise and property of every description, whether belonging to the Company absolutely or in trust or as security, and for any such purpose to exercise all such powers and authorities and adopt proceedings as the Company may exercise.

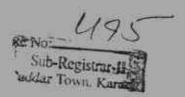
To purchase or take on lease or other terms any lands, houses or buildings for the purpose of offices or premises suitable for carrying on the business of the Company at any place and to build, after and furnish any offices, houses or premises.

To assign and re-assign policies of insurance standing in the name of the Company or in which the Company is interested in anyway, to file proofs of claims and to recover any sum or sums which may become due to the Company.

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Conted sheet # 5

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To commence, prosecute, continue and defend all actions, suits or legal proceedings whether civil, criminal or revenue, including proceedings to procure or establish the bankruptcy or insolvency of any person or firm or liquidation or winding up of any company, to compromise or refer to arbitration any claims or disputes either in such suits or proceedings or otherwise; to appoint Solicitors and Advocates to verify, execute, plaints petitions, Written Statement, Memorandum of Appeal, applications tabular statements, Vakalatnamas, Warrants of Authority or any other papers, or documents Registrar-H expedient or necessary in the opinion of the Attorney to be made, signed.

executed, verified presented or filed.

- To buy and sell silver and gold coins, bullion and currency notes, travelers' cheques, and currency notes of Pakistan or any other currency or currencies accordance with the State Bank of Pakistan regulations in force from time to time.
- To do generally all acts, deeds and things not herein specifically mentioned which are necessary or requisite or expedient to carry on and manage the business of the Company or which be necessary or requisite or expedient for the better and more effectively doing and performing the several acts, deeds and things aforesaid or incidental thereto.
  - For and in the name of the Company to do, execute, transact and perform jointly with Mr. Obbad Fazal, Chief Financial Officer of the Company the following acts or any of them namely:-
- In respect of all cheques and bills drawn or endorsed in favour of the Company (3) or otherwise payable to the Company to endorse them as payable to bankers of the Company for credit of the Bank's Account or Accounts with such bankers or for collection:
- To discharge such cheques and bills for payment through the Banker's Clearing (b) House or otherwise;
- To confirm endorsements of clients, constituents and customers of the Company (c) or other parties on all cheques, bills, drafts, telegraphic transfer, pay slips, pay

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orders dividend and interest warrants and vouchers and other negotiable or mercantile or other instruments;

For and in the name of the Company to certify that the proceeds of any cheques, bills cheques, bills, drafts, telegraphic transfer, pay slips, pay orders dividend and interest warrants and vouchers and other instruments have been or will be credited to the account with the Company; and

To endorse Bills of Exchange, Hundies, Bills of Lading, Dock and Warehouse warrants and other Shipping Documents, Railway Receipts and other negotiable or transferable instruments for the purpose of discharging the same.

AND the Company does hereby agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney, it being declared that all acts, deeds and transaction of the Attorney shall, notwithstanding any prior revocation or cancellation of this Power of Attorney, be valid and effectual, unless such revocation shall have been previously notified to the person or persons acting or dealing with the Attorney.

IN WITNESS WHEREOF the Common Seal of UBL Fund Managers Limited is hereunto duly affixed at the Registered Office of the Company at Karachi this 6th day of April 2007.

For and on behalf of UBL FUND MANAGERS LIMITED

ATTF R. BOKHARI CHAIRMAN AAMEER KARACHIWALLA DIRECTOR

Nam

WITNESSES:

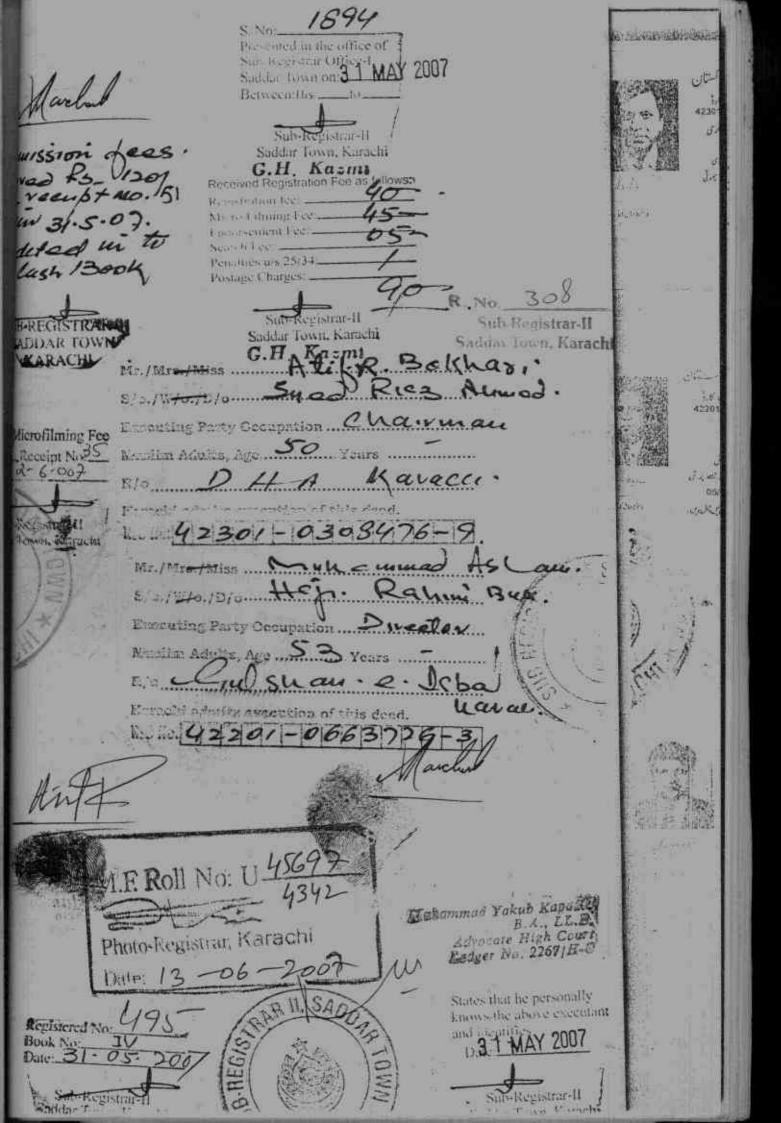
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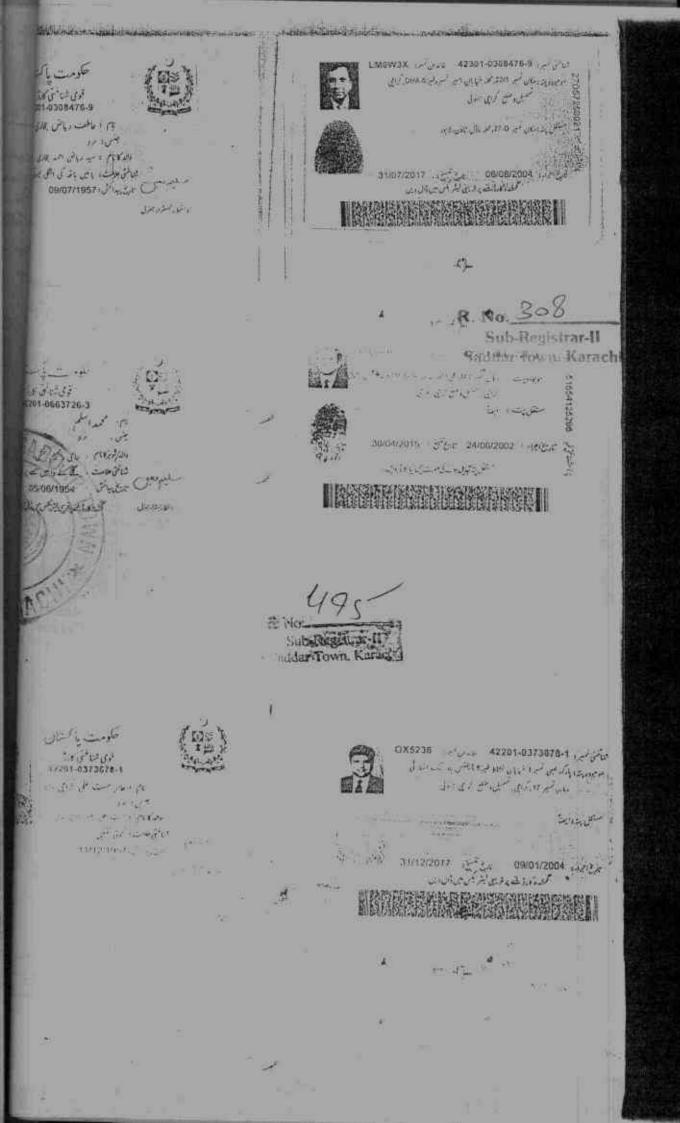
Name: Malacuts
Address: Malacuts
N.I.C. No. Advanta

N.I.C. No. With Court

Address: Coordinator to SE/P (Group-CFO UNITED BANK LTD. H/O.

Muhammad Aslam





## Fund Managers Savings | Mutual Funds | Attitions

R. No. 308 Sub-Registrar-II Sadda: Town, Karachi

#### EXTRACTS FROM THE MINUTES OF THE

#### 28th BOARD OF DIRECTORS MEETING

Held on December 29<sup>th</sup> 2006 at 03:30 P.M. At UBL Head Office, 8<sup>th</sup> Floor State Life Building No.1, Karachi 495

ENDA ITEM NO. 2

tution of Power of Attorneys on behalf of UBL Fund Managers

solved that Power of Attorneys be executed in favor of Mir Muhammad Ali, Chief cutive Officer and Obbad Fazal Chief Financial Officer jointly on behalf of UBL Fund tagers himted"

Fazal pany Secretary Certified Taxe

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seem Ltd.

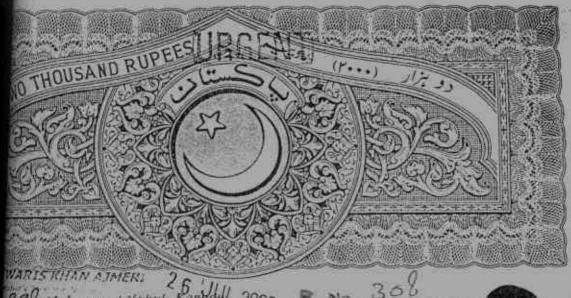
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Page no. 1 of 1

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R. No. 308

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Advocate Ledger Vo 2267/H-C

R. No. <u>Sub-Registrar-II</u> Sub-Registrar-II

**UBL FUND MANAGERS LIMITED** 

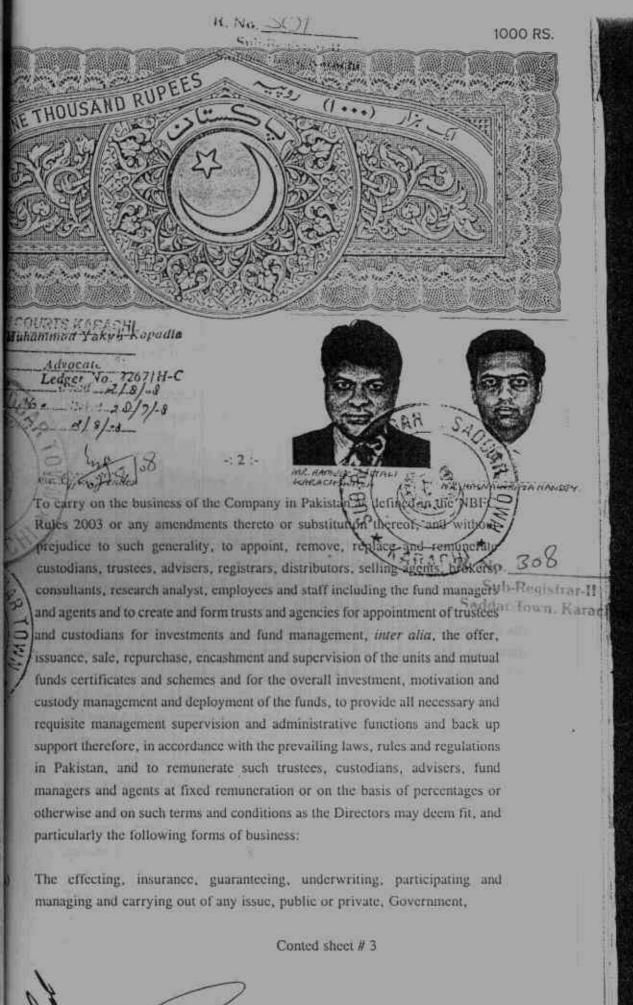
#### CHIEF INVESTMENT OFFICER'S POWER OF

LIMITED, an Asset Management Company incorporated under in Appoints Ordinance 1984, and having its Registered Office at 8th Floor, State Life Building No. 1, 1. I. Chandrigar Road, Karachi-74000, acting jointly through its (1) Chairman, Mr. Atif Riaz Bokhari son of Syed Riaz Ahmed Bokhari and (2) Director, Mr. Aameer Mastali Karachiwalla son of Mastali Moiz Karachiwalla (hereinafter called "the Company"), do hereby nominate, constitute and appoint Mr. Hasnain Raza Nersey son of Ali Aslam Nersey, the Chief Investment Officer of the Company (hereinafter called "the Attorney") with effect from 6th August, 2008 to be the true and lawful Attorney of the Company.

L. Jointly together with Mr. Mir Muhammad Ali, the Chief Executive Officer of the Company, and in the name and on behalf of the Company to do, execute, transact and perform all or any of the following acts, deeds, matters and things at any place or places at any time or times either personally or through such delegated attorneys as he may appoint from time to time, and always subject to such policy parameters as the Board of Directors of the Company may decide from time to time and subject to the NBFC Rules 2003 and Prudential Regulation XXI as prescribed by the State Bank of Pakistan:

Conted sheet # 2

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R. No. Sol Sub-Registra: II Saddar Toro, Karachi

-: 3 :-

Municipal or other loans or of shares, stock debentures, debentures stock or other securities of any company corporation or association and the lending of money for the purpose of any such issue;

(b) Undertaking and executing trusts;

R. No. 308 Sub-Registrar-fi Saddar fown, Karachi

- (b) Selling, improving, managing, developing, exchanging leasing mortgaging, disposing of or turning into account, or otherwise dealing with all or any part of the property and rights of the Company;
- (c) Acquiring and undertaking the whole or any part of the business of any person or company, when such business is of a nature enumerated or described in NBFC Rules 2003;
- (e) Doing all such other things as are incidental or conducive to the promotion or advancement of the business of the Company.
  - To purchase, repurchase, issue, sell, distribute, arrange, accept, co-accept, discount, re-discount, underwrite, sub-underwrite securities, shares, certificates of investments, certificates of deposit, commercial papers, participation term certificates, term finance certificates, bonds, bills, letters of right, warrants, global depository receipts or any financial or loan instrument issued in and outside Pakistan by any government or any authority or body corporate, corporation, association or person, whether in public or private sector both in primary and secondary markets or money markets and to purchase receivables and book debts to borrow with or without security in currency from any source, to negotiate loans, to undertake portfolio management, advisory and consultancy services and to act as a primary dealer, market maker, agent, and broker in government debt instruments and other securities
- To receive and hold in safe custody any kind of securities, monies negotiable instruments or any other movable property whatsoever.
- 4. To open and operate on Current, Overdraft, Loan, Cash Credit or other account or accounts in the name of the Company or for any of its funds under management or deposit any money with or borrow or obtain accommodation, money or facilities upon or without security from any Bank or Banks or from the State Bank of Pakistan or any firm person or company in Pakistan.

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Conted sheet # 4

R. No. Sol Sub-Registrar-II Saddar Town, Karachi

-: 4 :-

To draw, make, accept, execute, endorse, discount, re-discount, retire and negotiate bill, hundies, drafts, cheques, warrants, promissory notes and other negotiable instruments.

6.308

Sadda, Town, Karach

To buy, sell, hold, acquire or invest whether through sale, repo agreement or otherwise, the capital and funds of the Company in securities and investment of every kind and description including but not limited to share, stock fixed income securities, modaraba certificates, musharika certificates, participation term certificates, term finance certificates, mutual fund certificates, units, certificates of investments, commercial papers, bonds, obligations or securities issued or guaranteed in Pakistan or abroad, by any company incorporated or registered in Pakistan or in any foreign country, by any government of public body or authority, municipal, local or otherwise, both for short term as well as for long term gains and to realize such gain.

To recover and take possession of and manage all freehold and leasehold lands, bouses, buildings, flats and other properties mortgaged to or otherwise belonging to the Company and to let on lease or otherwise manage the same and make, sell auction and dispose of all lands, houses, goods merchandise and property of every description, whether belonging to the Company absolutely or in trust or as security, and for any such purpose to exercise all such powers and authorities and adopt proceedings as the Company may exercise.

To purchase or take on lease or other terms any lands, houses or buildings for the purpose of offices or premises suitable for carrying on the business of the Company at any place and to build, after and furnish any offices, houses or premises.

To assign and re-assign policies of insurance standing in the name of the Company or in which the Company is interested in anyway, to file proofs of claims and to recover any sum or sums which may become due to the Company.

To commence, prosecute, continue and defend all actions, suits or legal proceedings whether civil, criminal or revenue, including proceedings to procure or establish the bankruptcy or insolvency of any person or firm or liquidation or winding up of any company, to compromise or refer to arbitration any claims or disputes either in such suits or proceedings or otherwise; to appoint Solicitors and Advocates to verify, execute, plaints petitions. Written

Le Cubl PM

Conted sheet # 5

-: 5:-

R. No. Sol Sub-Registrar-II Saddar Town, Karachi

Statement, Memorandum of Appeal, applications tabular statements, Vakalatnamas, Warrants of Authority or any other papers, or documents expedient or necessary in the opinion of the Attorney to be made, signed, executed, verified presented or filed.

- To buy and sell silver and gold coins, bullion and currency notes, taxelers' 308 cheques, and currency notes of Pakistan or any other currency or currences distrar-III accordance with the State Bank of Pakistan regulations in force from time to a Karachi time.
  - To do generally all acts, deeds and things not herein specifically mentioned which are necessary or requisite or expedient to carry on and manage the business of the Company or which be necessary or requisite or expedient for the better and more effectively doing and performing the several acts, deeds and things aforesaid or incidental thereto.

For and in the name of the Company to do, execute, transact and perform jointly with Mr. Mir Muhammad Ali, the Chief Executive Officer, of the Company the following acts or any of them namely:-

In respect of all cheques and bills drawn or endorsed in favour of the Company or otherwise payable to the Company to endorse them as payable to bankers of the Company for credit of the Bank's Account or Accounts with such bankers or for collection;

- (b) To discharge such cheques and bills for payment through the Banker's Clearing House or otherwise;
- To confirm endorsements of clients, constituents and customers of the Company or other parties on all cheques, bills, drafts, telegraphic transfer, pay slips, pay orders dividend and interest warrants and vouchers and other negotiable or mercantile or other instruments;
- For and in the name of the Company to certify that the proceeds of any cheques, bills cheques, bills, drafts, telegraphic transfer, pay slips, pay orders dividend and interest warrants and vouchers and other instruments have been or will be credited to the account with the Company; and

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Conted sheet # 6

R. No. Sol Sub-Registrar-II Sadem Town, Karachi

- To endorse Bills of Exchange, Hundies, Bills of Lading, Dock and Warehouse (c) warrants and other Shipping Documents, Railway Receipts and other negotiable or transferable instruments for the purpose of discharging the same.
- III. AND the Company does hereby agree to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this Power of Attorney, it being declared that all acts, deeds and transaction of the Attorney shall, notwithstanding any prior revocation or cancellation of the Power of Attorney, be valid and effectual, unless such revocation shall have been existrar-II previously notified to the person or persons acting or dealing with the Attorney. Karachi

IN WITNESS WHEREOF the Common Seal of UBL Fund Managers Limited s hereunto duly affixed at the Registered Office of the Company at Karachi this 6th day August, 2008.

> For and on behalf of UBL FUND MANAGERS LIMITED

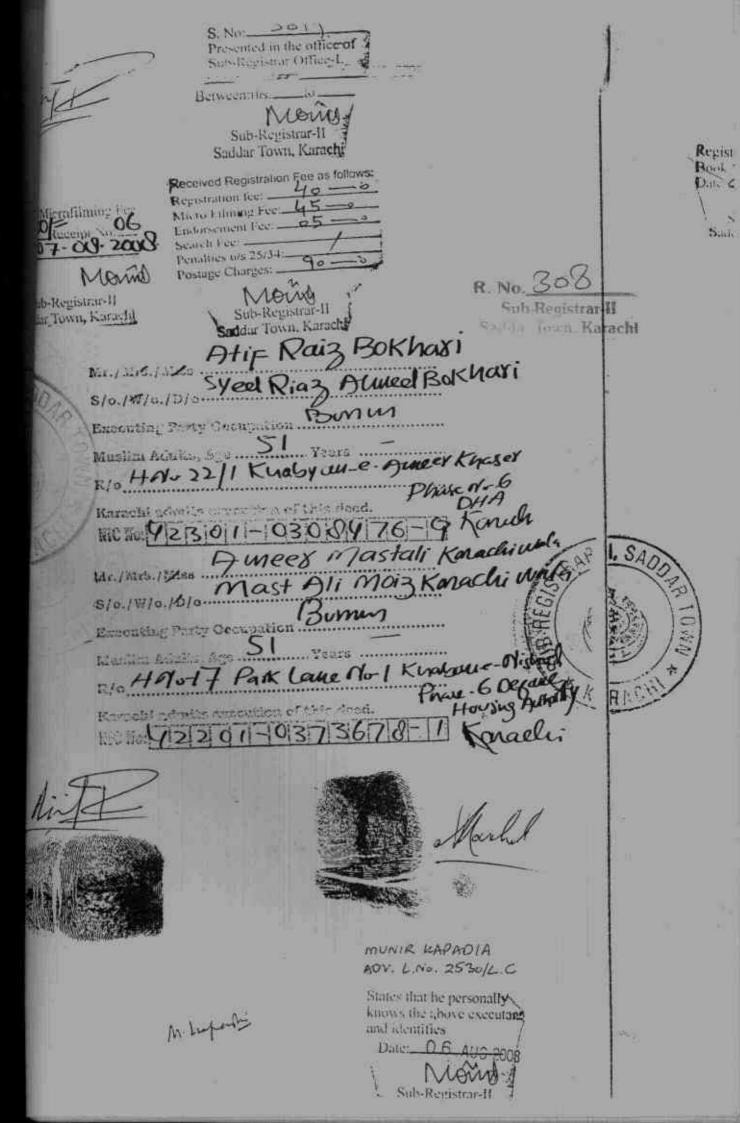
CHAIRMAN.

ENO. 42201-0373678-1

SPECIMEN SIGNATURE OF ATTORNEY

HASNAIN RAZA NENSEY

CHIEF INVEST	MENT OFFICER
wr	INESSES:-
Name: Muhammad Arstand. Address: C/o USL Fund managers LU. N.I.C. No.42301-2750565-1	Name: Muhammed Arshed. Address: e/o USL Fund manage. Ud. N.I.C. No. 42301-2750565-1
2. Al Luperhi Name: munic uncarola: Address: ADV. L.NO. 2530/L.C. N.I.C. No.	Name: MUNIT LINEADIA Address: AOV. L. NO. 2520 C.C. N.I.C. No.





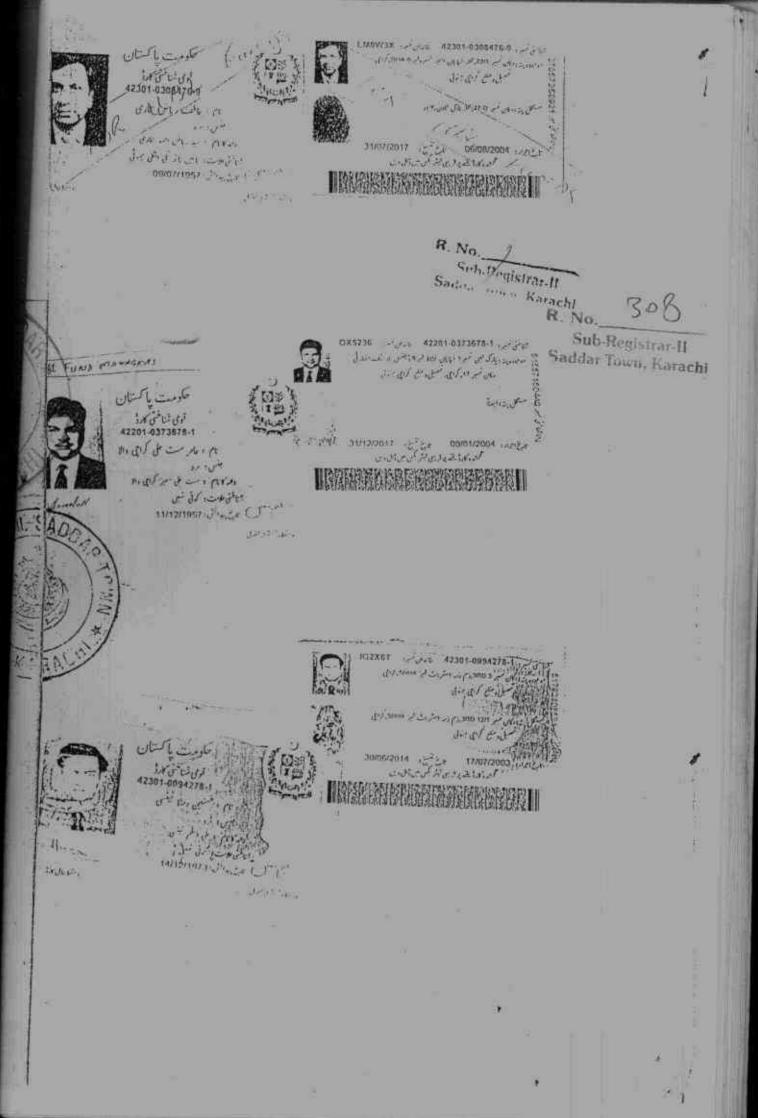
R. No. 368
Sub-Registrar-II

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R. No. 308 Sub-Registrar-II Saddar Town, Karachi



SOUND SECTION SECTION



EXTRACT OF THE APPROVAL OF THE BOARD OF DIRECTORS OF UBL FUND MANAGERS LIMITED IN THE MEETING HELD ON JUNE 17, 2008

ATED:

AUGUST 06TH, 2008

UBJECT:

Execution of Power of Attorney on behalf of UBL Fund Managers

Sub-Registrar-II

"RESOLVED that Power of Attorney be executed in favor of Mr. Hasnain Raza Nensey, Chief Investment Officer to act jointly with Mr. Mir Muhammad Ali, Chief Executive Officer on behalf of UBL Fund Managers Limited."

Rahim Khakiani Company Secretary Certified True Copy

Company Secretary
UBL Fund Managers Limited

# MUSLIM COMMERCIAL FINANCIAL SERVICES (PVT.) LTD.

## BOARD OF DIRECTORS;

RESOLUTION PASSED THROUGH CIRCULATION ON JANUARY 3 08 23,2009 BY BOARD OF DIRECTORS OF MUSLIM COMMERCIAL FINANCIAL SERVICES (PVT) LTD. Saddar Town. Karachi

"Resolved, that the resignation tendered by Mr. Agha Ahmed Sha, Chief Executive Officer and Director of Muslim Commercial Financial Services (Pvt.) Limited be and is hereby ACCEPTED with effect from January

"Further Resolved, that all signing authority of Mr. Agha Ahmed Shah (including signatures in all funds managed by the company as trustees)

\*Further Resolved, that for the interim period till the appointment of new Chief Executive Officer of the company Mr. Khawaja Anwar Hussain, Head of Operations would be the Acting Chief Executive Officer of the company and is hereby APPROVED."

CERTIFIED TRUE COLOR

2 9 JAN 2009

Muslim Conner and Financial Corriece | test | Zort, Street Course 100 11 1000

Registered Office: 16th Floor, MCB Tower, I. I. Chundrigar Road, Karachi-74000. Tel: (021)2270116-7 Fax: (021) 2270118



## B MCB FINANCIAL SERVICES LIMITED

[FORMERLY MUSLIM COMMERCIAL FINANCIAL SERVICES LIMITED]

RESOLUTION PASSED THROUGH CIRCULATION ON OCTOBER 12th, 2009 CONSENT TO ACT AS TRUSTEE OF UBL RETIREMENT SAVINGS FUND

RESOLVED that "MCB Financial Services Limited (Formerly Muslim Commercial Financial Services Limited) shall act as Trustee of UBL RETIREMENT SAVINGS FUND of UBL Fund Managers Limited."

FURTHER RESOLVED that "Mr. Khawaja Anwar Hussain, Acting Chief Executive Officer / Head of Operations, Mr. Faisal Amin, AVP, and Mr. Muhammad Hasnain Lakhani AVP, be and are hereby authorized to sign jointly (any two) Deeds and Agreements related to UBL RETIREMENT SAVINGS FUND in the capacity of Trustee according to the instructions of "UBL Fund Managers Limited."

R. No

Sub-Registrar-II

CERTIFIED TO BE A TRUE COPY Saddar Town, Karachi For MCB FINANCIAL SERVICES LIMITED /

Cadratam

Date: October 20, 2009

CERTIFIED THUE COPY



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

H. No. 308

CERTIFICATE ON COVERSION OF PRIVATE COMPANY INTO PUBLIC COMPANY
[Under section 41(3) of the Companies Ordinance, 1984 (XLVII of 1984)]

Company Registration No. 0026410

I hereby certify that pursuant to the provisions of Section 45 read with subsection (3) of Section 41 of the Companies Ordinance, 1984 (XLVII of 1984), MS. MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED has complied with the requirements precedent and incidental to the conversion of a private company into a public company. The said company stands converted into a public company with effect from 19.06.2009.

Given under my hand at Karachi this 15th day of September Two Thousand and Nine.

Rs. 1000/

(SIDNEY C. PEREIRA)
JOINT REGISTRAR

CERTIFIED TRUE COPY

SNO.2875 OLD 16/9/08

Sub-Registrar-II



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

## CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

[Under section 40 of the Companies Ordinance, 1984 (XLVII of 1984)] Company Registration No: 0026410

I hereby certify that pursuant to the provisions of section 39 of the Companies Ordinance, 1984 (XLVII of 1984), the name of MUSLIM COMMERCIAL FINANCIAL SERVICES LIMITED has been changed to MCB FINANCIAL SERVICES LIMITED and that the said company has been duly incorporated as a company limited by shares as a Public company under the provisions of the said Ordinance.

This change is subject to the condition that for period of one year from the date of issue of this certificate, the company shall continue to mention its former name along with its new name on the outside of every office or place in which its business is carried on and in every document or notice referred to in clauses (a) and (c) of section 143.

Given under my hand at Karachi this 18th day of September Two

CERTIFIED

Thousand and Nin

Additional Registrar

THE COMPANIES ORDINANCE 1984

R. No. 30

COMPANY LIMITED BY SHARES

Sub-Registrar-II Saddar Town, Karachi

Memorandum

AND

Articles of Association

OF

MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED





#### CERTIFICATE OF INCORPORATION

(Under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)

Company Registration No. K - 03434 of 1991-92.

I hereby certify that MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED.

---

BERT !

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is this day incorporated under the Companies Ordinance, 1984 (XLVII of 1984) and that

the company is limited by Shares as a Private Company.

Given under my hand at KARACHI

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one thousand nine hundred and -

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Fee Rs. 2,28,800/m

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(ATTAULTAN KHAN)

JOINT REGISTRAR
OF COMPANIES

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Deputy Registrar of Companies

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#### THE COMPANIES ORDINANCE 1984 COMPANY LIMITED BY SHARES MEMORANDUM OF ASSOCIATION OF

MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED NO

The name of the company is MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) PIRTER

The Registered Office of the Company will be situated in the Province of Sindh.

The objects for which the Company is established are stated as under. The objects

tated in sub-clauses 1 to 59 shall essentially be governed by the Modaraba Companies nd Modaraba (Floatation and Control) Ordinance, 1980:

- to initiate, sponsor, promote, float, organize, administer and operate modaraba companies, modaraba funds and modarabas of all types and descriptions, provided that none of these enterprises would be engaged in or the funds thereof invested in any vanture the activities of which are contrary to the injunctions of Islam or which involves the element of riba in any form whatsoever;
- to engage in modarabas, musharakas, morabahas and all other forms of Islamic business and also all types and descriptions of mutual funds, unit trusts and other similar concerns either in syndicates or otherwise;
- to invest or participate in and to collaborate or cooperate with any modaraba comgany, modaraba fund, modaraba, musharaka, morabahas, mutual funds, unit trusts and other similar concerns either in syndicates or otherwise;
- to arrange, procure and raise finance through modaraba companies, modaraba funds and modarabas of all types and descriptions, mutual funds, unit trusts and other similar concern.
- to assist, cooperate, collaborate or participate under any financial, joint-venture or other arrangement with any modaraba company, modaraba fund, modaraba, mutual fund, unit trust or any other similar concern either of this Company or of any other concern or company;
- to purchase, acquire or take over directly or indirectly wholly or partially either for the purpose of retaining or resale any other modaraba company, modaraba fund, modaraba, mutual fund, unit turst, investment company or any other similar concern;
- to subscribe, underwrite or guarantee wholly or partially either for the purpose of retaining or resale the issue of securities, shares, stocks, bonds, modaraba certificates, term finance certificates, musharaka certificates, participation term certificates, unit trust certificates, mutual fund certificates or other similar financial instruments issued or floated or proposed to be issued or floated by the Company or any other company or modaraba company, modaraba fund, mutual fund, unit trust, investment company or any other similar concern:
- to sell, dispose of, divest, exchange, transfer or terminate in any mode and at any time whatsoever wholly or partially the interest of the Company in any company, modaraba company, modaraba fund, mutual fund, unit trust or any other similar con-
- 9. to promote, sponsor, develop, finance, operate or assist in promotion, sponsoring,

development, financing operation of any commercial, trade, agricultural, service rendering business or industrial undertaking bucluding manufacturing, transport, mining or exploration whatsoever, either existing a Report fill bugh a modaraba company modaraba fund, modaraba, mutual fund, unit trust dovestment company, or any other similar concern either in syndicates or other wise;

- to form, manage join in or subscribe to any syndicate doing business similar to that of the Company;
- 11. to purchase or otherwise acquire, hold, pledge, turn to account in any manner, import, export, sell, distribute or otherwise dispose of and generally to deal in commodities and products (including any future interest therein) and merchandise, articles of commerce, materials, personal property and real property of every kind, character and description whatsoever, wheresoever situated, and any interest therein at any place or places in Pakistan or abroad either as principal or as a factor or broker or as a commercial, sales, business or financial agent or representative, general or special, or in any other capacity whatsoever for the account of any domestic or foreign person or public authority and in connection therewith or otherwise to acquire and hold membership in or otherwise secure trading privileges on any board of trade, exchange or other similar institution where any such products or commodities or personal or real property are dealt with and to comply with the rules of any such institution;
- to engage in any mercantile, manufacturing or trading business of any kind or character whatsoever, within Pakistan or in any part of the world, and to deall things incidental to such business;
- 13. to act as executors, administrators, and trustees and to undertake and execute trusts of all kinds whether private or public including religious and charitable trusts and generally to carry on what is usually known as trustees and executors trustees and in particular and without limiting the generality of the above, to act as judicial and custodian trustees for the holders of the modaraba certificates, musharaka certificates, term finance certificates, participation term certificates, shares scrips, tonds, debentures, unit trust certificates, mutual fund certificates and such other securities or instruments or properties as the Company may think fit and to undertake the office of receiver, manager, liquidator, agent, attorney, guardian of property, committee of the property of incompetents, depository and to discharge the duties and functions incidental thereto and generally to transact all kinds of trust or fiduciary business;
- 14. to hold, administer, sell, realise, invest, dispose of, deal with the moneys and property both real and personal and to carry on sell, realise, dispose of and deal with any business comprised or included in any estate of which the Company shall be acting as its executors or administrators or over which the Company has direct or indirect or exclusive or partial control under these presents or in any trust of which the Company is the trustee;
- 15. to make deposits, enter into recognizances and bonds, and otherwise give security for the due execution of the offices and performance of the duties of executors, administrators, trustees, receivers, liquidators, treasurers and agents;
- 16. to provide administrative, sales and technical assistance, service and advice on a contract, loan, secondment, employment or other basis and to provide consultants, staff and employees who will give administrative, sales and technical assistance, service and advice to any person or company any where in the world on any matter or any type of business whatsoever;
- 17. to gurantee the performance of the obligation of and the payment of dividends on

CERTIFIED TRUE COPY

any stocks, shares and securities of any company, firm or person in any case in which such guarantee may be considered likely, directly or indirectly to further the objects of this Company or the interests of its members and generally to give any guarantee whatsoever which may be deemed likely, directly or indirectly, to benefit the Company or its members but not to act as a banking company;

- 18. for the purposes of the Company to sell, lease and in any other manager deal with or dispose of the undertaking, property, assets, rights and effects of the Gompany of ar-II any part thereof for such consideration as the Company may think fit and in particular Karachi
- 19. to buy or take on lease or otherwise acquire any asset and property;
- 20. to pay for any property or business or service rendered or to be rendered or any purchase in cash or by bills of the Company or by shares, or riba free bonds, modaraba certificates, musharaka certificates, participation certificates or other securities or acknowledgements of the Company or partly by one or more of them or
- 21. to sell, improve, manage, develop, exchange, transfer any rights in property, mortgage, redeem, dispose of, turn to account or otherwise deal with all or any part of the property of the Company;
- 22. to export, import, buy, sell and deal in and with, whether as principals, agents, brokers or otherwise, commodities, goods, substances and articles of every and all descriptions and to carry on all or any of the businesses of exporters, importers, manufacturers, buying and selling agents, wholesale and retail dealers in all and every kinds of commodities, produce, substances, goods, materials, merchandise and artidles and to export the same to all parts of the world, and to arrange for the storage thereof and in that connection to establish, construct and/or take on lease godowns
- to construct, own, purchase, acquire, lease, build, erect, install, establish, operate, manage and maintain godowns, wharehouses, factory buildings, plants, factories,
- to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, modaraba certificates, musharaka certificates participation term certificates or other securities of the Company or in or about the promotion of the Company or conduct of the
- 25. to acquire and hold either in the name of the Company or in that of any nominee investments in shares, stock, musharaka certificates, modaraba certificates, participation term certificates, unit trust certificates, mutual fund certificates, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company, Government, sovereign ruler, commissioners, public body or authority. supreme, municipal, local or otherwise whether in Pakistan or elsewhere and to vary
- 6. to carry on and transact every kind of guarantee and indemnity business and every kind of counter-guarantee and counter-indemnity business as may be permissible
  - to carry on business of erecting and constructing houses, buildings, structures and fixtures of every description on lands and/or buildings and to purchase, take on lease or otherwise acquire or exchange or transfer any lands and/or buildings to dis-

28. to adopt such means or thaking known that products and activities of the Company may seem expedies and in particular by advertising in any media, or by the pure ase, exhibition, or reproduction of works of art, or by the publication of books an pictures, or by granting concessions, prizes, rewards, and goods free or at reduce prices, or in such other manner, whether similar to the above or not, as the Compan may deem desirable: 29. to acquire by purchase or otherwise, own, hold, buy, sell, convey, lease, mortgages encumber real estate and other property, personal or real, and to survey, subdivide improve and develop lands for purposes of sale or otherwise, and to do and perform all things needful and lawful for the development and improvement of the same for residence, trade or business; 30. to apply for, obtain, register, purchase, lease or otherwise to acquire, and to hold, use, own, operate and introduce and to sell, assign or otherwise dispose of, any trade-marks, trade-names, copy-rights, patents, inventions, improvements and secret processes, to use, exercise, develop and grant licenses in respect thereof, or otherwise turn to account any such trade-marks, copyrights, patents, licenses, processes and the like or any such property or rights, necessary and incidental to these 31. to purchase, take on lease or tenancy or in exchange, hire, take options over or otherwise acquire for any estate or interest whatsoever and to hold, develop, work. cultivate, deal with, dispose of and turn to account concessions, grants, decrees, licences, privileges, claims, options, leases, property (movable or immevable) or rights or powers of any sort which may appear to be necessary or contentent for any business of the Company and to purchase, charter, hire, build or otherwise acquire vehicles of any or every sort or description; 32. to transfer by sale or otherwise all or any of the property of the Company and to grant licenses, easements, options or other rights over the same and to a cept such consideration as may be thought fit for the same: 33. to manage, improve, cultivate, maintain, underlet, exchange, sell or officervise deal with and dispose of all or any part of the lands and buildings or other real property of the Company not required for the purposes of the Company: 34. to enter into working arrangements of all kinds with other companies, corporations, firms or persons, and also to make and carry into effect arrangements with respect to union of interests or amalgamation either, in whole or in part, or any other arrangements with any other companies, corporations, firms or persons; 35. to promote and form other companies for all or any of the objects mentioned in this Memorandum or any extension thereof and to transfer to any such company all or any of the property of this Company, and to take or otherwise acquire and hold shares. debentures, modaraba certificates, or other securities of any such company, and to subsidise or otherwise assist any such company; 36. to extend the business of the Company by purchasing, acquiring, adding to, altering, enlarging all or any of the buildings, mills, factories, premises, places, being the property of the Company or on all or any of the lands for the time being the property of the Company or on all or any of the lands for the time being the property or in possession of the Company and by expending from time to time such sum or sums of money as may be necessary or expedient for improving, adding to, altering, repairing and maintaining the buildings, structures, machinery, plant and property for the time being of the Company and to sell or mortgage or let out on hire or lease all or any portion of the same as may be thought desirable:

purposes:

- 37. to amalgamate with or accept stock or shares or modaraba certificates, musharaka certificates, participation term certificates, term finance certificates, bonds, debenvices rendered or for any sale made to or debt owing from any such company b-Registrar-II
- 38. to render assistance in the sale of goods articles or commodities of all and every kindn. Karachi or description by way of hire purchase or deferred payment or similar transaction and to institute, enter into, carry on, subsidise, or assist in subsidising or financing the sale and maintenance of goods articles or commodities of all and every kind and description upon any terms whatsoever and to import, export, buy, sell, barter, exchange, pledge, or otherwise deal in goods, produce, articles and merchandise;
- for the purposes of the Company to borrow or raise or secure the payment of money in 39. accordance with Shariah by issue of modaraba certificates, musharaka certificates, participation term certificates, term finance certificates, debentures or debenturestock, perpetual or otherwise and whether charged or not charged upon the whole or any part of the property of the Company (both present and future), whether payable
- for the purposes of the Company only to draw, make, accept, endorse, transfer, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, railway receipts, warrants, debentures, shares, stocks bonds, modaraba certificates, musharaka certificates, participation term certificates, unit trust certificates. mutual fund certificates or other financial or negotiable instruments or documents in connection with the Company's business;

to open; maintain and operate account or accounts with any bank or banks in Pakistan or elsewhere in the world and to enter into any transactions or dealings, agreements or arangements with or procure such services from bank or banks which are generally entered into or performed or rendered by the banks with, for or to their constituents. Without limiting the generality of the foregoing to open, maintain and operate current, term deposit, savings, profits and loss sharing or other types of accounts, to maintain and operate lockers and other safe custody arrangements, to open and get established and establish letters of credit, on behalf of the Company and its musharaka participants to obtain bank guarantees and obtain any other assistance of the bank in carrying out the objects of the Company;

- to cause insurance of the Company against the risk or peril of loss, damage, destruction, demolition or diminution and generally take measures for the safe custody or defence and protection of the Company's interests, assets, movable and immovable properties, records, documents, belongings and man power and take out any insurance policies or enter into any contracts of insurance, guarantee or indemnity for attaining the aforesaid objectives. Without limiting the generality of the foregoing to take out marine, hull, fire, motor and miscellaneous accident, personal accident, fidelity guarantee, group insurance, explosion, third party claims, loss of profit, workmen's compensation and all other forms of insurances as may be considered necessary;
- 43. to apply for and obtain any orders, licences and sanctions of any Government, department or Ministry for any of the purposes within the objects of the Company;
- 44. to enter into any arrangement and to take all necessary or proper steps with the Government of Pakistan, and with any provincial government or any foreign government or public authority, local, municipal or otherwise or with any corporation or private persons or all or any of these for the purposes of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the

H. No. 308 Sab-Registrar-II

Company or furthering the interests of the address and to oppose any such steps taken by any other authority, firm or person which the Company considers likely, directly or indirectly, to prejudice its interests, and to obtain or endeavour to obtain from any such governmental or other public authority any charters, contracts, decrees, rights, grants, loans, subsidies, privileges, concessions, indemnities, sanctions or consents as the Company may think proper;

- only in connection with the business of the Company or of any modaraba managed by it, to draw, make, accept, discount, endorse, execute and issue promissory notes, bills of exchange, hundles, bills of lading and other negotiable or transferable securities and to advance or deposit money, securities or property to any persons, firm or company and on any terms with or without security and to advance money to the Company's executives, officers and employees/agents customers;
- only in connection with the business of the Company or of any modaraba managed by it to undertake commercial obligations, transactions and operations;
- 47. to invest any moneys of the Company not for the time being required for any of the purposes of the Company in such investments (other than shares or stocks in the Company) as may be thought proper and to hold, sell or otherwise deal with such investments;
- 48. in connection with the business of the Company or of any modarabes managed by it to borrow and secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures, participation term certificates, term finance certificates and other securities charged upon all of any of the Company's property, both present and future, and to purchase redeem and pay off any such securities;
- 49. to form, incorporate or promote any company or companies whether in Pakistan or in any foreign country, having amongst its or their objects the acquisition of all or any of the assets or control, management or development of the Company or any other objects or object which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in obtaining subscriptions for or placing or assisting to place or to obtain subscription for or for guaranteeing the subscription of or the placing of any shares in the capital of the Company or any bonds, debentures, modaraba certificates, obligations or securities of the Company or any stock, shares, bonds, debentures, obligations or securities of any other company held or owned by the Company or in which the Company may have an interest or the promotion or formation of any other company in which the Company may have an interest;
- 50. to grant pensions, allowances and bonuses to employees (including directors) or exemployees of the Company including payment of premiums on life policies of employees or their dependents, to establish and operate Provident, Gratuity and Superannuation Fund for the same and to establish, join and support or aid any trade societies whether such societies be solely connected with the trade carried on by the Company or not;
- 51. to pay any premium or salaries and to pay for any property, rights, or privileges acquired by the Company or for services rendered in connection with the promotion of objects or the business of the Company or in connection with the acquisition of any property rights or privileges for the Company or otherwise how soever, either wholly

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arpartially in cash or in shares, bonds, debentures or other securities of the Comcany and to issue any shares, bonds, debentures or other securities as fully paid up and to charge any such bonds, debentures or other securities upon all or any part of the property of the Company;

m distribute all or any of the property of the Company amongst the members in specie or kind, but so that no such distribution amounting to an unlawful reduction of 308 capital be made;

to aid, pecuniarily or otherwise, any association, body or movement having for alreb. Karachi ect the solution, settlement or surmounting of industrial or labour problems or troubles or the promotions of industry or trade subject, however, to the restrictions of the Companies Ordinance, 1984;

to establish and maintain agencies, branches or depots and to carry on the business in any part of Pakistan or in any part of the world, and to take such steps as may be necessary to give the Company such rights or privileges in any part of the world as are possessed by local corporations or partnership firms as may be thought best;

to provide services to any business or concern that the Company may find convepient or advantageous and to do any kind of commercial business;

ip amalgamate, consolidate, or merge, with a view to effecting a union of interests, either in whole or in part, with or into any other companies, associations, firms, or persons carrying on any trade or business of a similar nature to that which this Company is authorized to carry on;

to pay all costs, charges and expenses which the Company may lawfully pay with respect to the formation and registration of the Company;

to do all or any of the things herein in any part of the world either as principals or agents and either alone or in conjunction with others;

to do all and everything necessary, suitable or proper or incidental or conducive to the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporate bodies, firms or individuals and to do every other act or thing incidental or appurtenant to or arising out of or connected with the business or powers of the Company or part thereof, provided the same be lawful;

is expressly declared that the several sub-clauses of this clause and all the powers ressed therein are to be cumulative but in no case unless the context expressly so resist the generality of any one sub-clause to be narrowed or restricted by the name of company or by the particularity of expression in the same sub-clause or by the application of any rule of construction such as the ejusdem generis rule, and accordingly none ich sub-clauses or the objects therein specified or the power thereby conferred shall be effected by any of the company shall have full power to exercise all or any of the erest conferred by any part of this clause in any part of the world.

The liability of the members is limited.

The Authorised Capital of the Company is Rs. 150,000,000 (Rupees one hundred & nillion) divided into 15,000,000 ordinary shares of Rs. 10 each with powers to the Comfrom time to time to increase and reduce its capital.



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in capital of the Company set opposite our respective names.

No.	Name and Surname (present & former) (in Block Letters)	Father's/Husband's Name in full.	Nationality with an former Nationality		in full.	Number of shares taken by each subscriber	Signature
t.	Mr. S.M. Saleem	Mohammad Aslam (Late)	Pakistani I	5	2-Modern Housing Soc Shaheed-e-Millat Rd. Karachi	ciety	-Sd-
2	Mr. Mohammad Bashir Jan Mohammad	Jan Mohammed Dawood			Batool Fatima, 18/3, Darul Aman, Housing Society, Off. Shaheed-e Millat Rd. Kyc.	One	-Sd-
3.	Sheikh Mohammed Yaseen	Sheikh Mukhtar Ahmed	304		Race Course Road. Faisalabad.	One	-Sd-
4.	Mr. Alamgir Elahi	Ahsan Elahi	202 11		71-B, Bridge Colony, Lahore.	One	Sd-
5.	Mr. Shahzad Ahmed	Nisar Ahmed	*	0 !	141-KMC, Housing Soci Justice Inamullah Rd, K		Sd-
6.	Mr. Tariq Rafi	Sheikh Mohammed Rafi.	Suh-Reg	istrar-II	94-H, Block 6, Karachi,	One C	-Sd-
7./	Mr. Tariq Salgal	Main Sayeed Saigal	Sub-Reg Suddar Tox	yn Karay	2-Lawrence Rd, Lahor	e. One	-50-
8.	Mr. S.M. Muneer	Sheikh Mohammad Din.		ndustrialist:	55, Al-Hamra Society. Karachi.	One	07-9a-
9.	Mohammad Abdullah	(Late) Haji Jamaluddin	:#		B-31, KDA Scheme No. Karachi.	1. One	-Sd-
10.	Mr. Zahid Haleem	Mohammed Haleem Shaikh		Student	85-B, Model Town, Laho	ore. One	-Sd-
11.	Mr. Husain Lawai	Haji Moosa	(*)	F=000010	C-205 A/1, KDA Scheme No. 1-A, Karachi.	One	-Sd-
12	Mr. Abdul Razak Haji Adam.	Haji Adam			266-B, Adamjee Nager, Block-B, Karachi	One	-Sd-

Dated the 28/K day of Jan 1992.
Witness to above signatures

Signature Full address

(Full Name, Father's/Husband's Name)
(in Block Letters)

Occupation

Certified to be three Copy

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## THE COMPANIES ORDINANCE 1984 (COMPANY LIMITED BY SHARES) ARTICLES OF ASSOCIATION

R. No. 308
Sub-Registrar-II
Karachi

OF

MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED

#### PRELIMINARY

#### A' NOT TO APPLY

he regulations contained in Table "A" in the First Schedule to the Companies are 1984 shall not apply to the Company except in so far as they are repeated or the in these articles.

#### PRETATION:

he chapter headings shall not affect the construction hereof, and in these Articles, there is something in the subject or context inconsistent therewith:—

ind" means the distribution of profits of the Company to its Members.

er" means a member of the Company within the meaning of clause (21) of sub-

means a calendar month according to the English calendar.

means the Registered Office of the Company.

shall include a body corporate.

n means section of the Ordinance.

Resolution has the meanings assigned thereto by clause (36) of sub-section (1) on 2

ticles" means these Articles of Association, as originally framed or as altered to time by Special Resolution.

thority" means the Corporate Law Authority constituted under Section 11.

ard" shall mean the Directors from time to time of the Company acting at a meetrough a Committee of Directors or pursuant to written consent.

means MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED.

airman" means the Chairman of the Board appointed from time to time pursuant ticles.

enture" shall include Participation Term Certificate, Term Finance Certificate, astrument in the nature of redeemable capital.

ectors" means the Directors of the Company appointed from time to time purhese Articles including alternate Directors.

aging Director" means the chief executive of the Company appointed from time irsuant to the Articles.

"The Memorandum" means the Memorandum of Association of the Company as originally framed or as altered from time to time in accordance with the provisions of the Ordinance.

"The Ordinance" means the Companies Ordinance 1984, as amended and now in force in Pakistan, and any amendment or re-enactment thereof for the time being in force.

"The Register" means the Register of Members to be kept pursuant to Section 147.

"The Seal" means the Common Seal of the Company.

"In writing" and "Written" includes printing, lithography and other modes of representing or reproducing words in a visible form.

"Words" importing the singular number include the plural number and vice versa.

"Words" importing the masculine gender only include the feminine gender and words or expressions contained in the Articles shall bear the same meaning as in the Ordinance.

"Words" importing persons include bodies corporate.

#### PRIVATE COMPANY:

The Company is a private company within the meaning of clause (28) of sub-section 1 of Section 2, and accordingly:

(a) the right to transfer the shares in the Company is restricted in the manner given hereunder:

- (b) the number of members in the Company is restricted to fifty excluding the persons who are in the employment of the Company; Provided that where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member; and
- (c) no invitation shall be issued to the public to subscribe for the shares, debentures. or debenture stock of the Company.

#### CAPITAL:

H. No.

4. The Authorised capital of the Company is Rs. 150,600,000 (Rupees one hundre fifty million) only divided into 15,000,000 Ordinary Shares of Rs. 10 each.

#### ISSUE OF SHARES:

- Subject to the provisions of the Ordinance, the shares shall be under the control of the Board who may allot or otherwise dispose of the same or any of them to such persons, on such terms and conditions, and at such time as the Board thinks fit, and at a premium or at par or (subject to the provisions of the Ordinance) at a discount, and for such consideration as the Board thinks fit.
- The Board shall, as regards any allotment of shares, duly comply with such provisions of sections 68 to 73 as may be applicable.
- Subject to Section 86, where at any time the Board decides to increase the issued capital of the Company by issuing any further shares, then subject to any direction to the contrary that may be given by the Company in General Meeting, such shares shall be offered to the members in proportion to the existing shares held by each member, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting a time within which the offer, it not accepted, will be deemed to be de-

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## RACTIONAL

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### SHARES IN

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#### TRUST

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clined and after the expiration of such time, or on receipt of information from the member to whom such notice is given that he declines to accept the shares offered, the Board may dispose of the same in such manner as it may consider most beneficial to the Company.

If and whenever as a result of an issue of new shares or any consolidation or sub-division of shares any member becomes entitled to hold shares in fractions, the Board shall not be required to offer or issue such fractional shares and shall be entitled to sell whole shares at a reasonable price and pay and distribute to and amongst the members entitled to such fractional shares in due proportion the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Board may authorise any person to transfer the shares sold to the purchaser thereof, and the purchaser shall be registered as the holder of the shares comprised in such transfer but he shall not be entitled to see the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. SHARES IN PAYMENT FOR PROPERTY:

Subject to the provisions of the Ordinance and the Articles, the Board may allot and issue shares in the capital of the Company as payment or part payment for any property sold or transferred, goods or machinery supplied, or for services rendered to the Company in the conduct of the business or affairs, and any shares which may be so allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up EVIDENCE OF MEMBERSHIP:

Any application for subscription signed by or on behalf of an applicant or supr-III cheer for shares in the Company, followed by an allotment of any shares therein, shallprach? be an acceptance of shares within the meaning of the Articles, and every person who thus or otherwise accepts any shares and whose name is entered on the Register shall for the TRUST NOT RECOGNISED:

Save as herein otherwise provided, the Company shall be entitled to treat the perwhose name appears on the Register as the holder of any shares as the absolute owner thereof, and accordingly shall not (except as ordered by a Court of competent jurisdiction or as by law required) be bound to recognise any trust or equity or benami, equitable, contingent or other claim to or interest in such shares, on the part of any other person whether or not it shall have express or implied notice thereof.

## UNDERWRITING AND COMMISSION

### COMMISSION:

Subject to section 82, the Company may at any time pay a commission to any person or subscribing or agreeing to subscribe, (whether absolutely or conditionally) for any hares or debentures or procuring or agreeing to procure subscription, whether absolute r conditional, for any shares or debentures of the Company, but so that the amount or ate of commission shall not exceed five (5) per cent (or such other rate as may be precribed by the Authority under the Ordinance) of the price at which the shares are issued r of the nominal value of the debentures in each case subscribed or to be subscribed. he commission may be paid or satisfied in cash or in shares or debentures of the Comany. The Company may also pay brokerage not exceeding one (1) per cent (or such other te as may be prescribed by the Authority) in respect of any subscription for shares or de-

#### CERTIFICATES

### MEMBER'S RIGHT TO CERTIFICATE:

Every member shall be entitled without payment to one Certificate for all the shares registered in his name, or upon paying such fee as the Board may from time to time determine, to several Certificates, each for one or more shares. Every certificate of shares shall specify the number and denote the number of shares in respect of which it is issued, and the amount paid thereon, such certificate shall be issued under Seal, and shall bear the signature of one Director and shall be counter-signed by the Secretary or by a second Director, or by some other person appointed for that purpose by the Board. The Directors, may by resolution determine, either generally or in any particular case. that the signature of any Director(s) may be affixed by some mechanical means in the mode and manner specified in such resolution. Provided that, in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

### ISSUE OF NEW CERTIFICATE IN PLACE OF DEFACED LOST OR DESTROY CERTIFICATE:

If any Certificate is worn-out, defaced or rendered useless, then upon production thereof to the Board, it may order the same to be cancelled and may issue a new Certificate in lieu thereof, and if any certificate is lost or destroyed, then on proof thereof, to the satisfaction of the Board and on such indemnity as the Board deems adequate being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. The new certificate may be issued on such terms and fee as may prescribed by the Board including payment of expenses incurred by the Company man vestigating title.

### TRANSFER AND TRANSMISSION Sub-Registrar-I

### **EXECUTION OF TRANSFER:**

The instrument of transfer of any share in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof. The Company shall keep a book to be called the "Register of Transfer" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share.

### TRANSFER:

The instrument of transfer of any share shall be in writing in the usual common form or in the form appearing in the next article 17 or as near thereto as circumstances will admit.

### FORM OF TRANSFER:

17.	MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED
	being a national_called the "Transferor" is a said of
	son/daughter/wife of
	hereby transfer to the Transferee — share(s) numbered —

(PRIVA executo held the hereby

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in the undertaking called MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE) LIMITED to hold the same unto the said Transferee, his (or her) executors, administrators and assigns subject to the several conditions on which i held the same immediately before the execution hereof, and I, the Transferee, do hereby agree to take the said share(s) subject to the conditions aforesaid. AS WITNESS our hands this

Signature——dated	S	ignature. ransferor	
Full Address—	II	R. No.	308
Witness Signature—	Signature——— Transferee	Sub.	Registrar-II
Signature—	Full Name, Father		
Full address—	Nationality Occupatransferee	ation and Ful	I Address of

to time alter or vary the transfer form,

## WHEN REGISTER MAY BE CLOSED:

The Board shall have power on due notice (given in the manner prescribed in the Ordinance) to close the Register of Transfers for such period(s) of time not exceeding thirty days at a time or forty-five days in any year.

# TRANSMISSION OF SHARES OF DECEASED MEMBER:

In the case of the death of a shareholder, the survivor, where the deceased was a joint holder, and (subject as hereinafter provided), where the deceased was a sole or only surviving holder, the executors or administrators of the deceased holding a Grant or Probate or Letters of Administration or the nominees of the deceased appointed under Section 80; or any person or persons mentioned in any succession Certificate effective in Pakistan shall be the only persons recognised by the Company as having any title to the shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability, (whether sole or joint), in respect of any share solely or jointly held by him. In any case in which such a Grant or Probate or Letters of Administration or Succession Certificate to the estate of a deceased sole or only surviving holder has not been obtained or a nomination was not made by the deceased as above mentioned, the Board may, but shall not be bound to, recognise the title of any person claiming to be entitled to the deceased holder's share on production by such claimant of any other evidence of title as the Board may deem sufficient, and upon the claimant furnishing such indemnity, if any as the Board may require.

## RESTRICTION ON TRANSFERS:

The Board may decline to register any transfer of shares to a person of whom they do not approve, and may also decline to register any transfer of shares on which the Company has a lien. If the Board refuses to register a transfer of any shares it shall within 30 days after the date on which the transfer was lodged with the Company send to the trans feree and the transferor notice of the refusal.

### RIGHT OF THE SURVIVOR TO BE REGISTERED AS A MEMBER OR TO TRANSFER SHARES:

Any person becoming entitled to a share in consequence of the death or insolvency of a member shall, upon such evidence being produced as may from time to time be required by the Board, have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or insolvent person could have made, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

#### RIGHT OF SURVIVOR TO RECEIVE **DIVIDENDS AND OTHER ADVANTAGES:**

A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he was the registered holder of the share, except that he shall not store being registered as a member in respect of the share, be entitled in respect of it to exercise and rights conferred by membership in relation to meetings of the Company.

#### COMPANY NOT TO BE LIABLE:

23. The Company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register) to the person having or claiming any equitable right, title or interest to or in the same shares, no withstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable rights, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Board shall so think fit.

### ALTERATION OF CAPITAL

### POWER TO INCREASE AUTHORISED CAPITAL:

The company may from time to time by special resolution increase the authorised share capital by such sum to be divided into shares of such and as the resolution shall prescribe.

### CONDITIONS OF:

Except and so far as otherwise provided by the conditions of issue or by the Articles, any capital raised by the creation of new shares shall be considered part of the authorised capital and shall be subject to the provisions herein contained with reference to transfer and transmission, voting and otherwise.

### POWER TO REDUCE SHARE CAPITAL:

The Company may by Special Resolution reduce its share capital in any manner and with and subject to any incident authorisation and consent required by law.

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## POWER TO SUB-DIVIDE OR CONSOLIDATE SHARES:

- Subject to Section 92, the Company may in General Meeting by Ordinary Resolution alter the conditions of its Memorandum as follows:
  - (a) consolidate and divide all and any of its share capital into shares of larger amount
  - (b) sub-divide shares or any of them into shares of smaller amounts than originally fixed by the Memorandum, subject nevertheless to the provisions of the Ordi-

### POWER TO CANCEL SHARES NOT TAKEN:

(c) cancel shares which at the date of such General Meeting have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

### POWER TO BORROW:

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### POWER OF THE BOARD:

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NB-

Sub-Registrar-II The Board may from time to time borrow any moneys for the purposed erthe Comphi pany from the members or from any other persons, firms, companies, corporations, Government Agencies, institutions or banks, or the Directors may themselves lend moneys or

### GIVING OF SECURITIES:

The Board may borrow moneys and secure payment thereof in such manner and upon such terms and conditions in all respects as it may think fit, and in particular by the issue of bonds, debentures, or by mortgage or charge or other security on the whole or any part of the property, assets and rights of the Company, (both present and future), including its uncalled capital for the time being.

## CONDITIONS OF BONDS, ETC:

Any bonds, debentures or other securities issued or to be issued by the Company shall be under the control of the Board which may issue them upon such terms and conditions and in such manner and for such consideration as shall be considered by the Board

### ISSUE AT DISCOUNT:

Any bonds, debentures or other securities may be issued at a discount premium or otherwise and with any special privileges as to redemption, surrender, drawings, convertibility into shares, attending and voting at General Meetings of the Company, appointment of Directors, and othewise, provided that debentures with the right to be converted into shares shall not be issued without the consent of the Company in General Meeting obtained by special resolution, subject to Section 87.

### INDEMNITY TO DIRECTORS:

If the Directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company, the Board may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

### GENERAL MEETINGS

### GENERAL MEETING WHEN TO BE HELD:

33. A General Meeting, to be called Annual General Meeting, shall be held, in accordance with the provisions of Section 158, within eighteen months from the date of incorporation of the Company and thereafter once at least in every calendar year within a period of six months following the close of its financial year and not more than fifteen months after the holding of its last preceding Annual General Meeting as may be determined by the Board.

### EXTRAORDINARY GENERAL MEETING:

34. All general meetings of the Company other the the Company other the Company othe

## WHO MAY CALL EXTRA-ORDINARY GENERAL MEETINGS:

35. The Managing Director or, in his absence, any two Directors, may call an Extraordinary General Meeting, and Extraordinary General Meetings shall also be called on such requisition, or in default, may be called by such requisitionists, as is provided by Section 159.

### NOTICE OF MEETINGS:

36. Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of General Meeting and, in case of special business, all material facts concerning such business, shall be given in a manner provided by the Ordinance for the General Meetings to such persons as are, under the Ordinance or the Articles, entitled to receive such notices from the Company.

#### SPECIAL BUSINESS:

37. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheet and the reports of Directors and Auditors, the election of Directors, the appointment of, and the fixing of the remuneration of the Auditors. Where it is proposed to pass a Special Resolution at a General Meeting, notice of the Meeting shall specify the intention to propose the Resolution as a Special Resolution.

### OMISSION TO GIVE NOTICE:

38. In a case in which notice of any Meeting is given to the shareholders individually, the accidental omission to give notice to any of the shareholders or the accidental non-receipt thereof shall not invalidate the proceedings at any such Meeting.

### PROCEEDINGS AT GENERAL MEETING

### QUORUM

39. Two members present in person and representing not less than twenty-five (25%) per cent of the total issued shares of the Company either on their own account or as proxies shall be a quorum for a General Meeting. No business shall be transacted at any General Meeting, unless the quorum requiste is present at the time when the Meeting proceeds to business.

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### WHO TO PRESIDE IN GENERAL MEETING:

The Chairman shall be entitled to take the chair at every General Meeting. If there is no Chairman or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding such Meeting or is unwilling to act, the Directors present may elect a Director as Chairman and if none of the Directors is present or being present is unwilling to act as Chairman, the members present shall choose one of the members to be

## ADJOURMENT OF MEETING FOR LACK OF QUORUM:

If within half an hour after the time appointed for the holding of a General Meeting a quorum is not present, the Meeting if convened on the requisition of the members, shall be dissolved, and in every other case shall stand adjourned to the same day in the week following at the same time and place. If at the adjourned meeting a quorum is not present the members present personally being not less than two shall be the quorum and may transact the business for which the meeting was called.

### ADJOURNMENT BY CHAIRMAN:

The Chairman with the consent of a General Meeting may adjourn any Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than business left unfinished at the Meeting from which the

### VOTING ON RESOLUTIONS BY SHOW OF HANDS AND WHEN POLL DEMANDED:

R. No. 306 At any General Meeting a Resolution put to the vote of the Meeting shall be Karachi decided on a show of hands, unless a poll is (before or on the declaration of the results of the show of hands) demanded by at least one member present in person or by proxy if not less than seven members are personally present or by two members present in person or by proxy if more than seven members are personally present or by the Chairman of the Meeting, or by any member or members present in person or by proxy and having not less than one-tenth of the total voting power in respect of the resolution or by any member or members present in person or by proxy and holding shares in the Company conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up which is not less than one-tenth of the total sum paid up on all the shares conferring that right, and unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the books of the proceedings of the Company shall be conclusive evidence of the fact without further proof of the number or proportion of the votes recorded in favour of or against such Resolution.

#### POLL:

If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the Meeting directs, and either at once or after an interval or adjournment of not more than fourteen days from the day on which the poll is demanded and the results of the poll shall be the resolution passed at the Meeting at which the poll was held. The demand for a poll may be withdrawn at any time by the person or persons who made the demand.

## POLL ON ELECTION OF CHAIRMAN AND ADJOURNMENT:

Any poll demanded on the election of a Chairman of a Meeting or on any question of adjournment shall be taken at the Meeting and without adjournment.

#### EFFECT OF POLL:

46. The demand for a poll shall not prevent the continuation of a Meeting for the transaction of any business, other than the question on which the poll was demanded.

#### MINUTES:

47. Minutes shall be made in books provided for the purpose of all resolutions and proceedings at General Meetings, and any such Minutes if signed by any person purporting to have been the Chairman of the Meeting or next following Meeting shall be receivable as evidence of the facts therein stated without further proof.

#### MINUTE BOOKS:

48. The Books containing Minutes of proceedings of General Meetings of the Company shall be kept at the Registered Office of the Company and shall during business hours (subject to reasonable restrictions as the Board may from time to time impose but so that no less than two hours each day is allowed for inspection) be open to the inspection of any member without charge.

#### VOTES OF MEMBERS:

49. Except as provided in Article 64 hereof, upon a show of hands every member entitled to vote and present in person or by proxy shall have one vote, and upon a foll every member entitled to vote and present in person or by proxy shall have one vote for every share held by him.

#### RIGHT TO VOTE OF JOINT HOLDERS:

or by proxy, shall be accepted to the exclusion of the votes of the other joint-holders; and for this purpose seniority shall be determined by the order in which the names standing the Register.

### REPRESENTATIVES OF CORPORATE MEMBERS: Sub-Registrar-II

51. A company or other body corporate which a difference of the Company may, by resolution of its Directors, or proxy signed by authorised officers, authorise any of its official or any other persons to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the company which he represents as if he were an individual shareholder of the Company.

### VOTING BY MEMBER OF UNSOUND MIND:

52. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.

### **POLL BY PROXY:**

53. On a poll votes may be given either personally or by proxy.

### PROXY:

54. Every proxy shall be appointed in writing under the hand of the appointer or by an agent duly authorised under a Power of Attorney or if such appointer is a company or corporation under the Common Seal of the company or corporation or the hand of its Attorney who may be the appointer. A proxy need not be a member. A proxy shall have such

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right as respects speaking and voting at a Meeting as are available to a member personally present at the Meeting. A member shall not be entitled to appoint more than one proxy to attend any one Meeting. If any member appoints more than one proxy for any one Meeting and more than one instruments of proxy are deposited with the Company, all such instruments shall be rendered invalid

#### IRREVOCABLE PROXY:

55. Any proxy declared expressly on its face to be irrevocable shall not be revoked or be deemed revoked by the member giving such proxy without the consent of the proxy-holder, whether by attendance at any General Meeting held during the period of such proxy or by any other action on his part whatsoever or otherwise during the term of such proxy if such proxy is furnished to and filed with the records of the Company, and the Company shall be bound to recognise and give effect to such proxy in accordance with the terms thereof.

### PROXY TO BE DEPOSITED AT THE OFFICE:

Sub-Registrar-II

No person shall act as proxy unless the instrument of his appointment and therach. Power of Attorney, if any, under which it is signed, shall be deposited at the Office at least forty-eight hours before the time for holding the Meeting at which he proposed to vote.

#### FORM OF PROXY:

57. An instrument appointing a proxy may be in the following form or a form as near thereto as may be:

being a member of the MUSLIM COMMERCIAL FINANCIAL SERVICES (PRIVATE).

LIMITED hereby appoint of as my proxy to vote for me and on my behalf at the (annual, extraordinary, as the case may be) general meeting of the Company to be held on the day of and at any adjournment thereby.

### VALIDITY OF PROXY:

58. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of principal or revocation of the proxy or of any power of attorney under which such proxy was signed, provided that no intimation in writing of the death or revocation shall have been received at the office of the Company before the Meeting or the adjourned Meeting at which proxy is used.

### VALIDITY OF VOTE:

59. No objection shall be made to the validity of any vote except at the Meeting or at the poll at which such vote shall be tendered, and every vote whether given personally or by proxy not disallowed at such Meeting or poll shall be deemed valid for all purposes of such Meeting or poll.

### CHAIRMAN TO DECIDE:

60. If any question is raised, the Chairman of the Meeting shall decide on the validity of every vote tendered at such Meeting in accordance with these Articles.

#### DIRECTORS

61. The number of Directors shall not be less than two. The Board shall fix the number of elected Directors of the Company not later than thirty-five (35) days before the convening of the General Meeting at which Directors are to be elected, and the number so fixed shall not be changed except with the prior approval of the General Meeting of the Company.

#### FIRST DIRECTORS:

62. The number and names of the first Directors shall be determined by the subscribers to the Memorandum.

TERM OF OFFICE, REMOVAL AND CASUAL VACANCIES

#### FIRST DIRECTORS TO RETIRE:

63. The first Directors of the Company shall stand retired from office at the first Annual General Meeting of the Company.

#### **ELECTION OF DIRECTORS**

- 64. (i) After the first appointment of Directors, the number of elected Directors fixed by the Board under Article 61 shall be elected to office by the members in General Meeting in the following manner, namely:
  - a member shall have such number of votes as is equal to the product of voting shares held by him and the number of Directors to be elected;
  - a member may give all his votes to a single candidate, or divide them between more than one of the candidates in such manner as he may choose;
  - the candidate who gets the highest number of votes shall be declared elected as Director and then the candidate who gets the next highest number of votes shall be so declared, and so on until the total number of Directors to be elected has been so elected;
  - (ii) Where the number of candidates is equal to or less than the number of Directors to be elected it will not be necessary to hold an election as laid down in clause (i) of this Article and all the candiates shall be deemed to have been elected under this Article.

### TERM OF OFFICE:

65. A Director elected under Article 64 shall hold office for a period of three years, unless he earlier resigns, becomes disqualified from becoming a Director or otherwise ceases to hold office. A retiring Director shall be eligible for re-election. An election of Directors in the manner prescribed by the preceding Article shall be held once in every three years.

### REMOVAL:

66. The Company may by resolution in General Meeting remove a Director appointed under Article 62 or 68 or elected or deemed to have been elected under Article 64.

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Provided that a resolution for removing a Director shall not be deemed to have been passed unless the number of votes cast in favour of such a resolution is not less than:

- (i) the minimum number of votes that were cast for the election of a Director at the immediately preceding election of Directors, if the resolution relates to removal of a Director elected in the manner provided in or under Article 64; or
- (ii) the total number of votes for the time being computed in the manner laid down in Article 64 divided by the number of Directors for the time being, if the resolution relates to removal of a Director appointed under Article 62 or 68.

### CONTINUING DIRECTORS TO ACT:

The continuing Directors may act notwithstanding any vacancy in their body, but if the minimum falls below the number fixed by Article 61 hereof, the Directors shall not, except for the purpose of filling a vacancy in their number or of convening a General Meeting, act so long as the number remains below the minimum,

### JULING CASUAL VACANCY:

Sub-Registrar-II

The Directors may at any time appoint any person to be a Director to fill a case a Tva-n. Karach! cancy in the Board. Any Director so appointed shall hold office for the remainder of the firm of the Director in whose place he is appointed.

### REMUNERATION OF DIRECTORS:

Until otherwise determined by the Company in General Meeting, every Director including an alternate Director but excluding the Chief Executive/Managing Director a full time Working Director) shall be entitled to be paid as remuneration for his serces for attending Board Meetings, a fee at the rate of Rs. 500 per meeting attended by him. Each Director (including each alternate Director), shall be entitled to be reimbursed his reasonable expenses incurred in consequence of his attendance at meetings of the Directors, or of Committees of Directors.

## EXTRA REMUNERATION MAY BE PAID TO A DIRECTOR:

Any Director who serves on any Committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the statutory duties of a Director may be paid such extra remuneration as may be determined by the Board, provided that so long as is so required by the Controller of Capital Issues, the remuneration of a Director shall require approval of the Company in General Meeting.

### SHARE QUALIFICATION

### SHARE QUALIFICATION FOR DIRECTORS:

Save and except that a Director must be a member (unless he represents the Government, an institution (including a multinational company) or an authority which is a member on the Board, or is a whole time working Director, or a Chief Executive/Managing Director, or a person representing a creditor on the Board), a Director shall not require any shares qualification, so long as only subscribers' shares are in issue. Thereafter, the qualification of a Director shall be his holding shares in his own name of such value as

may be prescribed by the Controller of Capital Issues. In the case of Directors represent ing interests holding shares of the requisite value, no such share qualification shall be required, provided intimation in writing as to such representation is lodged with the Company forthwith upon appointment/election of a Director.

### GENERAL POWERS OF COMPANY VESTED IN DIRECTORS:

72. The control of the Company shall be vested in the Board and the business of the Company shall be managed by the Board, which may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not by the Ordinance or by these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the regulations of these Articles, to the provisions of the Ordinance and such regulations. (not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if the regulation had not been made.

### POWER TO OBTAIN FINANCES AND GIVING OF SECURITIES:

73. The Board may exercise all the powers, of the Company to borrow and mortgage or charge its undertaking, property and assets, (both present and future), and to issue debentures and other securities, whether outright or as collateral security for any debt. Its-bility or obligation of the Company, or of any third party.

#### MINUTE BOOKS

- 74. The Board shall cause Minutes to be made in books provided for the purpose:
  - (a) of all appointments of officers made by the Directors;
  - (b) of the names of Directors present at each meeting of the Board and of any Committee of Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Board, and of Committee of Directors; and every Director present at any meeting of Board shall sign his name in a Book to be kept for the purpose.

Any such minutes of any meeting of the Board or of a Committee of Directors or of the Company, if signed or purporting to be signed by the Chairman of such Meeting, or of the next succeeding Meeting, shall be receivable as evidence of the matters stated in such minutes.

### POWERS TO PAY PENSIONS, ETC.

75. The Board may pay and agree to pay pensions or other requirement, superannuation, death or disability benefits or allowances to any person in respect of any Director or former Director who may hold or may have held any executive office or employment under the Company, or any subsidiary company of the Company, or its holding company, (if any), and for the purpose of providing any such pensions or other benefits or allowances, may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such persons.

### DIRECTORS TO COMPLY WITH THE ORDINANCE:

76. The Directors shall duly comply with the provisions of the Ordinance or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of the particulars of mortgage MEETIN

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and charges affecting the property of the Company or created by it, to the keeping of a register of the Directors, and to the sending to the Registrar of an annual list of members, and a summary of particulars relating thereto and notice of any consolidation or increase of share capital, or sub-division of shares, and copies of special resolutions and a copy of the register of Directors any notification of

### PROCEEDINGS OF DIRECTORS

### MEETINGS OF DIRECTORS:

The Directors may meet together for the despatch of business, adjournand othern-II wise regulate meetings of the Board as they think fit. A Resolution moved at any meeting, rach? of Directors shall be passed by a simple majority vote. In the case of an equality of votes, the Chairman shall have a casting or second vote. The Managing Director or the Secre-

tary may at any time, and shall on the written requisition of two Directors at any time, summon a meeting of the Board. Unless otherwise decided by the Board, at least six clear days notice must be given to all Directors to summon a meeting of the Board, and such meeting shall set forth the purpose or purposes for which such meeting is summoned. With the consent of all the Directors entitled to receive notice of a meeting, or to attend or vote at any such meeting, a meeting of the Board may be convened by shorter notice than spacified in this Article. Any Director may waive notice of the time, place and purpose of any meeting of Directors either before, at or after such meeting.

## QUORUM OF DIRECTORS' MEETINGS AND POWERS:

A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the Articles vested in or exercisable by the Board generally. Two Directors for the time being personally present shall constitute a quorum.

## AS TO PRESIDING AT DIRECTORS MEETING:

The Chairman shall, whenever present, preside as Chairman at each meeting of the Board, but if at any meeting the Chairman is present and not willing to act or is absent beyond ten minutes after the time fixed for holding the same, the Directors present shall within fifteen minutes of the time fixed for the meeting choose one of their members to be

### WHEN ACTS OF MEETINGS OF THE BOARD OR COMMITTEE VALID NOTWITHSTANDING DEFECTIVE APPOINTMENT ETC

All acts done by any meeting of the Board or of a Committee of Directors, or by any person acting as a Director or alternate Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqalified, be as valid as if every such Director or person had been duly appointed and was qualified to act. Provided that as soon as any such defect has come to notice, the Director or other person concerned shall not exercise the right of his office till the defect has been rectified.

### RESOLUTION BY CIRCULATION:

A resolution in writing signed by a majority of the Directors shall be effective as if such resolution had been passed at a meeting of the Directors.

#### ALTERNATE DIRECTOR

POWER TO APPOINT ALTERNATE DIRECTOR:

Any Director not permanently resident in Pakistan or any Director so resident but intending to be absent from Pakistan for a period of not less than three months may appoint any person acceptable to the Board to be an Alternate Director of the Company to act for him. Every such appointment shall be in writing under the hand of the Director making the appointment. An Alternate Director so appointed shall not be entitled to appoint another Director, but shall otherwise be subject to the provisions of the Articles with regard to Directors, except that he need not be a member nor shall he require any share qualification. An Alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as Director in the absence of such appointer. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer for any reason ceases to be a Director or if and when his appointer comes or returns to Pakistan, or if the appointee is removed from office by notice in writing under the hand of the appointer.

#### COMMITTEE OF DIRECTORS

### COMMITTEE OF DIRECTORS:

83. The Board may from time to time delegate all, or any of their powers not required to be exercised at a meeting of the Board to a committee or committees consisting of two or more Directors as the Board thinks fit. Any committee so formed shall conform to any regulations that may be imposed upon it by the Board and shall be governed, in the exercise of the powers so delegated, by the provisions herein contained for regulating meetings and proceedings applicable to the Directors.

### CHAIRMAN AND MANAGING DIRECTOR/CHIEF EXECUTIVE

### APPOINTMENT OF CHAIRMAN:

84. Upon the first appointment, and thereafter upon each election of Directors, the Directors shall (i) appoint as the Chairman of the Board a Director and (ii) determine the period for which he is to hold office.

### APPOINTMENT OF MANAGING DIRECTOR/CHIEF EXECUTIVE:

- 85. (i) The Board shall within fifteen days of the incorporation of the Company appoint an individual (including a Director) as the Chief Executive of the Company designated as the Managing Director. The first Managing Director shall hold office until the first Annual General Meeting of the Company (unless he earlier resigns or otherwise ceases to hold office) or until the expiry of a shorter period if the Board had fixed a shorter period for this appointment. If the Managing Director ceases to hold office before the first Annual General Meeting, the Board shall fill the vacancy within fourteen days, but the person appointed to fill the vacancy shall hold office only till the first Annual General Meeting.
  - (ii) Within fourteen (14) days from the date of an election of Directors under Article 64 or within fourteen (14 days from the date on which office of the Managing Director falls vacant for whatsoever reason, the Board shall appoint any person (including an elected Director) to be the Chief Executive of the Company designated as Managing Director, but such appointment shall not be for a period exceeding three (3) years from the date of appointment.

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- (iii) Upon the expiry of his term of appointment under clauses (1) and (ii) above a Managing Director shall be eligible for re-appointment.
- (iv) The Managing Director shall, if he is not already a Director of the Company, be deemed to be its Director and be entitled to all the rights and privileges and subject to all the liabilities of the office of Director of the Company.
- (v) The Directors of the Company by a resolution passed by not less than threefourths of the total number of Directors for the time being, or the Company by special resolution, may remove a Managing Director before the expiration of his term of office notwithstanding any thing contained (if any) in these Articles or in any agreement between the Company and the Managing Director.
- (vi) The terms and conditions of appointment of the Managing Director shall be determined by the Board, provided that so long as is so required by the Controller of Capital Issues the remuneration of the Managing Director shall require determination (approval by the Members in General Meeting).

## POWERS OF MANAGING DIRECTOR:

The Managing Director shall have overall authority over and responsibility for the management of the affairs of the Company and the conduct, and the custody and maintegance of its properties, assets, records and accounts in accordance with the policies and

In addition, the Board may entrust to and confer upon a Managing Director any of the powers exercisable by the Board other than the powers which are required to be compulsorily exercised under the Ordinance by the Board at its meeting upon such terms and 3 58 conditions and with such restrictions as it may think fit, and may from time to time revoke,

Sub-Registrar-II Saddar fown Karachi

## DISQUALIFICATION OF DIRECTORS

## VACATION OF OFFICE OF DIRECTORS:

- The office of a Director shall ipso facto be vacated if:
- he becomes ineligible to be appointed a Director on any one or more of the grounds enumerated as follows, that is to say, he:
  - (i) is minor,
  - (ii) is of unsound mind;
  - (iii) has applied to be adjudicated as an insolvent and his application is pending;
  - (iv) is an undischarged insolvent;
  - (v) has been convicted by a court of law for an offence involving moral tur-
  - (vi) has been debarred from holding such office under any provision of Ordi-
  - (vii) has betrayed lack of fiduciary behaviour and a declaration to this effect has been made by the Court under Section 217 at any time during the preceding
  - (viii) is not a member:

Provided that this clause (vili) shall not apply in the case of

- (i) a person representing the Government or an institution or authority which is a member;
- (ii) a whole-time Director who is an employee of the Company:
- (iii) a chief executive; or
- (iv) a person representing a creditor.

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- (b) he absents himself from three consecutive meetings of the Directors or from all the meetings of the Directors for a continuous period of three months, whichever is the longer, without leave of absence from the Directors;
- (c) he or any firm of which he is a partner or any private company of which he is a director:
  - (i) without sanction of the Company in General Meeting accepts or holds any office of profit under the Company other than that of chief executive or a legal or technical adviser or a banker; or
  - (ii) accepts a loan or guarantee from the Company in contravention 195 (if applicable in terms of that section);
- (d) he resigns his office by notice in writing to the Company;
- (e) he, being a Director who is an employee of the Company, ceases to be an employee of the Company for whatsoever reason.
- (f) he does not hold or ceases to hold the share qualification, if any, necessary for his appointment.

The appointment of an alternate Director will constitute leave of absence from the Board to the Director for whom such alternate is appointed during such Director's absence.

THE SEAL

### CUSTODY OF SEAL:

88. The Board shall provide a Common Seal for the purposes of the Company and for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Board or a Committee of Directors previously given, and one Director at least shall sign (in the same manner as provided for in Article 13) every instrument to which the Seal is affixed; provided, nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching any authority to issue the same. The Board shall also have power to destroy the Seal and substitute a new Seal thereof, if necessary.

### **DIVIDENDS AND RESERVES**

# DECLARATION OF DIVIDENDS AND RESTRICTIONS ON AMOUNT THEREOF:

89. The Company in General Meeting may declare dividends, but no dividends shall exceed the amount recommended by the Board.

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#### INTERIM DIVIDEND:

50. The Board may from time to time pay to the members such interim dividends as appear to be justified by the profit of the Company.

#### DIVIDEND OUT OF PROFITS ONLY:

91. No dividends shall be paid otherwise than out of profits of the year, or any other undistributed profits from prior years.

#### DISTRIBUTION OF DIVIDENDS:

92. Subject to the rights of any persons entitled to shares with special rights as to dividends, the profits distributed as dividends shall be distributed among the shareholders with the share shall be declared and paid according to the amounts paid on the shares. If any share is issued on the terms that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

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#### POWER OF BOARD TO CREATE RESERVE:

The Board may before recommending any dividend, set aside out of the profits of the Company such sum as it thinks proper as a reserve or reserves, which shall, at the discretion, of the Board, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, in the like discretion, either be employed in the business of the Company or be invested in such investments, (other than shares of the Company), as the Board may from time to time think fit.

#### RECEIPTS FOR DIVIDENDS BY JOINT HOLDERS:

94. If several persons are registered as joint holders of any share, any one of them may pre-effectual receipts for any dividends payable on the share.

#### NO INTEREST ON DIVIDENDS:

95. No dividend shall bear interest against the Company. The Dividend shall be paid within the period laid down in the Ordinance.

#### PAYMENT BY POST:

- 96. (a) Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or in the case of joint holders to any one of such joint holders at his registered address, or to such person and at such address as the member or person entitled or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, or to order of such other person as the member or person entitled or such joint holders, as the case may be, may direct.
  - (b) Unclaimed dividends may be invested or otherwise used by Board for the benefit of the Company until claimed.

### **CARRYING FORWARD OF PROFITS:**

97. The Directors may carry forward any profits which they may think prudent not to distribute without setting them aside as a reserve.

#### CAPITALISATION

#### **CAPITALISATION OF RESERVES:**

98. Any General Meeting may, upon recommendation of the Board, by ordinary resolution resolve that any undistributed profits of the Company (including profits carried and standing to the credit of any reserves or reserves or other special accounts or representing premiums received on the issue of shares and standing to the credit of the share premium account and capital reserves arising from realised or unrealised appreciation of the assets of goodwill of the Company or from any acquisition/sale of interests in other undertakings) be capitalised. Such capitalised undistributed profits and reserves shall be distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend, and in the same proportions, on the footing that they become entitled thereto as capital. All or any part of such capitalised fund may be applied on behalf of such shareholders for payment in full or in part either at par or at such premium as the resolution may provide, for any unissued shares or debentures of the Company which shall be distributed accordingly, and such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalised sum.

ACCOUNTS

#### **BOOKS OF ACCOUNT TO BE KEPT:**

99. The Board shall cause to be kept proper books ghacdount as required under the Ordinance.

#### WHERE TO BE KEPT:

100. The books of account shall be kept at the office or at such other place as the Board shall think fit and shall be open to inspection by the Directors during business hours.

#### INSPECTION BY MEMBERS:

101. The Board shall from time to time determine whether and to what extend and at what time and places and under what conditions or regulations the accounts and books or papers of the Company or any of them shall be open to inspection of members, and no members (not being a Director) shall have any right of inspecting any account and books or papers of the Company except as conferred by law or authorised by the Board or by Special Resolution.

### PROFIT AND LOSS ACCOUNT AND BALANCE SHEET:

102. Within eighteen months of the incorporation of the Company, and subsequently once at least in every calendar year, the Directors shall cause to be prepared and lay before the Company in General Meeting a balance sheet and profit and loss account, both made up in accordance with the Ordinance and to a date not more than six months before the date of the Meeting for the period, in the case of first balance sheet and profit and loss account, since the incorporation of the Company, and in case of any subsequent balance sheet and profit and loss account, since the preceding account. Every such balance sheet shall be accompanied by an Auditor's report and the Directors' report in accordance with the provisions of the Ordinance in that behalf.

### COMPLIANCE WITH ORDINANCE:

103. The Directors shall in all respects comply with Section 230 to 236 in regard to accounts of the Company.

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### COPIES OF DIRECTORS' REPORT AND BALANCE SHEET TO BE SENT TO MEMBERS:

A copy of the Balance Sheet and Profit and Loss Account together with a copy of the Auditors' report and Directors' report shall be sent to all members along with the notice convening the General Meeting before which the same are required to be laid at least twenty-one days preceding the Meeting.

#### AUDIT

### APPOINTMENT OF AUDITORS AND THEIR DUTIES:

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Auditors shall be appointed and their duties regulated in accordance with Sear-II acida Fown, Karachi tions 252 to 255.

### NOTICES

## HOW NOTICE TO BE SERVED ON MEMBERS

106. (1) A notice may be given by the Company to any member or Director either personally or by sending it by post to him at his registered address or, (if he has no registered address in Pakistan); to the address, if any, within or outside Pakistan supplied by him to the Company for the giving of notices to him. A notice may be given by telex or facsimile transmission.

### SERVICE BY POST

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

### NOTICE TO MEMBERS ABROAD BY ADVERTISING IN NEWSPAPERS:

If a member or Director has no registered address in Pakistan and has supplied to the Company an address within or outside Pakistan for the giving of notice him, a notice addressed to him or to the shareholders generally and advertised in a ne paper circulating in the Province in which the Office is situated shall be deemed to be duly given to him on the day on which the advertisement apppears.

### NOTICE TO JOINT HOLDER:

A notice may be given by the Company to the joint-holder of a share by giving the notice to the Joint-holder named first in the Register in respect of the share.

## NOTICE TO PERSONS ENTITLED BY TRANSMISSION:

A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or assignee of the insolvent, or by any like description, at the address, (if any) in Pakistan supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.

21

### NOTICE OF GENERAL MEETING:

Notice of every General Meeting shall be given in some manner hereinbefor thorised to (a) every member of the Company except those members who, having r gistered address within Pakistan, have not supplied to the Company an address with outside Pakistan for the giving of notices to them and also to (b) every person entitle a share in consequence of the death or insolvency of a member, who but for his deat insolvency would be entitled to receive notice of the meeting, and (c) to the auditor the Company for the time being.

### NO SHAREHOLDERS TO ENTER THE PREMISES OF THE COMPANY WITHOUT PERMISSION:

No member or other person (not being a Director) shall be entitled to enter the property of the Company, or to inspect or examine the Company's premises or properties of the Company, without permission of the Board or the Chairman, or Managing Director and to require disclosure of any information respecting any detail of the Company's trad ing, or any matter which is or may be in the nature of a trade secret, mystery of trade of secret to/of the conduct of the business of the Company and which in the opinion of the Board or the Managing Director will be inexpedient in the interest of the members to communicate.

SECRECY:

Sub-Registrar-II

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Its Sub-Registrar-II

Sub-Registrar-II the business of the Company shall, if so required by the Board before entering upon hi duties, sign a declaration in the form approved by the Board pledging himself to pusery strict secrecy representing all transactions of the Company without the custometr and the state of accounts with individuals and in matters relating thereto, and sharply declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board, or by say General Meeting, or by a court of law, and except so far as may be necessary in order to comply with any provisions in these presents contained.

### WINDING UP

### DISTRIBUTIONS OF ASSETS ON WINDING UP:

- 113. (i) If the Company shall be wound up, (whether voluntarily or otherwise) the Liquidators may, with the sanction of a Special Resolution and any other sanction required by the Ordinance, divide amongst the members in specie or kind, the whole or any part of the assets of the Company, whether they consist of property of same kind or not.
  - For purpose aforesaid, the liquidator may set such value as he deems fair upon (11) any property to be divided as aforesald and may determine how such division shall be carried out as between the members or different classes of members.
  - The liquidator may, with the like sanction, rest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the (iii) liquidator, with the like senction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Every Director, Managing Director, Chairman, Manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor or Adviser, shall be indemnified out of the funds of the Company against any liability incurred by him as such Director, Managing Director, Chairman, Manager, Officer, kuditor, or Adviser in defending any proceedings, whether civil or criminal, in which sudgment is given in connection with any application under Section 488 of the Ordinance in which relief is granted to him by Court.

### INDIVIDUAL RESPONSIBILITY OF DIRECTORS:

No Director, Managing Director, Chairman or other officer of the Company will be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Director, Managing Director, Chairman, or other officer for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any money, securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the person of duties of his office or in relation thereto, unless the same happens and the his own wilful act, neglect, default or dishonesty.

R. No. 308 Sub-Registrar-II

CERTIFIED THUE COPY

We, the several persons, whose names and addresses are subscribed below, are de of being formed into a company in pursuance of the Articles of Association and we a spectively agree to take the number of shares in capital of the Company set opposite of respective names.

2	Name and Surname (present & former) (In Block Letters)	Father's/Husband's Name in full.	Nationality with any former Nationality.	Occupation	Residential address in full.	Number of shares taken by each subscriber	Sign
	· ·		2190	38	THE PERSON NAMED IN		
< 1	Mr. S.M. Saleem	Asiam (Late)	Pakistani Indus	Sh	Modern Housing So sheed-e-Millat Rd. rachi	Ciety	7
2	Mr Mohammad Bashir Jan Mohammad	Jan Mohammed Dawood		Da So	tool Fatima, 18/3, rul Aman, Housing ciety, Off, Shaheed- llat Rd. Kyc		-
3.	Sheikh Mohammed Yaseen	Sheikh Mukhtar Ahmed	<i></i>	O 3-F	Race Course Road, salabad.	One	1
4	Mr. Alamgir Elahi		الم الم	O 11-	B. Bridge Colony, nore.	One	-
16	Mr. Shahzad Ahmed Mr. Tariq Rafi	Nisar Ahmed Sheikh	1.57	Jul Jul	-KMC, Housing Soci stice Inamulian Rd, K	ety. Cyc. One	-9
	2/2	Mohammed Rafi		- 34-	H, Block 8, Karachi.	One	
67.	Mr. Tariq Saigal	Main Sayoed Saigel			Lawrence Rd, Lahor	e One	-8
-	Mr. S.M. Muneer	Sheikh Mohammad Din,	Indus		Al-Hamra Society, rachi.	One	-8
4.	Mohammad / Abdullah	(Late) Haji Jamaluddin	40.00	- Kar	1, KDA Scheme No. 1 achi,	One	-8
10.	Mr. Zahid - Haleem	Mohammed Haleem Shaikh.	Stude	nt 8 85-1	B, Model Town, Laho	re. One	-S
11.	Mr. Husain Lawai SADD	Haji Moosa	" Banke	Sch	05 A/1, KDA neme NS-A.	One	-5
EGIST	Mr. Abdul Razak Haji Adam	Haji Adam	\$1.T	Sub-Re	acht S arAdamiag Nager, gist kafachi wn, Karachi	One	-8
Total number of shares to					ken		
	tedithe tness to above s		of Jan		1992		147
-	Full Name, Fath	er's/Husband's	Name)	Sign	nature	Full address	
	(in Block Lett	031-0/42/		Occ	upation /		
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	Perm	y Registrar of C			CERTIFIED	TRUESO	i



### MCB FINANCIAL SERVICES LIMITED

[FORMERLY MUSLIM COMMERCIAL FINANCIAL SERVICES LIMITED]

Chief Inspector of Stamp, Board of Revenue, Sindh. November 25, 2009

RE: DECLARATION OF VALUE OF TRUST DEED OF UBL ISLAMIC RETIREMENT SAVINGS FUND (UIRSF) EXECUTED ON 17-11-2009 BETWEEN UBL FUND MANAGERS LIMITED AND MCB FINANCIAL SERVICES LIMITED formerly MUSLIM COMMERCIAL FINANCIAL SERVICES LIMITED

Dear Sir,

With reference to the aforementioned trust deed, we declare that the aforesaid trust deed has valued a sum of Rs. 5000/- (Rupees Five Thousand Only) for the purpose of stamp duty. The requisite stamp duty a sum of Rs. 500/- (Rupees Five Hundred Only) has already been affixed with the said trust deed.

It is, therefore, requested that kindly clear the above said trust deed, after the above said declaration.

Yours faithfully,

For and on behalf of MCB Financial Services Limited formerly Muslim Commercial Financial Services Limited

(1) Mr. Khawaja Anwer Hussain

SEAL

(2) Mr. Faisal Ameen



# MCB FINANCIAL SERVICES LIMITED

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