Registration No# KAR/ST/058/2023

Date: 23/10/2023

## DIRECTORATE OF INDUSTRIES & COMMERCE SINDH (KARACHI) TRUST REGISTRATION CERTIFICATE

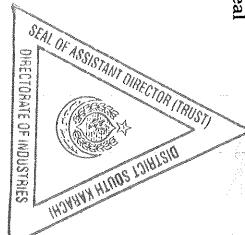


hereby certify that <u>UBL</u> FIXED RETURN FUND-IV (UFRF-IV)

Block B, S.M.C.H.S, Main Shahrah-e-Faisal, Karachi and its company name UBL Fund its trustee Central Depository Company Of Pakistan Limited, situated at CDC House, 99-B, Karachi, has this day been duly registered under Section 16 of the Sindh Trust Act, 2020 Limited situated at 04th Floor, STSM Building, Beaumont Road, Civil Lines,

Given under my hand and seal at, KARACHI, this 23rd day of October 2023.

Seal



ASSISTANT DIRECTOR (TRUST)
DIRECTORATE OF INDUSTRIES & COMMERCE GOVERNMENT OF SINDH, KARACHI (FAREED AHMED)

Fee Rs 10,500/

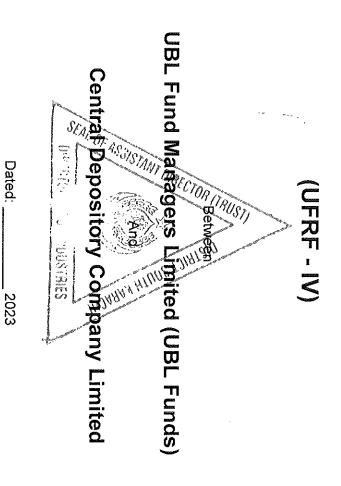
NOTE: **NOTE:** It is informed that in case of any amendment in a Trust by Trustee which shall also be registered under section 16-A (3) of the Sindh Trust (Amendment) Act 2021.

## TRUST DEED

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# **UBL Fixed Return Fund - IV**

An Open Ended Fixed Return Scheme

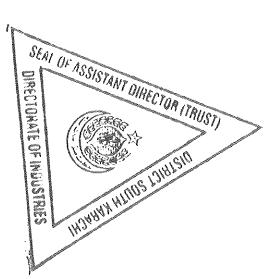


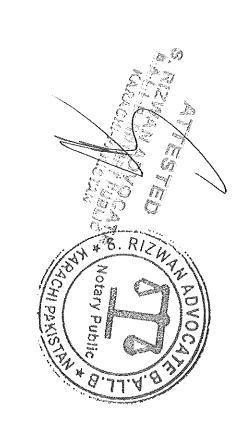


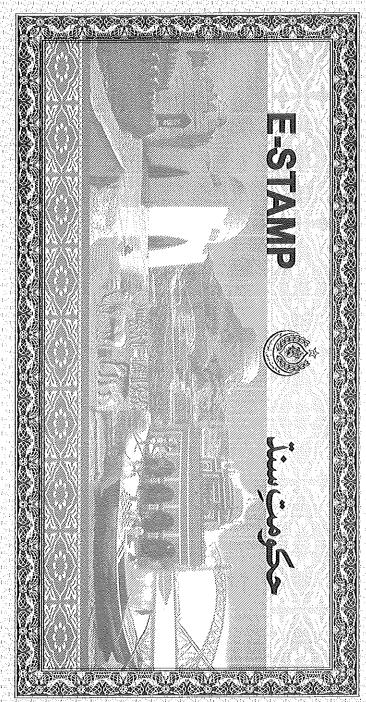
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## NBP-0055-2308230002892767

## GoS-KHI-1470052D5DE27450

#### Non-Judicial

Transferor Applicant

Stamp Duty Paid by Paid Through Challan

Amount in Words

Rs 2,000/-

UBL Fund Managers Limited [14561506]
UBL Fund Managers Limited [14561506]
Syed Ali Afzal Shah [42101-7420761-1]

UBL Fund Managers Limited [14561506] 23-Aug-2023, 09:34:17 AM

2023CC51B3E9D282

Two Thousand Rupees Only

Neg stration O No KAR *[\ilde{\chi}* 

#### TRUST DEED

This TRUST DEED is entered into at Karachi, on this day of

2023.

Name of the So

**UBL Fixed Retu** 

a) Category; Exed Return Scheme

Category,

of the Scheme ்

(d) In the

᠑ Type: Open STAGOTORATE OF INDUSTRIES

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O Benchmark: Disclosed in the Offering Document

#### ω Structure of the Scheme:

- maturity or perpetual (subject to approval of SECP) investing in the investable avenues as defined in the Offering Document of the Fund.

  The number of such plans at any point in time shall not exceed the limit specified by the The Fund shall offer various fixed rate/return Allocation Plans based on their structure of fixed
- Commission.









- **≡**i The Management Company may, with the prior approval of the Commission, introduce, new
- Ξ. Allocation Plans through supplement to the Offering Document egistration KAR/S7/658/2622 Investors of the Fund may hold different types of units of Allocation Plans and may invest in any one or more of the available Allocation Plans.
- < any one or more of the available Allocation Plans.

  Each Allocation Plan may have one or more unit types and will have separate. WAYs which will rank pari passu inter se according to the number of Units of the respect. Allocation Plan(s).
- ≤. The minimum size of the Scheme shall be of such amount as specified in the Regulations. The Scheme/ Plans shall make investments in such a manner that the original amount of
- **≦**: investment is protected at maturity whilst having the potential to yield positive fixed rate

## 4 Participating Parties and Constitution of the Trust

:expression where the context so permits shall include its successors in interest and assigns) UBL FUND MANAGERS LIMITED (UBL FUNDS), a company incorporated under the Companies Act, 2017 with its registered office at 4th Floor, STSM Building, Beaumont Road, Civil Lines Karachi, Pakistan (hereinafter called the "Management Company" which FUNDS), under

#### AND

= CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED, incorporated in Pakistan under the Companies Act, 2017, having its registered office at CDC House, 99-B, Block 'B' S.M.C.H.S., Main Shahra-e-Faisal, Karachi (hereinafter called the "Trustee", which expression, where the context so permits, shall include its successors-ininterest and assigns) of the other part. a public limited

#### WITNESSETH:

- ≯ Commission of Pakistan (hereinafter referred to as the "SECP") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall SECP/LRD/LD/01/AMC/UBLFML/202 include any amendments thereto and substitutions thereof) for the purpose of undertaking The Management Company has management and investment been licensed by dated advisory August services "SECP") as an Asset Management the Securities under License
- Φ SECP/LRD/LD/01/IAS/UBLFMIL/2022 dated August 15, 2022, attached hereto as Annexure "A". The Management Company has been authorized by the SECP vide its letter bearing reference No SCD/AMCW/UFRF-IV/2023 attached herewith as Annexure "B" to constitute the Trust under the name and title of "UBL Fixed Return Fund - IV" (hereinafter referred to as "UFRF - IV" or "the Scheme" or "the Trust" or "the Trust" or "the Fund") and to the stablishment and operation of the stablishment and operation of the Scheme with the provisions of the Rules and Regulations and this Trust Deed. and Regulations and∕this
- ဂ The Management Company Has hominated and appointed CDC as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure "C" attached herewith;
- O The CDC has also provide the consent to act as Trustee and on draft Trust Deed to bearing reference no. CDC/T&C-S II/DH/0232/2023 dated August 16, 2023 and CDS T&C II/DH/0237/2023 dated August 22, 2023 attached herewith as Annexities D
- Ш ertificate of registration bearing reference no .....(...... TACHI PAKISTAN No.

### Ċ Governing Law and Jurisdiction

5.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, Ordinance, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and regulations as amended or replaced from time to time. Where any Rules or Regulations are amended, any directives are issued or any relaxation or including the

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Deed without requiring any modification unless specifically required by the SECP, in the event of any conflict between this Trust Deed and the provisions of the Rules Regulations, directives, circulars, the latter shall supersede and prevail over the provisions contained in provisions required to be contained in a trust deed pursuant to such amendments, directive, relaxation or exemption shall be deemed to have been inacorporated in 100 fulls. exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the Trust Deed 223

5.2 Subject to the Clause 24 hereafter, applicable between the Managerage Company and the jurisdiction of the Courts at Karachi. Trustee inter se, each party, including the Unit Holder(s), irrevocably submit to the exclusive

#### က **Declaration of Trust**

- 6.1 Subject to the amount received from Pre IPO Investors, which shall be possessed by the amount till the end of IPO Period. Trustee in the capacity of custodian, shall be the right of those investors invested such
- 6.2 It is hereby irrevocably and unconditionally declared that:
- assets belong to the Allocation Plans shall represent the Trust Property of this Scheme. distinct investment avenues and segregated assets class from other Plans. Collectively all Allocation Plans as specified in the Offering Document. Each allocation Plan shall have shall be constituted in the form of Trust Scheme that shall offer multiple
- ੲ pari passu inter se, according to the number of Units of an Allocation Plan(s) held by each The Trustee shall hold and stand possessed the Trust Property that may from time to time hereafter be vested in the Trustee upon trust for the benefit of the Unit Holder(s) ranking Unit Holder(s).
- O The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Documents, the Rules, the Regulations and the conditions (if any) which may be imposed by the SECP from time to time; and
- 9 The Management Company shall establish, manage, operate and administer the Plan(s) under the Fund in accordance with the Rules Regulations, any directive the matter this Deed and the Offenia Documentas amended from time to time. manage, operate and administer the Allocation are Rules Regulations, any directive or circular on

7.1 Deed Binding on Each Unit Holder

The terms and conditions of this Trust Deed as amended as per the term of Clause 22 of this Deed, from time to time shall be binding on each Unit Holder as if the Unit Holder had been party to it and shall be bound by its provisions and shall be deemed to have authorized and required the Trustee and the Management Company to do as required of them by the terms of

# 7.2 Unit Holder(s) Not Liable to Make Further Payments

required and the Regulations.

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

No Unit Holder(s) shall be liable to make any further contributions to the Allocation Plants after he has paid the purchase price of the Units as specified in the Oriening Decument are no further liability shall be imposed on any Unit Holder(s) in respect of the Units likeliuby; him to the Units likeliuby; 

## 7.3 Units to Rank Pari Passu

All Units and fractions thereof represent an undivided share in the Allocation Plans and shall rank pari passu according to the number of Units held by each Unit Holder of respective allocation plan, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the allocation plan proportionate to the Units and fractions held by such Unit Holder in respective plan and shall have such rights as are set out in this Deed and the Offering Doqumen 1827 P3317

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## 7.4 Trustee Report to Unit Holders

circulars and guidelines issued by the Commission. The Trustee shall report to the Unit Holders in accordance with the Regulation Roll Scrives &

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### ω Role of the Management Company

- <u>~</u> ∞ The Management Company shall manage, operate and administer the Scheme and Allocation Plan(s) in accordance with the Rules, Regulations directives, circulars and guidelines is sued by SECP and this Deed and the Offering Document.
- $\infty$ and the Regulations any directives, circulars and guidelines issued by SECP and this Deed thereto; provided that such procedures are not inconsistent with the provisions of the Rules procedures for conducting the business of the Trust or in respect of any other matter incidental The Management Company may from time to time, with the consent of the Trustee, frame
- $\infty$ ω The Management Company shall be responsible to facilitate investments and disinvestments by investors in the Scheme/ Allocation Plan(s) and to make adequate arrangements for receiving and processing applications in this regard.
- $\infty$ 4 The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s). Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions
- . Ω the management fee received), from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by AMC shall be made available at all times on the website of the AMC. The Management Company may at its own responsibility and costs (to be borne either from
- <u>ထ</u> တ as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed and the Offering Document, the Management Company shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of tank or any matter or thing done or suffered or omitted to expressly assumed by it under the Rules, Regulations, this Deed and the Offering Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions The Management Company shall not be under any liability except such liability as may be brany matter or thing done or suffered
- 8.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the wangement company. Any change in such authorized persons shall promptly be notified to the Trustee.
- $\infty$ ထ် The Management Compagy shall from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement]
- $\infty$ ဖ income and other forms of income The Management Company shall provide the Trustee with regular or inflows, relating to the inves Mada  $RI_{2}$ r reports indicating ments that are terest
- the Trust Property or any part thereof at the cost of the Fund Fund The CHIPANIS 11 The Management Company shall designate and disclose the location of its official points for 8.10The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trust Per Holders and suit, proceeding, arbitration or inquiry or any corporate or shareholders, action in lespect of the Trust Property or any part thereof at the cost of the Fund.
- Document of the Scheme and on its website. acceptance of applications for issuance, redemption, conversion, etc of Units in the Offering
- $\infty$ acknowledgement of the said applications The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, have appropriate date conversion, etc a etc of units of the stamping mechanism Allocation Plan(s) und

TESTOCO CONTRIBUTED IN THE PROPERTY OF THE PRO

FUNDS

8.13The Management Company shall announce the Net Asset Value (NAV) of the Allocation Plan(s) under the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and the property lightly Sites in SECP from time to time and shall disclose such time period and the content of the state o 23 9 1223

Date ...

#### ဖ Role of the Trustee

9 there under, this Deed and the Offering Document. The trustee shall perform its role as specified in the Rules,

Regulation and directives issued vernment of Singh

9.2 change in such authorized persons shall be promptly notified to the Management Company. The Trustee shall nominate one or more of its officers to act as authorized persons performing the Trustee's functions and for interacting with the Management Company. Any

- ဖြ as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian. replace from time to time one or more bank(s) and/or other depository company(ies) etc. to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms The Trustee shall under prior intimation to the Management Company appoint, remove or
- 9 4 nominees or agents negligence or any reckless act or omission of the Trustee or any of its directors, officers delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross The Trustee shall be responsible for the acts and omissions of all persons to whom it may
- 9.5 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this given by the Management Company, the Trustee may accept as sufficient evidence thereof: Deed, any instruction, certificate, notice, direction or other communication is required to be Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust
- a a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and any Instructions received online through the solution adopted by the Management Company/Trustee in consultation with each of the shall be deemed to be instructions from the authorized representative(s).

  The Trustee shall not be liable for any less caused to the Fund or to the value of the Trust Property due to any elements or circumstances on Farce Majeure.
- ₫
- 9.6
- 9.7 In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to teplace the lost investment forthwith with similar investment of the same class and issue together with all rights, and privileges pertaining thereto or compensate the Trust to the extent of such loss.

However the trustee shall not be under any liability thereof or thereby, any liability by reason of any error of law or any matter of thing done or a be done in good faith hereunder. be done in good faith hereunder. r suffered on on 20100 ncur Ö

ထ ω The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from me to time in respect of the Trust Property and all other matters relating to the Trust The Trustee shall, if requested by Management Company or if it considers necessary for the

ဖ ώ. 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 pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and leads through the Trustee's authorized director(s) and protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend

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avoidance of doubt it is clarified that notwithstanding anything contained in the Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders action or otherwise howsoever and (save as herein otherwise provided) all such losses, defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that two such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Deed or the Rufes and Regularians. For the officer(s). All costs, charges and expenses (including legal fees) incurred in instituting claims, damages and other liabilities shall be borne by the Trust. 잌

- 9.10The Trustee any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation to any custody of the Trust Property forming part of the Deposited Property. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done under any liability thereof or thereby and it shall not incur any liability by reason of any erroof law or any matter or thing done or suffered or omitted to be done in good faith hereunder. by it under the Rules and Regulations and this Trust Deed nor shall the Trustee be liable for shall not be under any liability except such liability as may be expressly assumed
- 9.11The Trustee shall promptly forward to the Management Company within one Business Day any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock exchange or any other exchange.

#### 5 **Trust Property**

The aggregate proceeds of all Units issued from time to time by each of the Allocation Plan(s) after deducting Duties and Charges, Transactions Costs, shall constitute part of the Trust Property under Allocation Plan(s) and includes the Investment and all income, profit and other benefit of the Unit Holder(s) pursuant benefits arising therefrom and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the

However any profit earned on the become part of the Trust Property. to this Deed but does not include any amount payable to the Unit Holders as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall angoun)

- 10.2
- 10.4 The income earned on the investments of Pre-IPO Period Investors up to the start of IPO may be paid to such investors either its cash or some additional units for an amount equal to the income earned, as selected by such investors.

  Bank accounts for the Fund start always been the name of the Trustee.

  The Trust Property of each Allocation Plants) shall initially be constituted out of the proceeds received from investors that he end of IPO Period after deducting any applicable Duties and Charges, Transactions Casts the reference in INDUSTRIES.
- 5 Ġ All expenses incurred by the Trustee in effecting the pegisterable Investments in its name shall payable out of the Trust Property.
- 10.6 Except as specifically provided in Trust Deed, the Trust Property Shall always he kept as separate property free from any mortgages, charges, liers of any other encumbrances whatsoever and the Trustee or the Custodian shall not, except or the purpose of the Scheme as directed by the Management Company, preate or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure apy, loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Justee or the Custodian or any other person.
- 10.7The Trustee shall take the Trust property of the Scheme into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holders in Pagnilations applicable law and this Deed. The Trust all the Allocation Plans collectively shall constitute the Trust Property of the Scheme. The Trust Property of each Allocation Plan shall always be kept as a separate property and shall not be accordance with the provisions of the Regulations, applicable law and this Deed. The Trust Property of Allocation Plan shall be held separately by the Trustee and the Trust Property of applied to make a loan or advance except in connection with the normal Property of Allocation Plan shall be held separately by the business of the Plan

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### 그 Voting Rights on Trust Property

- <u>그</u> 그 All rights of voting attached to any Trust Property shall be exerciseable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.

  The Trustee shall moon written required to the Trustee of the Unit Holders shall moon written required to the Trustee shall moon written required to the Unit Holders shall make the Unit Holders shall make
- 11.2 Trust Property, from time to time execute and deliver or cau<del>se to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any investment in such</del> The Trustee shall upon written request by the Management Company and but account of the form and in favor of such persons as the Management Company may require in writing
- <u>သ</u> ယ 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. The Management Company shall keep record stating the reasons for casting the vote in favor or against any The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include resolution for a period of six years

## 컹 Investment of Trust Property and Exposure Limits

#### 12.1 Investment Objective

specified in the Offering Document Holders through its Allocation Plans subject to the condition of holding period as Investment Objective of UBL Fixed Return Fund - IV is to provide Fixed Return to its Unit

#### 12.2 Investment Policy

- <u>a</u> directives issued by SECP and shall be specified in the Offering Document. The Investment Policy of the Fund shall be in accordance with the Rules, Regulations and
- <u></u> The Allocation Plan(s) under this Scheme shall invest directly in the approved investable
- 0
- 9
- <u>o</u> avenues specified under investment policy of the respective Allocation Plan(s) and shall be disclosed in the Offering Document of the Allocation Plan shall have different maturity periods as specified in the Offering Document. The management company may extend the initial maturity period with prior consent of the Unit Holders.

  The Management Company may offer any persetual life allocation plan, subject to that such plan fulfill all conditions specified in the Sacular Directive given by the Commission.

  The Management Company may provide additional Allocation Plan(s) with prior approval of the Commission, and may appounce the same by Supplementary Offering Documents without the need to alter this Deeds the need to alter this Deeds

## 12.3 Investment and Exposure Limits It INJUSTRIES

Management Company subject to the provisions of Rules, The Trust Property shall be invested by the Trustee from time issued thereunder and the Offering Documents अंभि दश्चि 0 d by the ctives

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- 12.4 Financing Arrangements / Borrowing Restrictions

  12.4.1 Subject to any statutory requirements for the time being in location to the terms and conditions herein contained, the Management Company may arrange postoward from the one or more allocation plans under the Scheme, with the approval of the Trustee, from to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such borrowing shall not exceed fifteen per cent of the Net Asset of the Scheme at Banks, financial institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The borrowing, however, shall not be resorted the time of borrowing or such other limit as specified by the Commission Banks, financial institutions,
- 12.4.2The charges against financings on account of the payable to any bank, non-banking finance companies or financial institution cings on account Allocation Plan(s) as permissible under Change 12.4.1

Fund FUNDS

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above, shall not be higher than the normal prevailing bank charges or normal market fales?

12.4.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee, or provide security over their own assets for securing finabangs from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of financings.

- 12.4.4For the purposes of securing any borrowing the Trustee may, subject to example the first purposes of the Management Company mortgage, charge of pledge in any manner all or any next of the Trust Branch. all or any part of the Trust Property.
- 12<sub>4</sub> 5Neither the Trustee nor the Management Company shall incur any liability by reason of any faith. Net Asset Value that may result from any financing arrangement made hereunder in good oss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the

### 12.5 **Transactions with Connected Persons**

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

### ಭ Valuation of Property and Pricing

## <del>13</del>.1 Valuation of Assets & Liabilities and Net Asset Value of the of each allocation plan under the Fund

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

### Ŋ Determination of Purchase (Offer) Price

- 13.2.1 During the Initial Public Offering Units of each Allocation Plan(s) will be offered at Initial Price as announced by Management Company and subsequently, if offered as disclosed in the Offering Documents, at the price calculated and announced by the Management Company for every Dealing Day through its website and MUFAP. After the Initial Period, the Offer Price, offered through Public Offering shall be calculated and announced by the Management Company for every Dealing Day through its website and to Mutual Fund Association of Pakistan (MUFAP).

  After the Initial Offer, the Offer Price for the Unit Holder(s) shall be determined, from time to time as specified in the Regulations, directives issued thereunder and the Offering
- 13.2.2 The Management Company ax Offering Documents.

  Determination of Real States
- 겂 Ω different Hungs is classes of Units as specified in the

## Ü Determination of Redentation Reflect OF INDUSTRIES

- 13.3.1 During the Initial Period, the Units shall not be redeemed. Management Company for every Dealing Day as specified in the Regulations; issued there under and the Offering Documents. During the Initial Period, the Units shall not be redeemed. After the Initial Period, Redemption Price of each Allocation Plan(s) shall be ealedlated and announced by Management Company for every Dealing Day as specified in the Regulations, of each Management Company for every Dealing Day as specified in the Regulations. 0 ์ He
- 4 Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

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- 14.1 Dealings in Units and Issuance of Certificates

  14.1 Dealings in Units and Issuance of Certificates

  14.1.1 Issuance, redemption, transfer, pledge/lien of wits and issuance and replacement of certificates shall be carried out in accordance with the requirements of Rules, Regulations and issued there under and the procedures for these shall be specified in the Offering
- 14.1.2 Notwithstanding anything to the contrary contained herein, where the Units are declared as CDS Eligible Securities, all matters concerning issuance, transfer, pledge and redemption of such Units issued in book entry form or deposited in to the CDS shall be the with in accordance with the provisions of the Central Depositories Act, 1997 (XIX of Section 1997) accordance with the provisions of the Central Depositories Act, 1997 (XIX of Section 1997) and 1997 (XIX of Section 1997) and 1997 (XIX of Section 1997) a

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notifications or directions given by the Commission. Depository Company of Pakistan Limited Regulations as amended from time to time Registration No KAR/

## 14.2 2.4 Temporary Change in the Method of Dealing

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

### 14.3 Suspension of Redemption of Units

- 14.3.1 The Redemption of Units of one Allocation Plan or all Allocation Plan(s) may be suspended price so determined in accordance with the Net Asset Value (NAV) of the Allocation Plan(s) The Management Company may announce a suspension of redemption and such a measure shall be taken to protect the interest of the Unit Holder(s) in the event o extraordinary circumstances detrimental to the remaining Unit Holder(s) of the Allocation Plan(s) to redeem Units at a out in reasonable time and if the Management Company is of the view that it would be determining the price of any investment, or when remittance of money can not be carried Holder(s), or a break down in the means of communication normally employed in seriously prejudice the interest of the Scheme and or the allocation plans or of the Unit affairs, which in the opinion of the Management Company, constitutes an emergency as result of which disposal of any investment would not be reasonably practicable or mig during extraordinary circumstances including closure of the money market, capital market, capital market infrastructure institutions and scheduled banks, the existence of a state of practicable or might
- 14.3.2 Redemption requests received on the day of the suspension may be rejected or would be redeemed at the redemption price on the first Dealing Day after the removal of the

#### 14.4 4 Queue System

requests and the fresh requests received on the next Subscription Day still exceeds ten percent (10%) of the Units in issue of such religious IRISA, these shall ence again be treated on first-come-first-served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of such Allocation Plan of the Units then in issue. determine the Redemption Prize to be applied to the redemption requests for Units under the pertinent Allocation Plan based on such action. Where it is not practical to determine the chronological ranking of an requests succentration to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption tequests in excess of ten percent (10%) of the Units of the Allocation Plan(s) in issue will be sarried over the next Business Day. However, if the carried over Allocation Plan(s) in issue, the Management Company may invoke a queue system whereby requests for redemption of the Units of the pertinent Allocation Plan(s) shall be processed on a first come first served basis for any shall proceed to sell adequate assets of the Allocation Plan in issue. The Management Company shall proceed to sell adequate assets of the Allocation Plan(s) and/ or arrange borrowing as it deems fit in the best interest of the Holders and shall In the event redemption requests on any day exceed ten percent (10%) of the Units of the

### 14.5 Suspension of Fresh Issue of Units

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- 14.5.1 The Management Company may, under certain circumstances, suspended of one or more Allocation Plan(s). These circumstances may include the company may are constant to the company may are constant to the company may are constant.
- a) The situation referred in Clause 14.3 or 19 of this Deed.
  b) A situation in which it is not possible to invest the amount received again units of such allocation plans or

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issue of fresh

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- 0 Any other situation in which issuance of fresh units is, in Management interests of the existing/remaining unit holders of such allocation plans n Coorean vis Spirion,
- 14.5.2 Such suspension may however not affect existing subscribers for the issue of bonus units/ or Company shall immediately notify the SECP and Trustee if issuance of Units of the all sources of Units of Unit details of exemptions at the time a suspension of fresh issue is announced. The Management cash dividend as a result of profit distribution The Management Company shall announce the

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plan(s) is suspended and shall also have the fact the Allocation Plan(s) published, immediately following such decision, in the newspapers in which the Fund's prices are normally published.

- 14.5.3 In case of suspension of redemption of units due to extraordinary circumstances the issuance of Units shall also be kept suspended until and unless redemption of Units is resumed.
- A Investment applications received on the day of suspension will not be processed and the amount received shall be returned to the investor. Directorate of maustries Government of Sundh

#### 충 Fees and Charges

## <u>1</u>5 Remuneration of the Management Company and Its Agents

- 15 1 1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued thereunder.
- 15.1.2 The remuneration shall begin to accrue from the close of Initial Period as specified in the Offering Document.
- 15.1 ယ Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month
- 15.1.4 directives issued there under and this Deed to be payable out of Trust Property. Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) or against the In consideration of the foregoing and save as aforesaid the Management Company shall be
- 15.1 Ċ The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Deed.
- 15.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require thirty days prior notice to the unit holders. However, any decrease in remuneration of the Management Company shall not require such notice.

## N Remuneration of Trustee and Its Agents

- 15.2.1 The Trustee shall be entitled to The Trustee shall be entitled to as nonthly renumeration out of the Trust Property determined in accordance with Annexure "C. The renumeration shall begin to accrue from the close of Initial Period.

  Such remuneration shall be paid to be such arrears within thirty (30) Business Days after the end of each calendar months.
- 15.2.2
- 15.2.3 In consideration of the foregoing and save as aforesald the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be part of the Trust Property under the provisions of the Regulations and the Constitutive Documents.
- 15.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company require the approval of the Commission. However, any decrease in remuneration of Trustee shall not require such approval · (3) \* 8 ... of the

15.3.1 All expenses incurred in connection with the incorporation, establishment and Legistration of the Fund (formation cost) as per Regulations, shall be reimbursable by the allocation plan(s) which have been launched within the Fund to the Management Company subject to audit of expenses. The said costs shall be amortized over a period of not less than five years or within maturity date of the plan(s) if the Plan(s) has life of less than five years.

15.3.2 The Formation Cost shall be remainded.

The state of the s THERE Company to the SECP and the

of the Allocation Plan(s) under the scheme is completed Trustee giving their break-up under separate heads, as soon as the distribution of the Units

15.3 ω Formation Cost shall be charged to each allocation plan(s) which shall laurion within the Scheme and shall not exceed such limits as specified in the Regulations of directives issued Registration No. KAR/ST/658, issued

7 7 4. Other Costs and Expenses to be Charged to and Borne by the trust taun Uvis

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thereunder.

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

### <u>သ</u> Determination of Distributable Profits

expenses as are chargeable to the Scheme under these Regulations by way of dividend to the unit holders not less than ninety per cent of the accounting income of the Scheme received or derived from sources other than capital gains as reduced by such The Management Company on behalf of the Scheme shall, for every accounting year, distribute

income calculated in accordance with the requirements of International Accounting Standards (IAS) as are notified under the Companies Act, 2017 the Regulations and the directives issued by the SECP. Wherever the requirements of Regulations or the directives issued by SECP differ with the requirement of IAS the Regulations and the said directives shall prevail Explanation.-For the purpose of this Clause the expression "accounting income" means

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

- 16.2 16.2 Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, Zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before distribution for the relevant Holder.
- 9 ω The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a dividend, which would comprise bonus units/ or cash dividend of the respective allocation plan(s). The bonus units/ or cash dividend would rank pari passu as to their rights in the Net Assets of the pertinent allocation plan(s), earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these
- 16.4 Before making any payment in respect of a Unit, the Trustee or the Management Company may make such deductions as make required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever any issue to the Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

  Change of the Management Company MYARAM HTUT

## 7

- 17.1 The SECP may, either at this The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the time being as may be prescribed by the Regulations, remove the Management company to such manner and on the occurrence of such circumstances as are prescribed under the Regulations
- 17.2 The Commission company for **計** shall appoint another asset management Scheme according to ე ტ provisions of this company as the Tanu Ology management S9 ລາ ດ
- 17.3 Regulations.

  The Management Company may voluntarily retire at any time with the pror written conserve the Commission and at least ninety (90) days prior process to the Commission and at least ninety (90) days prior process. 2
- 17.4 Upon a new management company being appointed the Management Trust to the hew immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The management of the trustee its remuneration up to the effective date of the appointment.
- 17 Ġ Upon its appointment the new management company shall exercise all the powers and enjoy hereunder all the rights and shall be subject ŝ fully as though to all duties and obligations of the new management company had originally management company been a party

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

#### 숧 Change of Trustee

- The Trustee may, subject to the prior approval of the Commission, retire from his office appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of Trust Property of the Scheme by the newly appointed trustee, whichever is later.
- ∞ Ø In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Trust Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.
- ⇔ ယ The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee
- 18.4 Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its
- ∽ Ġ
- 18.6 trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of its removal or retirement.

  The new trustee shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Trustee hereuader as fully as though such new trustee had originally been a party hereto.

  The Management Company from imprediately becase of retirement or removal of Trustee appoint auditors with the consent of the Bank of Pakistan for the audit of financial institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such Auditor
- 18.7 The auditors shall have the scope specified by the Management Company or
- 18.8 The auditors Management Company and the Trustee so appointed shall be other than the existing; of the F ₹
- ∽ <u>ن</u> Management of the audit shall be submitted by the auditors to the warlagement. The audit report for the audit shall be submitted by the auditors to the warlagement. A copy of the report shall be submitted by the auditors to the warlagement. A copy of the report shall be submitted by the auditors to the warlagement. not later than thirty (30) Business Days from their appointment. A be provided to the Commission, the Trustee and the new trustee. whantage munity pany
- 쯩 9 귬 costs of such audit shall be borne by the Fund MOVO PATE

6 Termination, Winding Up, Revocation and Liquidation of the Scheme 

(SGNN)

- 19.1 The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is 2 of the view that the disposal of the Trust Property to meet succepted in the best interests of the remaining Unit Holder(s) and that it would be in the best interest of all the limit Holder(s) that the Trust be wound in Unit Holder(s) that the Trust be wound up.
- 3 N In such an event, the Queue System, if already invoked, shall cease to exist and all Unit Holders shall be paid after selling the assets under their respective Allocation Plan(s) and determining the final Redemption Price being offered under this Scheme.
- 19.3 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations and the Offering Document.
- 19.4 After termination / revocation, liquidation proceeds shall be distributed, among the unit holders the procedures laid down in Regulations proportion to the number of units held by them in each allocation plan, in accordance with

### 20 Liquidation of Allocation Plan(s)

- 20.1 distribute to the Unit Holders pro rata to the number of Units of the Allocation Plan held by them respectively all net cash proceeds derived from the realization of the Trust Property under the respective Allocation Plans after repayment of following expenses: The Trustee on the recommendation of the Management Company shall from time to time
- $\widehat{\boldsymbol{n}}$ Repayment of any financing affected by the Trust of that particular Allocation Plan together with any profit remaining unpaid.
- ठ costs, charges, expenses, claims and demands Retention of such sums as considered or apprehended by the Management Company for all

pertinent Allocation Plan. adjustments in 19.1.a and 19.1.b above. However, if there is any surplus out of the sum so retained by the Trustee, the same shall be distributed pro-rata amongst the Unit holders of the Trustee shall however not be liable if the sale proceeds of the Investments fall short of the

#### 2 Base Currency

## 22

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

  22 Modification of the Trust Deed

  22.1 In case the amendments are proposed in the fundamental attribute of the Constitutive Document of an open end setteme increase in back-end load, the asset management company must give at least thirty days proposed in the Junit Holders about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Load.

  ADDITIONALLY DE MARIETTRANSPIRATE OF MARIETTRAN
- 22.2 The The Trustee and the Management Company acting together shall be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed to the provisions of this Deed to the provisions of this Deed to the provisions and the provisions of this Deed to the provisions and the provisions of this Deed to the provisions and the supplemental Deed to modify, alter or add to the provisions of this Deed to the provisions and the provisions of the provisions and the provisions are the provisions ar
- 22 ω If, at any time, any Clause of this Trust Deed is, or becomes, in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the tegality, validity and enforceability of the remaining Clauses of this Trust Deed, the tregality validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

#### 23

Audit

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The Management Company shall appoint auditor in accordance with the requirements of the Regulations and directions issued thereunder. 3 P

24 Arbitration

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

#### 25 Confidentiality

and the Management Company who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or the Management Company in 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 all transactions of the Trust, its Holders and all matters relating thereto and shall not The Trustee and the Management Company and every director or officer of the Trustee connection with the business of the Trust shall observe strict confidentiality in respect of authority.

### Miscellaneous

- receiving confirmation of receipt of such email or other electronic means and in proving such service, it shall be sufficient to prove that such letter was properly addressed, stamped (if required) and posted/sent by counter The Management Company shall advertise any such notice in a newspaper widely published. Any notice required to be served upon the Holder shall be deemed to have been duly given it sent by post, by courier, email or any other electronic medium or left at his address as appearing in the Register. Any notice so served by post/courier/email or other electronic means shall be deemed to have been served on the day following that on which the letter containing the same is posted/sent/by courier, by email or other electronic means upon
- 26.2 notice in a newspaper widely published.
  Service of a notice or documentary any a
- 26.3 Service of a notice or document any one of several joint Holders shall be deemed effective service on the other joint Holdes.

  Any notice or document serve by postatosy left aftine registered address of a Holder shall notwithstanding that such Holder be there dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as elaining through or under him) in the Units Consequed.
- 26.4 A copy of this Trust Deed and of any Supplemental Deed shall be medical validable for integrate the respective Head Offices of the Trustee and the Management Company at all times of usual business hours and shall be supplied by the Management Company to any operstands application at a charge of Rs.100/- (Rupees One Hundred) per copy of a such ra determined from time to time by the Management Co Apanx S TARACHI PAKISTER Notary Public Such rate

#### 27 **Definitions**

Unless the context requires otherwise the tollowing words or expressions when used in this Trust Deed shall have the meaning respectively assigned to them: NO CONTRACTOR OF THE PARTY OF T

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

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intimated to the Commission.

- 27 'n "Accounting Period" means a period ending on and including an Accounting Date/and commencing (in case of the first such period) on the date of swhich the Trust Property's first paid or transferred to the Trustee and (in any other case) from the hext day of the preceding Accounting Period and (in any other case) from the hexiday of the
- 27.3 "Act" means the Companies Act 2017.
- 27.4 "Allocation Plan(s)" mean(s) approved allocation plan(s) offered under South, Warsen Division Allocation Plan shall invest only in permissible asset classes and/or other instruments as approved by the Commission. Details of the Allocation Plan(s) shall be disclosed in the Offering Document of the Scheme.

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- 27 "Annual Accounting Period" or "Financial Year" means the period commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 27.6 "Asset Management Company" means an asset management company as defined in the Rules and Regulations
- 27.7 . = the consent of the Trustee, as per the Regulations Auditor" means the Auditor of the Trust appointed by the Management Company, with
- œ Management **Branches**" means those branches of Distributors which are allowed by the Company to deal in Units of the Funds managed by the Management
- 27.9 Documents from time to time. Authorized Investments" omnission but does not include restricted means: any investment which may be authorized by the investments as specified ₹. the Offering
- 27.10 "Bank" means institution(s) providing banking services under the Banking Companies Act, 2017, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside
- Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s) "Bank Accounts" means those account(s) opened and maintained for the Trust by the
- 27.12 "Business Day" means any day 9 which scheduled banks and <del>S</del>e
- to the provisions of this Trust Deed. Management Company is open for business in Pakistan.

  27.13 "Certificate" means the definitive certificate acknown registered in the name of the Unit Holder is used at the reconstruction. er issued at the request of the U ne number of Units
  Unit Holder pursuant
- means Thus Deed or such other documents as defined
- 27.15 "Contingent Load" in the Regulations.

  5 "Contingent Load" means Load payable by the Unit Holder on redemption and at actual basis as specified in the Offering Document of the Fund. Any Contingent Load received will form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time contingent load will commensurate with Research form part of the Trust Property Time Contingent Research form part of the Trust Research fo NOVOCAY.
- 27.16 "Custodian" means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee with the consent of the Management Company to hold and protect the Trust Property or any part thereby as custodian on behalf of the Trustee; and shall also include the Trustee itself-utiliprovides custodian on behalf of the Trustee; and shall also include the custodial services for the Fund. M \*
- 27.17 "Cut off Timings" means day time for dealings of the Fund. The Deals of Cut-
- 27.18 "Dealing Day" means that Business Day on which Units will be available for dealing redemption, and conversion etc\_of units redemption, transfer, switching etc.). of the Allocation Plan(s) will be as defined in The cut-off timings for issuapce

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Offering Documents on all Dealing Days. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in a widely circulated newspaper in Pakistan declare any particular business payes.

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not to be a Dealing Day(s).

27.19 "Distribution Account" means the Bank Account (which may be a curred saving or deposit account) maintained separately for each Allocation Plan by the Truste with a Bank as directed by the Management Company in which the amount requirement of the Unit Holder(s) of the pertinent Allocation Plan may be transferred of the income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Allocation Plan Fund from time to time, as shall be transferred to the main account of the Allocation Plan Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).

- 27.20 "Distributor / Distribution Company" ) "Distributor / Distribution Company" means a company/ firm appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function.
- 27.21 "Duties and Charges" means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease of the Trust and charges are payable, but do not include the remuneration payable to the Distribution Company or any commission payable to agents on sales and redemption of Units or any prior to or upon the occasion of the transaction or dealing in respect of which such duties of a Certificate or otherwise which may have become or may be payable in respect of or Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment or in respect of the issue, transfer, cancellation or replacement commission charges or costs which may have been taken into account in ascertaining the
- 27.22 "Exit Charges" means contingent load and any other charges as may be applied by Management Company and defined in the Offering Document of the Fund.
- 27.23 "Financial Institution" carries the same meaning as defined under the Companies Act
- .24 "Formation Cost" means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the of the Scheme, flotation expenses of ∕the
- Scheme, execution and registration of the Constitutive Documents, legal costs, printing, Scheme, execution and registration of the Constitutive Documents, legal costs, printing, scheme circulation and publication of the Offeng Document, announcements describing the Scheme and all other expenses incurred untitable end of the Initial Period.

  27.25 "Force Majeure" means any occurrence of circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Turkey and conditions of this Deed or circumstance or element that carmon prevents after the execution of this Deed and overcome by any party hear of the Deed in whole or any situation where performance is delays the performance, including but not limited to any situation where performance is delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditives such circumstances include but are not impossible without unreasonable expenditives, earthquakes and other acts of God and other limited to floods, fires, droughts, typhnoons, earthquakes and other acts of God and other limited to floods, fires, eroughts, typhnoons, earthquakes and other acts of God and other limited to floods, fires, eroughts, typhnoons, earthquakes and other acts of God and other limited to floods. 27.25 or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riote, to civil commotion, any act or omission of a governmental authority, failure of common of stock exchanges, banks or financial institutions, freezing of ceconomic activities of stock exchanges, banks or financial institutions, freezing of ceconomic activities unavoidable or unpredictable elements beyond reasonable control, such as makes, noted to lice the such as the such other macro-economic factors, etc. financial institutions, freezing direconomic activities etc. **19**. Notary Public closure 8 **₹**

27.26 Fund" or "Scheme" Return Fund-IV or "Trust" or "Unit Trust" or UFRE W means UBL & wed

27.27 "Holder" or "Unit Holder" means the investor by the time being entered in the Register as owner of a Unit including investors jointly so/registered pursuant to the provisions of this Trust Deed. からのの名

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- .28 "Initial Investment" means the amount which is invested by Unit Holder during Subscription period
- 27.29 "Initial Period" means Initial Fund Offer Period

27.30 "Initial Price" means the price per Unit during the Initial Period determined by the... Management Company as mentioned in the Offer Document

Registration No KAR/SJ/058/20

31 "Investment" means any Authorized Investment forming part of the நீர்ந்திர்க்குந்து

- 27.32 "Investment Facilitators/Advisors/Sales Agents" means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents.
- the close of Subscription Period. "Life of Plan" means duration of the Plan. From the end day of the Subscription Period following realization of all investment proceeds raised till the close of Subscription Period, the Life of the Plan may start anytime within or no later than seven (7) seven business days from
- 27.34 "NAV of Allocation Plan" means per Unit Value of the pertinent Allocation Plan being by the number of Unit(s) outstanding for such Allocation Plan offered under the Fund arrived at by dividing the Net Assets of the Allocation Plan(s)
- .35 "Net Assets of Allocation Plan" means the excess of asset over liabilities of a pertinent Allocation Plan being offered under the Fund, such excess being computed in the manner as specified under the Regulations.
- "Net Assets", in relation to the Trust, means the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.
- 27.37 "Net Asset Value" or "NAV" means per Unit Value of the Fund arrived at by dividing the Net Assets of the scheme by the number of Unit(s) outstanding. The NAV of scheme shall be announced on each Dealing Day as per the direction of the Commission from time to time.
- 27.38 "Net Assets" means the excess of asset over liabilities of scheme, computed in the manner as specified under the Regulations. such excess being
- 39 "Offer Price" or "Purchase Price" purchase of one Unit of the Scheme, Clause 13.2 of this Trust Deed. Such price is to be determined means the sum to be paid by investor(s) for the in accordance with
- 27.40 "Offering Document" means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme, and includes any Supplementary Offering Document Supplementary Offering Occument Supplementary Occument Supplementary Occument Supplementary Occument Supplementary Occument Supplementary Occument Supplementary Occument Supplem
- transactions or otherwise, which may be through like. DIRECTORATE OF INDUSTRIES the internet, intranet networks and the
- 27.42 "Ordinance" means the Companies Ordinance, 1984 (XLVII of 1984)
- 27.43 "Par Value" means the face value of a Unit i.e. Rs. 100 or such other amount determine by the Management Company from time to time and disclosed in the Offering Document. Notary Public
- 27.44 "Redemption Price" means the amount to be paid to the relevant Unit Holder's upon redemption of that Unit, such amount to be determined pursuant to Clause is of this Trust Deed redemption of that Unit, such amount to be Trust Deed. **%**-
- "Register" means the and this Trust Deed. Register of the Unit Holder(s) kept pursuant to the Regulations

27.46 "Registrar Functions" means the functions with regard to:

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- @ Q C D ø issuing account statements to the Unit Holder(s); particulars of the Unit Holder(s); maintaining the Register, including keeping a record of rechange of red Messin bis 8/223 (a) 22 0 12,23
- issuing Certificates
- canceling old Certificates on redemption or replacement thereof,
- recording of pledges, liens and changes in the data with regard to the changes is suing and dispatching of Certificates;
- (<u>0</u>
- Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends:
- 三 Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.
- 27.47 "Regulations" Regulations, 2008 as amended from time to time mean Non-Banking Finance Companies and Notified Entities
- 27.48 "Rules" mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from time to time.
- . 49 include its successor. "SECP" or "Commission" means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall
- 50 "Stock Exchange" means a public company that is licensed by security exchange under section 5 of Securities Act, 2015 ≓ e Commission
- 27.51 "Supplemental Deed" means Management Company and the Trustee, after seeking approval of the SECP, to modify, Supplemental Deed in such manner and to such extent as may be considered expedient add to, alter and amend or amend and restate the provisions of this Deed or any other all purposes, which shall be consolidated, read and construed together with this Deed a deed supplemental to this
- 27.52 "Supplementary Offering Document" means a document issued to modify, add to, alter by the Management Company, with the consent of the Trustee, after seeking approval of and amend, amend and restate or to make any other amendment Offering Document Document in such manner and to such extent as considered expedient for all purposes SECP, and the same shall be consolidated, read and construed together with the ០ Offering
- 27.53 to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, inter alia, necessitated by creation or cancellation of Units or issuance or redemption of Units, which costs may be added to the NAV for eletermining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.
- 27.54 "Transfer Agent" means a company including a shall appoint for performing the registrar functions. the registration tipperowate of industries Bank that the Management Company The Management Company may itself
- 27.56 27.55 "Trust Deed" or "Deed" means this trust deed executed between the begins of the begins of the company and the Trustee along with all the exhibits appended herein, and includes an employee the company and th "Trust" or "Unit Trust" or "UBL Fixed Return Fund - IV" or Collective Investor Scheme" or "UFRF - IV" or "Scheme" means the Unit Trust constituted by this of Deed for continuous offers for sale of Units of the Trust Company and the Trustee along with all the exhibits appended
- "Trust Property under Allocation Plan" means the aggregate proceeds of all units of the pertinent Allocation Plan issued from time to time after deducting Duties and Charges and includes Investment and all income, profit and other benefits arising wherefrom and all cash, bank balances and other assets and property of every description from the time being he or or

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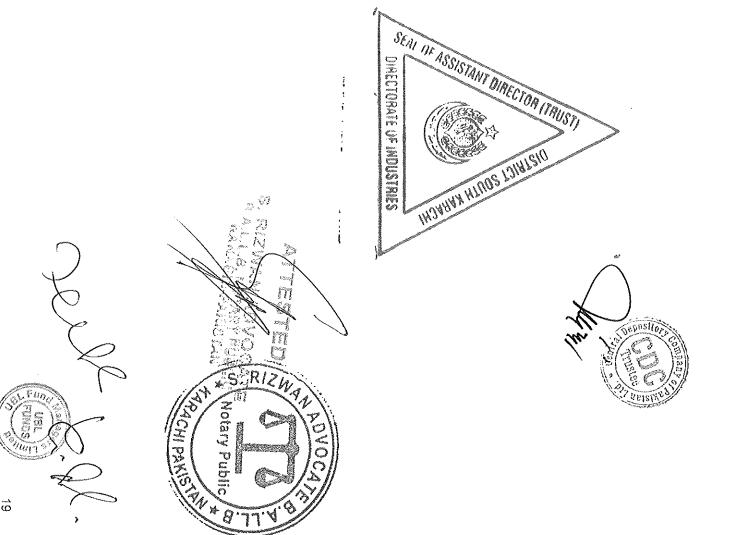
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pertinent Allocation Plan, pursuant to this Deed, but does not include any appoint syvaliable 2 for distribution in the Distribution Account. However, Contingent Load and any profit on the Distribution Account of the Allocation Plans shall also formapart. of the Found Reports of ... deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) of

- Plans. other assets and property of every description from the time being heid or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to this Deed but does not include any amount available for distribution in the Distribution Accounts of the Allocation Plans shall also form part of the Fund Property of the Scheme Plans issued from time to time after deducting Duties and Charges and That pair the street and all income, profit and other benefits arising wherefrom and all cash, bank balances and However, Contingent Load and any profit on the Distribution Account of the Allocation
- 27.59 "Unit" means one undivided share in the Trust, and where the context so indicates, fraction thereof
- 27.60 "Zakat" has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

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



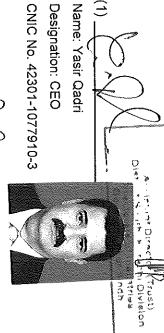
IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned feight above 3

The Common Seal of UBL Fund Managers Limited was hereinto affixed in the sence of:

Common Seal



Designation: CEO Name: Yasir Qadri



<u>(N</u> Name: Zeeshan

ONIC No. 42101-0880555-5 Designation: CBDO



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

Official Stamp



Name: Atiqur Kehman

CNIC No. 42501-9253203-1 Designation: Head of Department



WITNESS:

L OF ASSISTANT DIRECTOR (TRUST)

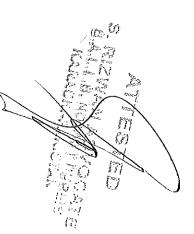
Name: Muhammad Iqbal Ansamttillant of MOUSTRINAME Cauffran Ali Malik

Head of Retail Sales Administration & PD

CNIC No. 42101-0511289-5 -

Head of Data Analytics & Business Transformation

-CNIC No. 45504-1144152-1







20



# SECURITIES AND EXCITANGE COMMISSION OF PAKISTAN LICENSING & REGISTRATION DIVISION LICENSING DEPARTMENT

Licence No. SECP/LRD/LD/01/IAS/UBLFML/2022~15

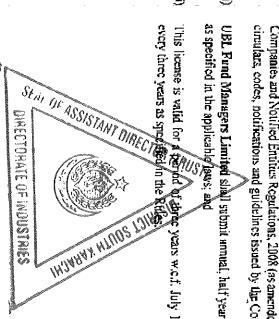
Islamabad, August 15, 2022

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

The Securities and Exchange Commission of Pakislan, having considered the application for the renewal of license to carry out Investment Advisory Services submitted by UBL Fund Managers Limited under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of UBL Fund Managers Limited to curry out Investment Advisory Services subject to the conditions stand herein below or as may be prescribed or imposed hereafter.

- Э circulars, codes, notifications and guidelines issued by the Commission; UB1. Fund Managery Limited shall comply with Part VIII of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2015, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives,
- $\equiv$  $\equiv$ UBL Fund Managers Limited shall submit annual, half yearly, quarterly or such other reports

years w.c.f. July 15, 2022, and shall be renewable



(M. Muhhasbar Hassan) Head of Department (LRD)

NOTATION NOTE: Vij RIZWA SONNS TAN 1 8 TT

5.0

# LICENSE TO CARRY OUT ASSET MANAGEMENT SERVICES



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN DICENSING & REGISTRATION DIVISION LICENSING DEPARTMENT

Licrore No. SECP/LRD/LD/01/AMC/UBLFML/2022..."

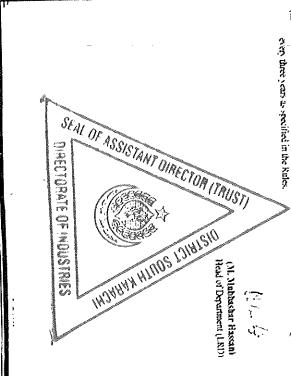
Klamahad August 18, 2022

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

The Securities and Evaluage Commission of Palaistan, having considered the application for the renewal of likense to carry out Asset Management Services submitted by UBL Food Managers Limited under rule 5 of the Nor-Banking Fluxures Companies (Etablishment and Regulation) Rules, 2001 (the rule 5 of the Nor-Banking Fluxures Companies (Etablishment and Regulation) Rules, 2001 (the rule 5 of the Management of the public interest so to do, in exercise of powers "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers "Rules"), and being satisfied that it would be not the public interest of UBL Found Management Services subject to the conditions stated benefit below or as may be prescribed or imposed hereafter.

- 1 UBL Fund Managers Limited shall comply with Part VIII of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2018, the Rules, the Non-Banking France Companies and Norified Facilies Regulations, 2008, (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission:
- (ii) UBL Fund Managers Limited shall submit annual, balfy early, quarterly or such other reports
  as specified in the applicable laws and

(iii) This license is valid for a period of three years w.e.f. June 18, 2022, and shall be renewable every three years as specified in the Rules.





# SECP APPROVAL FOR REGISTRATION OF TRUST DEED



## SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN SPECIALIZED COMPANIES DIVISION FUND MANAGEMENT DEPARTMENT

No. SCD/AMCW/UFRF-IV/2023/ 94

September 12, 2023

Chief Business Development Officer, Mr. Zeeshan Qudus,

UBL Fund Managers Ltd., 4th Floor, STSM Building,

Civil Lines, Beaumont Road,

Karachi.

Subject: Principle Approval for Registration of Trust Deed of UBL Fixed Return Fund-IV.

Dear Sir

Please refer to letter dated August 28, 2023 and subsequent correspondence, the last being dated September 06, 2023 from M/s UBL Fund Managers Ltd. ("UBLFML" or "the Management Company') wherein the draft trust deed of UBL Fixed Return Fund-IV (the "Fund"), to be executed between UBLFML and Central Depository Company of Pakistan Limited (the "Trustee"), has been submitted for review and approval.

- 2. In this regard, I am directed to convey principle approval of Securities and Exchange Commission of Pakistan for registration of trust deed of the proposed Fund under the Sindh Trust Act, 2020 in terms of Regulation 44(3) of the Non-Banking Finance Companies and Notified Entities Regulations, 2008.
- Entities Regulations, 2008.

  4. It is to be noted that earlier letter No. Section 1. 3. The in-principle approval to the draft trust deed is without prejudice to the conditions and the requirements stipulated in the license issued in favor of the Management Company, the Non-Banking Finance Companies (Establishment & Regulation) Rules 2003 and Non-Banking Finance Companies, and Notified Junmission of Julations, 2020 in terms of Julations, 2008.

  Julati

on the subject stands withdrawn.

Your truly,

(Sajid Imran)
Joint Director

DIRECTORATE OF INDUSTRIES

Central Depository Company of Pakistan Limited CDC House, 99-B, Block 'B', S.M.C.H.S.
Main Shahrah-e-Faisal, The Chief Executive Officer

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Assistant Director

Directorate of Industries
Trust Wing, 2<sup>nd</sup> Floor, State Building No. 11,
Near Zainab Market,
Saddar

Karachi

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RIZNA

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
Ph: +92[51] 9195254 UAN: +92 [51] 111 117 327 (Ext:5254)| | FAX: +92 [051] 9100473

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### ANNEXURE 'C'

Registration NdAR/S7/058/2023

REMUNERATION OF TRUSTEE AND ITS AGENT. 23/10/2033

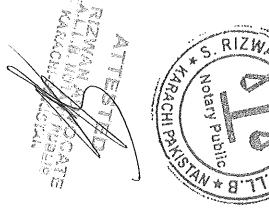
The trustee remuneration shall consist of reimbursement of actual custodial expenses (charges plus the following tariff, however any upward revision shall require prior approval of Section 1 (Trust)

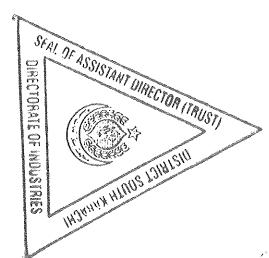
| Construction of the control o

Tariff
0.055% per annum of Net Assets









#### ANNEXURE 'D'

## APPOINTED CDC AS TRUSTEE

Registration No KAR/ST/058/2028

Date 23/0/2/23

CENTRAL DEPOSITION DAMPANY
OF PARISTRANLIMITED OF TOWN TO PARISTRANLIMITED OF TOWN TO THE PARISTRANLIMITED OF TOWN TO THE PARISTRANLIMITED OF THE PAR

CDC/T&C-S II/DH/0232/2023

August 16, 2023

Mr. Zeeshan Quddus
Chief Business Development Officer
UBL Fund Managers Limited
4th Floor, STSM Building
Beaumont Road, Civil Lines,
Karachi.

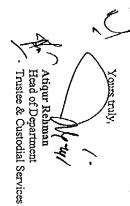
Dear Sir,

Consent To Act As Trustee For UBL Fixed Return Fund-IV (UFRF-IV)

We refer to your letter dated August 16, 2023 on the captioned subject, we would like to show our sincere gratitude for preferring Central Depository Company of Pakistan Limited as the Trustee for UBL Fixed Return Fund-IV. While valuing the trust and confidence you have placed on us, we desire to build a long-term relationship with you and hereby confurm our willingness to act as Trustee of the said Scheme.

We look forward to provide you with the best possible service:

:









#### ANNEXURE 'D'

# TRUSTEE CONSENT ON DRAFT TRUST DEED

(a) Registration 20 KAR ST 110 202 1000 Jan

Assistan: Dirpoto: No. Liston
CENTRAL DESOSTION COMPANY
OF PASSISTAN LIMITED: Sman

CDC House, 99-B, Block /B/ S.M.C.H.S., Main Shahra-e-Faisal Karachi - 74400, Pakistan. Tel·(92-21) 111-111-500 Fax: (92-21) 34326021 - 23 URL: www.cdcpakistan.com Email: info@cdcpak.com

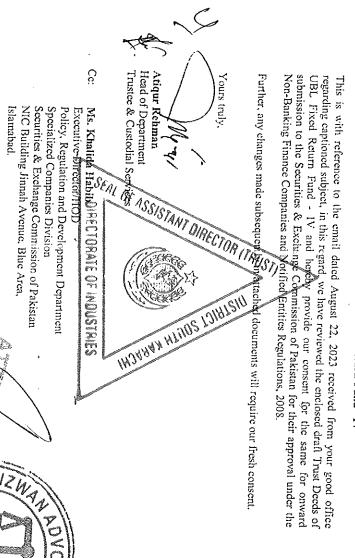
CDC/T&C-S II/DH/0237/2023

August 22, 2023

Mr. Zeeshan Quddus
Chief Business Development Officer
UBL Fund Managers Limited
4th Floor, STSM Building,
Beaumont Road, Civil Lines,
Karachi.

Dear Sir,

# TRUSTEE Consent On Draft Trust Deed of UBL Fixed Return Fund - IV



<u>A</u>

SAY S. RIZWAY

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Notary Public

(\* 8.11.







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

Name of Trust

UBL Fixed Return Fund-IV (UFRF-IV)

Main office address of the Trust

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

Any other sub office address of the Trust if available

Objectives of the Trust

UBL Fixed Return Fund-IV (UFRF-IV)

all Units issued from time to time and includes the Investment and all income, profit and other benefits arising therefrom, as specified in the Trust Deed, Offering Document, the NBFC Rules and Regulations. the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking pari passu inter se, according to the number of units held by each unitholder. The Trust Property shall comprise of the aggregate proceeds of possessed of the Trust Property that may from time to time hereafter be vested in market expected returns to its Unit-Holders subject to conditions such as holding period as defined in the Offering Document. The Trustee shall hold and stand The investment objective of UBL Fixed Return Fund-IV (UFRF-IV) is to provide and Regulations.

Lines, Karachi

The details of Trustees and beneficiaries and to be provided in

For & On Behalf of Author (USI) Fund Managers (Section 1987) vided in the Schedule-IV

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

500

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

Witnesses (1)

Name: Muhammad Iqbal A

CNIC: 42101-0511289-5 Ansari

The same

Witnesses (2) WAY
Name: Ghuffran Ali Malik
CNIC: 45504-1144152-1



Notary Public & RIZWA FUNDS

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