

Risk Disclaimer: All Investments in mutual fund are subject to market risks. The NAV of Units may go down or up based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in clause 2.1.1 Risk Factors mentioned in clause 2.4, Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.

OFFERING DOCUMENT OF

ABL ISLAMIC DEDICATED STOCK FUND

(An Open End Shari'ah Compliant Islamic Equity Scheme)

(Wakalatul Istithmar based fund)

**Duly vetted by Shari'ah Advisor namely Mufti Irshad for and on behalf
of Al Hilal Sharia Advisers
(Formerly Fortune Islamic Services Private Limited)**

MANAGED BY

ABL Asset Management Company Limited

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OFFERING DOCUMENT OF
ABL Islamic Dedicated Stock Fund
(ABL-IDSF) Wakalatul Istithmar based fund

MANAGED BY

ABL Asset Management Company Limited

**An Asset Management Company Registered under the Non-Banking Finance Companies
(Establishment and Regulation) Rules, 2003**

Date of Publication of Offering Document Dated December 13, 2016

Initial Offering Period from December 13, 2016 to December 13, 2016 (both days inclusive)

The **ABL Islamic Dedicated Stock Fund** (the Fund/the Scheme/the Trust/the Unit Trust/ABL-IDSF) has been established through a Trust Deed (the Deed) dated November 16, 2016 under the Trust Act, 1882 entered into and between **ABL Asset Management Company Limited**, the Management Company, and **MCB Financial Services Limited**, the Trustee.

The Shariah Advisor of the Fund, i.e. Al Hilal Sharia Advisers (Formerly Fortune Islamic Services (Pvt.) Limited) has reviewed this Offering Document and vetted that this Offering Document adheres to the principles of Shariah

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units of **ABL Islamic Dedicated Stock Fund and** has registered ABL-IDSF as a notified entity under the Non-Banking Finance Companies and Notified Entities Regulations 2008 (“Regulations”) vide letter No SCD/AMCW/325/2016 dated November 25, 2016. SECP has approved this Offering Document under the Regulations vide No SCD/AMCW/ABLAMC/IDSF/334/2016 dated December 05, 2016

It must be clearly understood that in giving this approval, SECP does not take any responsibility for the financial soundness of the Fund nor for the accuracy of any statement made or any opinion expressed in this Offering Document.

Offering Document

This Offering Document sets out the arrangements covering the basic structure of the **ABL Islamic Dedicated Stock Fund (ABL-IDSF)** (the “Fund”, the “Scheme”). It sets forth information about the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, *the Shari’ah guidelines*, circulars, directives etc. as specified hereafter and Sharia Compliance regulatory provisions, that may be issued from time to time by the Commission to govern this Offering Document

Confirmation of vetting by Shari’ah Advisor

This document has been reviewed and vetted by the Mufti Irshad for and on behalf of Al Hilal Sharia Advisers (Formerly Fortune Islamic Services Private Limited).

All Investments of the Fund shall be in adherence to the principles of Shari’ah.

It is possible that adherence to the principles of Shari'ah will cause the Fund to perform differently from Funds with similar objectives, but that are not subject to the requirements of Shari'ah.

If prospective investor has any doubt about the contents of this Offering Document, he/she/it should consult one or more from amongst their investment advisers, legal advisers, Sharia Advisers, bank managers, stockbrokers, or financial advisers to seek independent professional advice.

Investors must recognize that the investments involve varying levels of risk. The portfolio of the Fund consists of investments that are subject to market fluctuations and risks inherent in all such investments. Neither the value of the Units in the Fund nor the dividend declared by the Fund is, or can be, assured. Investors are requested to read the Risk Disclosure and Warnings statement contained in Clause 2.4 and Clause 9 respectively in this Offering Document.

All Investments of the Fund shall be in adherence to the Principles of Shariah. It is possible that adherence to the Principles of Shariah will cause the Fund to perform differently from Funds with similar objectives, but that are not subject to the requirements of Shariah.

Filing of the Offering Document

The Management Company has filed a copy of the Offering Document signed by the Chief Executive along with the Trust Deed with SECP. Copies of the following documents can be inspected at the registered office of the Management Company or the place of business of the Trustee:

- (1) License No. **AMCW/23/ABLAMC/AMS/10/2013** dated **November 26, 2013** granted by SECP to **ABL Asset Management Company Limited** to carry out Asset Management Services and Investment Advisor;
- (2) SECP's Letter No. **AMCW/ABLAMC/ 304/2016** dated **November 10, 2016** approving the appointment of **MCB Financial Services Limited (MCBFSL)** as the Trustee of the Fund;
- (3) Trust Deed (the Deed) of the Fund;
- (4) SECP's Letter No. **AMCW/ABLAMC/ 305/2016** dated **November 25, 2016** registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- (5) Letters dated October 24, 2016 from **M/s. A F. FERGUSON & Co. (Chartered Accountants)**, Auditors of the Fund , consenting to the issue of statements and reports;
- (6) Letter from M/s. Ijaz Ahmed & Associates, Legal Advisers of the Fund, consenting to act as adviser
- (7) Letters dated November 07, 2016 from **Al-Hilal Shariah Advisors** (formerly: Fortune Islamic Services (Pvt) Ltd.), Shariah Advisers of the Fund , consenting to act as Shariah advisers of the **ABL Islamic Dedicated Stock Fund** and consenting on the contents of the offering document;
- (8) SECP's letter No. **SCD/AMCW/ABLAMC/IDSF/334/2016** approving this Offering Document.

1. CONSTITUTION OF THE SCHEME

1.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Karachi on **November 25, 2016** between:

ABL Asset Management Company Limited, a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its principal place of business at **11-B, Lalazar, MT Khan Road, Karachi**, as the Management Company; and

MCB Financial Services Limited Trustee incorporated in Pakistan under the Companies Ordinance, 1984, and registered by SECP to act as a Trustee of the Collective Investment Scheme, having its registered office at 4th Floor, Perdesi House, 2/1 R-Y Old Queens Road Karachi -74200 as the Trustee.

1.2 Trust Deed (the “Deed”)

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities Act 2015, Companies Ordinance 1984 and all other applicable laws and regulations including Shariah Advisor’s directives and guidelines. The terms and conditions in the Deed and any supplemental deed(s) shall be binding on each Unit Holder. In the event of any conflict between the Offering Document and the Deed the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed.

Furthermore, all Investments of the Fund Property shall be in accordance with the principles of Shari’ah as advised by the Shariah Advisor. The Fund shall also be subject to the rules and the regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan in foreign currency.

1.3 Modification of Trust Deed

The Trustee and the Management Company, acting together and with the approval of SECP and Shariah Advisor, shall be entitled by supplemental deed(s) to modify, alter or add to the provisions of the Deed to such extent as may be required to ensure compliance with any Shariah guidelines, applicable laws, Rules and Regulations and Shari’ah guidelines.

Where the Deed has been altered or supplemented, the Management Company shall duly notify to the Unit Holders and post on their official website.

1.4 Trust property

The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs and any applicable Sales Load, shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising there from 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 benefit of the Unit Holder(s) pursuant to the 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 become part of the Trust Property.

1.5 Offering Document

The provisions of the Trust Deed, the Rules, the Regulations, Circulars, Shariah guidelines and the Directive issued by the Commission govern this Offering Document. It sets forth information about the Fund that a prospective investor should know before investing in any Unit. Prospective investors in their own interest are advised to carefully read this Offering Document to understand the Investment Policy, Risk Factors, Warning and Disclaimer and should also consult their legal, financial and/or other professional adviser before investing.

1.6 Modification of Offering Document

This Offering Document will be updated to take account of any relevant material changes relating to the Fund. Such changes shall be subject to prior consent of the Trustee, Shariah Advisor and approval from the Securities and Exchange Commission of Pakistan (SECP) and shall be circulated to all Unit Holders and/ or publicly notified by advertisements in the newspapers subject to the provisions of the Rules and the Regulations and duly posted on official website of the Management Company.

1.7 Responsibility of the Management Company for information given in this Document

Management Company accepts the responsibility for the information contained in this Offering Document as being accurate at the date of its publication.

1.8 Duration

The duration of the Fund is perpetual. However, SECP or the Management Company may wind it up or revoke, on the occurrence of certain events as specified in the Regulations or clause no.4.11.5 of this document.

1.9 Initial Offer and Initial Period

Initial Offer is made during the Initial Period which will be one Business Day and begins at the start of the banking hours on **December 13, 2016** and shall end at the close of the banking hours on **the same day**. During the Initial Period, the Units shall be offered at Initial Price. No Units shall be redeemable during the Initial Period of Offer.

1.10 Transaction in Units after Initial Offering Period

Subsequently the Public Offering will be made at the Offer Price and redeemed at the Redemption Price. The Management Company will fix the Offer (Purchase) and Redemption (Repurchase) Prices for every Dealing Day on the basis of the Net Asset Value (NAV). The NAV based price shall be fixed after adjusting for the Sales Load as the case may be and any Transaction Costs that may be applicable. Except for circumstances elaborated in Clause 4.11.2 & 11.4 of this Offering Document, such prices shall be applicable to Purchase and Redemption requests, complete in all respects, received during the Business Hours on the Dealing Day.

2. INVESTMENT OBJECTIVES, INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER

2.1 Investment Objective

The objective of ABL Islamic Dedicated Stock Fund is to provide capital appreciation to investors of ‘Fund of Funds’ schemes by investing in Shariah compliant equity securities.

2.1.1 Investment Policy

ABL Islamic Dedicated Stock Fund, in line with its Investment Objectives, will invest in Authorized Investments.

Authorized Investments

The maximum and minimum weightings of the Fund at any time in the Authorized Investments shall be as follows:

Investment	Maximum Exposure	Minimum Exposure
Deposits (excluding TDRs) with Shariah Compliant Banks and licensed Islamic Banking windows of conventional Banks and GoP Ijarah Sukuk not exceeding 90 days maturity;	30%	0%
Shares/Stocks of listed companies permitted by the Shariah Advisor	100%	70%*
Shari’ah Compliant equity investments outside Pakistan, including international listed equity securities and foreign currency bank deposits (excluding TDR), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP;	30%	0%
*Based on quarterly average investment calculated on a daily basis		

2.1.3 All Fund Property, except any cash that may be required for transfer to the Distribution Account or to be kept for meeting the redemption requirements, shall be applied by the Trustee from time to time in such Authorized Investments as may (subject to the provisions of Constitutive Documents, and the Regulations) be directed by the Management Company.

2.1.4 Any Investment may at any time be disinvested at the discretion of the Management Company

2.1.5 Benchmark

Benchmark for the fund is KMI-30 Index.

2.1.6 Shariah Investment Guidelines

- The Fund must at all times and all stages of its operation comply with Shari'ah principles.
- The Fund must be raised, operated, and finally redeemed by the investor on the basis of the contracts which are acceptable in Shari'ah. The banking facilities and short-term money market instruments used for the Fund has to be those which comply with Shari'ah principles.
- For securities listed on the All share Islamic index the Funds' investments must be strictly confined to the Shari'ah compliant securities.

2.1.7 Risk Control in the Investment Process

The Management Company shall ensure that effective risk control measures are in place for protection of the investors.

The objective of the risk control process is to monitor and measure the risks of Portfolio construction, diversification and holdings, risk concentrations and their contribution to the overall risk profile of the fund, with clear definitions of process and procedures.

ABL AMC's investment team aims to identify securities following thorough analysis of securities proposed to be invested in. In addition to in-house equity research, inherent regulatory position /sector limits optimal diversification methods and liquidity screens will be employed to achieve the desired level of risk and return.

2.1.7 Management Company Can Alter Investment Mix

The Management Company can, from time to time, alter the weightings, subject to the specified limits as per Clause 2.1.5 above, between the various types of investments, if it is of the view that market conditions so warrant. The Funds which are not invested in the above mentioned avenues shall be placed as deposit with scheduled Islamic banks/Islamic Windows of conventional banks.

2.2 Changes in Investment Policy

The investment policy will be governed by the directives of the Shariah Advisor, Regulations and/or SECP directives. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and Shariah advisor and giving 90 days prior notice to the Unit Holders as specified in the regulation.

2.3 Investment Restrictions

- (a) The Trust Property shall be subject to such exposure limits or other prohibitions as are provided in the Regulations, Trust Deed, this Offering Document of the Fund, circulars, Shariah guidelines and directives and shall also be subject to any exemptions that may be specifically given to the Fund by SECP and are explicitly mentioned under the heading Exceptions to Investment Restriction in this offering document or subsequently in writing. If and so long as the value of holding in a particular company or sector exceeds the limit imposed by the Regulations, the Management Company shall not purchase any further Investments in such company or sector. In the event Exposure limits are exceeded due to corporate actions including taking up rights or bonus issue and/or owing to appreciation or

depreciation in value of any Investment, disposal of any Investment or Redemption of Units, the excess exposure shall be regularized in such manner and within such time as specified in the Regulations, circular or notification issued by SECP from time to time.

- (b) The Management Company, on behalf of the Fund, shall not enter into transactions with any broker that exceeds the limit provided in the Regulations and or circulars and notifications issued by the Commission from time to time.

Transactions relating to money market instruments and debt securities do not fall under this clause.

- (c) The Management Company on behalf of the Scheme shall not:
- i. Make Investments in Non-Shariah compliant instruments and against the guidelines of Shariah Advisor of the Fund.
 - ii. Purchase or sell -
 - a. Bearer securities;
 - b. Securities on margin;
 - c. Real estate, commodities or commodity contracts;
 - d. Securities which result in assumption of unlimited liability (actual or contingent);
 - e. Anything other than Authorized Investments as defined herein;
 - iii. Participate in a joint account with others in any transaction;
 - iv. Affect a short sale in a security whether listed or unlisted;
 - v. Purchase any security in a non-Shari'ah compliant forward and future contract
 - vi. Take Exposure in any other Collective Investment Scheme.
 - vii. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;
 - viii. Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company.
 - ix. invest in securities of the Management Company
 - x. issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission
 - xi. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission.
 - xii. Sell or issue Units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme.
 - xiii. Merge with, acquire or take over any scheme, unless it has obtained the prior approval of the SECP in writing to the scheme of such merger, acquisition or take over.
 - xiv. Invest the subscription money until the closure of initial offering period.
 - xv. Enter on behalf of the Scheme, into underwriting or sub-underwriting contracts.
 - xvi. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company.
 - xvii. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.

- xviii. Accept deposits /make a loan or advance money to any person from the assets of the Scheme
 - xix. Invest more than thirty five percent (35%) of net assets of Collective Investment Scheme in any single group and group mean persons having at least 30% common directors or 30% or more shareholder in any other company, as per publicly disclosed information.
 - xx. Invest more than ten percent (10%) of net asset of Collective Investment Scheme in listed group companies of Asset Management Company and such Exposure shall only be made through the secondary market.
 - xxi. Invest more than 35% in any sector or Index weight of particular sector, whichever is higher, subject to maximum limit of 40%.
 - xxii. Take exposure of more than 15% of net assets of Scheme to a single entity or 15% of issued capital of company, whichever is lower
 - xxiii. Take exposure in MTS and Spread transactions.
 - xxiv. Rating of any bank with which Funds are placed shall not be lower than A-
- (d) In case of redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company shall not make any fresh investment or rollover of any investment

Exemption to Investment Restrictions

In order to protect the right of the Unit Holders, the Management Company may take an Exposure in any Shari'ah compliant unauthorized investment due to recovery of any default proceeding from any counter party with the approval of the Commission and Shariah advisor.

2.3.1 Shari'ah compliant Financing Arrangements

- (a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company on behalf the Scheme shall not in any form financing, except for meeting redemption request and such financing shall not exceed fifteen (15) percent or such other limit as specified by the Commission of the total net asset value of the Scheme at the time of financing. The maximum period of financing shall be 90 days however; any net cash flows during interim period shall be utilized for repaying of financing – such Financing must be fully Shari'ah compliant and shall only be obtained after getting the approval from the Shari'ah Advisor.

If subsequent to such financing, the Net Assets are reduced as a result of depreciation in the market value of the Trust Property or redemption of Units, the Management Company shall not be under any obligation to reduce such financing.

- (b) Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such financings from banks, financial institutions and non-banking finance companies. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such financings.
- (c) For the purposes of securing any such financing, the Trustee may on the instruction of the

Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Regulations and/or any law for the time being in force.

- (d) Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

2.3.2 Restriction of Transactions with Connected Persons

- (a) The Management Company in relation to the Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.
- (b) The Management Company on behalf of the Scheme shall not without the approval of its Board of Directors in writing and consent of the Trustee, purchase or sell any security from or to any Connected Person or employee of the Management Company.
- (c) Provided that above shall not be applicable on sale or redemptions of Units.
- (d) For the purpose of sub-paragraphs (a) and (b) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- (e) All transactions carried out by or on behalf of the Scheme with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.
- (f) The Management Company shall undertake sale and purchase of securities transaction between the Collective Investment Schemes managed by it where the:
- Sale and purchase decision are in the best interest of both Schemes.
 - Transactions are executed on an arm's length and fair basis.
 - Reason for such transactions is documented prior to execution.

2.4 Risk Disclosure

Investors must realize that all investments in mutual Funds and securities are subject to market risks. Our target return / dividend range cannot be guaranteed and it should be clearly understood that the portfolio of the Fund is subject to market price fluctuations and other risks inherent in all such investments. The risks emanate from various factors that include, but are not limited to:

- (1) **Equity Risk** - Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.
- (2) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which

directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.

- (3) **Credit Risk** - Credit Risk comprises Default Risk and Credit downgrade Risk. Each can have negative impact on the value of securities:
- **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;
 - **Credit Downgrade Risk** - The risk that credit rating of a security may be downgraded.
- (4) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.
- (5) **Liquidity Risk** – Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.
- (6) **Settlement Risk** – At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments which may affect the Fund’s performance etc.
- (7) **Shariah non-compliance Risk**– The risk associated with employing funds in investments that are not consistent with the guidelines of Shariah.
- (8) **Events Risk** - There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.
- (9) **Redemption Risk** - There may be special circumstances in which the redemption of Units may be suspended or the redemption payment may not occur within six working days of receiving a request for redemption from the investor.

2.4.1 There may be times when a portion of the investment portfolio of the Scheme is not compliant either with the investment policy or the minimum investment criteria of the assigned ‘category’. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment – specific issues. Investors are advised to study the latest Fund Manager Report specially portfolio composition and Financial Statements of the Scheme to determine what percentage of the assets of the Scheme, if any, is not in compliance with the minimum investment criteria of the assigned category. The latest monthly Fund Manager Report as per the format prescribed by Mutual Funds Association of Pakistan (MUFAP) and financial statements of the Scheme are available on the website of the Management Company and can be obtained by calling / writing to the Management Company.

2.5 Disclaimer

The Units of the Trust are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by SECP, any Government agency, the Trustee (except to the extent specifically stated in this document and the Deed) or any of the shareholders of the Management Company or any other bank or financial institution.

Disclosure:

There may be times when a portion of the investment portfolio of the Scheme is not compliant either with the investment policy or the minimum investment criteria of the assigned ‘category’. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment – specific issues. Investors are advised to study the latest Fund Manager Report specially portfolio composition and Financial Statements of the Scheme to determine what

percentage of the assets of the Scheme, if any, is not in compliance with the minimum investment criteria of the assigned category. The latest monthly Fund Manager Report as per the format prescribed by Mutual Funds Association of Pakistan (MUFAP) and financial statements of the Scheme are available on the website of the Management Company and can be obtained by calling / writing to the Management Company.

3. OPERATORS AND PRINCIPALS

3.1 Management Company

Organization

ABL Asset Management Company Limited (ABL AMC) is a Non-Banking Finance Company licensed to undertake Asset Management Services as per the NBFC Rules. ABL AMC is a wholly owned subsidiary of Allied Bank Limited, one of the leading commercial banks of Pakistan.

The paid-up capital of ABL AMC is Rs.500 million held by the following:

Name	Number of Shares	Amount (Rupees)
Allied Bank Limited	49,999,993	499,999,930
Sheikh Mukhtar Ahmed	1	10
Mr. Mohammad Naeem Mukhtar	1	10
Mr. Muhammad Waseem Mukhtar	1	10
Mr. Tariq Mahmood	1	10
Mr. Kamran Nishat	1	10
Mr. Muhammad Kamran Shahzad	1	10
Mr. Farid Ahmed Khan	1	10
Total	50,000,000	500,000,000

3.2 Holding Company

Allied Bank is part of the Ibrahim Group, one of the largest industrial conglomerates in Pakistan with business in textile, trading, polyester fibers, energy and financial services sectors. ABL was incorporated in Lahore before independence in 1942 as Australasia Bank and was renamed as Allied Bank of Pakistan Limited in 1974 and Allied Bank Limited in 2005.

Following the takeover of its management control by the Group in 2004 through the privatization process of GoP and subsequent merger of Ibrahim Leasing into Allied Bank in 2005, the board formulated comprehensive strategic priorities to address the needs to run a world class financial institution.

Today the Bank stands on a solid foundation of over 70 years of its existence having a strong equity, assets and deposits base offering universal banking services with higher focus on retail banking. Allied Bank is one of the largest banks in Pakistan, offering various technology based products and services including real-time online banking to its diversified clientele through its network of 875 branches and more than 600 ATMs across Pakistan. ABL's turnaround in such a short span has been achieved on account of the Board's and the management's commitment to professionalism, adaption to changes, environmental challenges and urge for growth.

Based on its consolidated financial performance and significant improvement in areas of risk management and corporate governance, the Pakistan Credit Rating Agency (PACRA) assigned the long term rating of Allied Bank to AA+ (double A plus) and short-term rating to A1+ (A one plus).

3.3 Board of Directors of the Management Company

Name	CNIC #	Occupation	Address	Position	Other Directorships
Sheikh Mukhtar Ahmed	33100-0613331-9	Industrialist	3, Race course road, Civil line Faisalabad.	Chairman	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Ltd. 3. Allied Bank Limited.
Mr. Muhammad Waseem Mukhtar	33100-0579090-9	Industrialist	3, Race course road, Civil line Faisalabad.	Director	1. Allied Bank Ltd. 2. Ibrahim Fibers Ltd. 3. Ibrahim Agencies (Pvt.) Ltd. 4. Arabian Sea Country Club
Mr. Mohammad Naeem Mukhtar	33100-9500762-5	Industrialist	3, Race course road, Civil line Faisalabad.	Director	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Ltd. 3. Allied Bank Limited. 4. NMF - LUMS
Mr. Kamran Nishat	42301-3817237-5	Managing Director & CEO. Muller & Phipps (Pakistan) Pvt. Ltd.	B-8, Clifton Courts, Ch. Khaliq uz Zaman Road, Clifton Karachi.	Independent Director	1. Muller & Phipps Muller & Phipps Pakistan (Private) Limited. 2. Cyan Limited.
Mr. Tariq Mahmood	37405-3454575-9	Banker	House # 210/10, Firdowsi Road, Lalkurti Rawalpindi Cantt	Director	Nil
Mr. Muhammad Kamran Shehzad	42301-092979-5	Services	House # 111, Khayaban-e-Saadi, DHA-VII, Karachi	Independent Director	1. Chairman-Bench Matrix (Pvt) Ltd. 2. Exide Battery 3. Mapout Modaraba Management company

3.3.1 Profile of Directors

Sheikh Mukhtar Ahmed started his business career immediately after migrating from India at the time of Independence of Pakistan in 1947 and contributed to the industrial and business growth of Pakistan through his entrepreneurship skills and business acumen. He has over 55 years of experience in establishing and successfully managing various industrial and financial companies. Under his auspices, Ibrahim Group has emerged as a

leading conglomerate of the country. He joined the Board of Allied Bank in 2004 and the ABL AMC Board in 2008.

Muhammad Waseem Mukhtar holds a Master's degree in Total Quality Management (TQM) from University of Glamorgan, Wales, U.K and has diversified experience of Finance, IT and Industry. He is on the Board of Allied Bank since 2004. His proactive strategic guidance played a vital role in technological up-gradation to enhance service quality across Allied Bank. He joined the Board of the ABL AMC in 2010.

Kamran Nishat, is the Managing Director and CEO of Muller & Phipps (Pakistan) Pvt. Ltd., and has over twenty eight years of diversified experience with leading organizations in Automotives, Textiles, Leather, Distribution and consulting sectors etc. He has represented organizations at the highest level in various industry forums and engagements with various bodies including Governmental Officials and has proven skills of crisis management and turning around difficult situations through a keen sense of strategy, tactics and perseverance. Mr. Kamran is a fellow member of the Institute of Chartered Accountants of Pakistan and also served as the member of the Accounting and Auditing Standards Committee (South) and Information Technology Committee (South) of the Institute of Chartered Accountants of Pakistan. Mr. Kamran is also the director of Karachi Chapter, Information systems Audit and Control Association, USA.

Muhammad Kamran Shehzad, is former Deputy Governor of State Bank of Pakistan. His distinguished career spreads over a period of 38 years in Central and Commercial/ Banking and Finance. During his time at SBP Mr. Kamran Shehzad spearheaded banking sector reforms, privatization of State owned Institutions and development of Micro Finance amongst other initiatives.

Muhammad Waseem Mukhtar, holds a Master's degree in Total Quality Management (TQM) from University of Glamorgan, Wales, UK and has diversified experience of Finance, IT and Industry. He is on the Board of Allied Bank since 2004. His proactive strategic guidance played a vital role in technological up-gradation to enhance service quality across Allied Bank. He joined the Board of the ABL AMC in 2010.

Mr. Tariq Mahmood, is amongst one of the senior most serving bankers in the country with over 42 years rich banking experience. He completed his postgraduate degree in commerce in the year 1970 and obtained a certification in Islamic Banking in the year 2006, in addition to having attended various leadership and strategy workshops within the country as well as, abroad. Mr. Tariq started his career in 1971 with Habib Bank Ltd. In 2007, Mr. Tariq Mahmood joined Allied Bank as Senior Executive Vice President and Group Chief (Operations). He took over as Group Chief, Banking Systems Implementation Group, in 2012, responsible for overall transformation of the Bank's system from Unibank to Temenos 24. The Board of Directors of Allied Bank has appointed Mr. Tariq Mahmood as the Chief Executive Officer of the Bank, effective June 17, 2013.

3.3.2 Profile of Management

Syed Khalid Husain

Acting Chief Executive Officer (Head of Business Development)

Syed Khalid Husain brings with him an extensive 33 years of rich experience from the financial sector.

During his 25 year tenure at Allied Bank, he took charge of various divisions in both Corporate & Retail banking. His last assignment at Allied Bank was to spearhead the

largest region of the bank for Pakistan as Head of Karachi City Region. He was also looking after the Corporate Deposits of Sindh and Baluchistan Provinces. Under his supervision as being the Chief Manager in top business branches of Karachi, the branches won the Best Branch of Pakistan Best Branch of Sindh awards. Apart from being the Chief Manager in top business branches of Karachi he also represented Allied Bank in the International Banking course organized by State Bank Of Pakistan in which 20 Countries Participated.

In 2008, Syed Khalid Husain took charge as Head of Business Development at ABLAMC. In his time at the AMC, he worked hard in creating awareness of mutual funds and its benefits to the masses. His main achievement was the development of largest retail structure throughout Pakistan by organizing sale of funds from over 1000 branches of Allied Bank and establishment of ABL AMC's dedicated retail centers in major cities like Karachi, Lahore, Rawalpindi, & Faisalabad.

Mr. Saqib Matin, ACA, APA
Chief Financial Officer & Company Secretary

Saqib Matin, ACA APA, is the Chief Financial Officer & Company Secretary of ABL Asset Management. Saqib is a Chartered Accountant (CA) and an Associate Member of the Institute of Chartered Accountants of Pakistan as well as an Associate Member of Pakistan Institute of Public Finance Accountants. He joined ABL Asset Management Company Limited in January 2008 as Chief Financial Officer. He brings with him more than 14 years of diversified experience in the fields of accountancy, taxation, corporate and audit. Previously, he was associated with Atlas Asset Management Limited as Manager Fund Accounting & Financial Reporting. He also served in SME Bank Limited and Sapphire Textile Mills Limited as Manager Accounts. He commenced his professional career from Hameed Chaudhri & Co., Chartered Accountants.

Mr. Muhammad Imran
Chief Investment Officer

Muhammad Imran is the Chief Investment Officer of ABL Asset Management. With over sixteen years of diversified experience in Treasury and Fund Management, he has held different senior positions in leading financial institutions. Before joining ABL Asset Management, he was Senior Fund Manager at MCB Asset Management. Prior to that, he was associated with AMZ Asset Management as Head of Fixed Income Funds and was instrumental in establishing the company, developing its treasury systems and successful launching of different open ended funds. He also worked for Arif Habib Investment in Fixed Income Fund Management side and has also had successful stints at Saudi Pak Leasing Company Limited and Pakistan Emerging Ventures Limited. Devising strategies to earn profit from market inefficiencies is his key strength and his views on financial markets are much sought after by participants and regulator alike.

Imran is an MBA in Finance and member of Financial Market Association of Pakistan (FMAP).

Mr. Mubeen Ashraf Bhimani
Chief Internal Auditor

Mubeen is a Chartered Accountant from Institute of Chartered Accountants of Pakistan and holds Bachelor's in Commerce from University of Karachi. He has around 7 years of post-qualification experience which includes working as Deputy Director (Monitoring & Inspection Wing, Supervision Department, Specialized Companies Division) at Securities and Exchange Commission of Pakistan, as

Manager Internal Audit at Sui Southern Gas Company Limited and as Assistant Manager, Audit and Assurance at Deloitte Pakistan (Yousuf Adil Saleem & Company Chartered Accountants). He completed his articleship from Ernst & Young Pakistan (Ford Rhodes Sidat Hyder & Company Chartered Accountants). During his career, Mubeen has been actively involved in onsite inspections of Non-Banking Finance Companies including mutual funds and Modaraba sector. Besides, he has also conducted external and internal audits of various financial institutions including banks, manufacturing, service and trading companies.

Syed Hassan Mehdi
Head of RS & Operations

Hassan has over a decade experience of working with leading financial institutions. In the initial years of his career, he was associated with the Union Leasing, subsidiary owned by Union bank Limited where he was looking after credit admin area of the leasing portfolio. Later on, Hassan joined NBP Fullerton Asset Management Limited (NAFA), a subsidiary owned by NBP and Fullerton, Singapore. At NAFA, he looked after the operations department and was instrumental in launching numerous funds managed by the company. Hassan's latest assignment is as Head of Registrar Services and Operations with ABL Asset Management Company (ABL AMC), subsidiary of Allied Bank Limited. At ABL AMC, he's the central force in supervising registrar services and operations. He plays additional role of handling client queries, working in close coordination with the Business Development Department.

Mr. Naresh Kumar, ACCA, CFA
Manager Product Development

Mr. Kumar has joined ABL AMC in February 2016 as a Manager Product Development. He has more than six years of diversified experience of investment management, financial advisory and wealth management. Prior to joining ABL AMC, he was working with Magnus Investment Advisors Limited where he spearheaded various departments including the Portfolio Management Department. He holds Bachelors in Commerce from Karachi University and is the member of Association of Chartered Certified Accountants and CFA Charter holder.

Mr. Muhammad Hassan Wali
Head of Information Technology

Hassan Wali joined ABL Asset Management Company Limited as Manager of Information Technology in May 2008. He holds a Master's of Science in Information Technology. Prior to join ABL AMC, Mr. Wali worked at Atlas Asset Management for three years. His IT exposure includes extensive experience spanning over 13 years in Software Development, Business Intelligence, Database Administration, IT planning , Budgeting, Infrastructure designing , Disaster Recovery, implementing ISO 27001 and implementing projects and procedure from conceptual stage to live systems

Dileep Kumar Maheshwari
Head of Research

Dileep Kumar is Head of Research at ABL AMC. Mr. Dileep has over 5 years' of working experience in the area of equity research, financial modelling, investment analysis, investment advisory and core banking. He has been with ABLAMC since 2013 and has

conducted research on a variety of industry sectors. Prior to joining ABL AMC, he has associated with Bank Al Habib Limited as management trainee officer. Mr. Dileep holds an MBA in Finance and currently pursuing CFA.

**Asif Mobin
Fund Manager**

Asif Mobin joined ABL Asset Management Ltd in June 2016 as a Fund Manager Equity Funds. He has over 17 years' experience of managing investment portfolios. Prior to ABL Asset, his last assignment was as the Head of Business Development & Research in Global Securities Pak Ltd. He also worked as a Senior Fund Manager - Equity Funds in Al - Meezan Investment Management Limited, the largest Shariah compliant asset management company in Pakistan. He also served at UBL Fund Managers and HBL Asset Management as Fund Manager – Equity Funds. Mr. Asif started his career from Bank Alfalah Ltd as an Equity Dealer. Furthermore, he also served as a IC member in AKUH Foundation representing HBL Asset Management.

**Faizan Saleem
Fund Manager**

Faizan is involved in Portfolio & Investment Management at ABL Asset Management Company (ABL AMC). He joined ABL AMC in 2010 as a Senior Dealer Fixed Income Funds and has more than 6 years of investment experience. He is an MBA in Finance from SZABIST and has passed CFA Level II examination. Before joining ABL AMC, he was associated with UBL Fund Managers for 2 years as an Assistant Manager - Fixed Income Funds where he was the member of core investment team. Prior to UBL Funds, he worked with Akhai Capital Management as a Foreign Exchange Inter bank trader. Currently, he is looking after ABL Government Securities fund (ABL- GSF), ABL Income Fund (ABL IF) and ABL Cash Fund (ABL CF) as a fund manager. He is also responsible for assessment and construction of fixed income discretionary portfolios managed by ABL AMC.

3.4 Performance of Listed Associated Companies:

The performance of Allied Bank Limited (parent company of ABL AMC) over the last five years is as follows:

Years	2015	2014	2013	2012	2011
Net Total Assets (PKR in bn)	991.67	842.27	734.20	633.71	515.92
Equity (PKR in bn)	89.26	80.89	61.20	52.03	43.53
ROE (%)	23.36%	25.94%	29.96%	28.44%	29.40%
EPS (PKR)	13.20	13.11	12.79	10.17	8.96
Stock Dividend (%)	-	-	10%	10%	10%
Cash Dividend (PKR)	7	6.5	5.25	6.5	5

3.5 Existing Schemes under Management and their performance

ABL Islamic Dedicated Stock Fund (ABL ISF) is the ninth Fund being launched from ABL AMC's platform. ABL AMC is currently managing ABL Income Fund, ABL Stock Fund, ABL Cash Fund, ABL Islamic Income Fund, ABL Government Securities Fund, ABL Financial Planning Fund, ABL Islamic Financial Planning Fund, ABL Pension Fund and ABL Islamic Pension Fund which have received excellent response from the market. All funds have an impeccable track record and have shown strong growth since launch. ABL AMC further intends to launch more open-ended schemes in the future as well as

manage discretionary funds. It has already acquired the requisite resources, facilities and systems. ABL AMC comprises of a dedicated team of professionals who have relevant experience.

Existing Funds under Management

Details of Performance of Schemes under Management

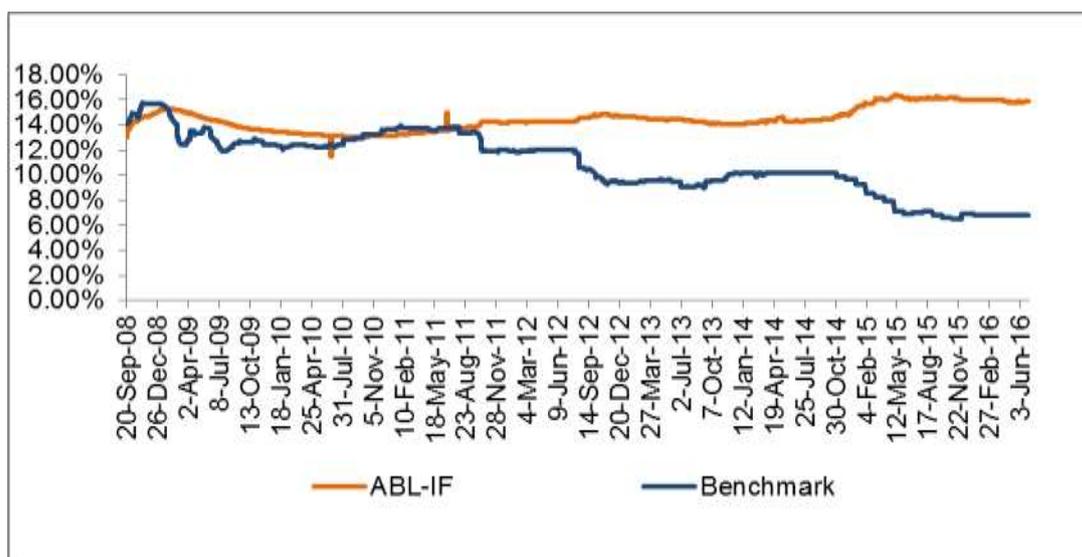
ABL Income Fund (ABL-IF)

ABL-IF, an open end fixed income fund was launched on September 20, 2008 with an Initial fund size of Rs.1.84 billion. Since its inception ABL-IF AUM grew by 101% to Rs. 3.7 billion as on October 31, 2016. The Fund has a low risk profile having low exposure in corporate debt instruments. The fund's portfolio primarily consists of placements with good rated banks/DFIs, investments in short term sovereign debt instruments and banking TFCs.

Launch Date	20-Sep-08
Nature of Fund	Open End
Category	Income fund
Trustee	CDC Pakistan Ltd
Net Asset Value	Rs.3,719 million *
Par Value per Share	Rs.10.00/-
N.A.V. per Share	Rs. 10.1793/- (Ex-Dividend)*
Listing	Karachi Stock Exchange
Benchmark	6-Month KIBOR
Rating	'A+(f)' by JCR – VIS

*As of October 31, 2016

Date	30-Jun-12	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	10.0289	10.0098	10.0409	10.0259	10.0292
Distribution (PKR/unit)	1.1138	0.9734	0.7631	1.437	0.7171
Net Assets (PKR,000)	3,784,263	2,477,00	1,682.00	1,953,420	3,734,480



ABL Stock Fund (ABL-SF)

ABL-SF, an open end equity fund, was launched on June 28, 2009 with an Initial fund size of Rs.361.2 million. The Scheme has a high risk profile having direct exposure to the stock market. The Scheme’s portfolio primarily consists of quality blue-chip stocks and short term sovereign debt instruments.

Launch Date	June 28th , 2009
Nature of Fund	Open End
Category	Equity
Trustee	CDC Pakistan Ltd
Net Asset Value	Rs.4,875.17 mn *
Par Value per Share	Rs.10.00/-
N.A.V per Share	Rs.15.6290/- *
Listing	Karachi Stock Exchange
Benchmark	KSE-100 index
Rating (Based on average Five years performance)	MFR 4-Star (JCR-VIS) Based on Five Year Weighted average ranking

*As of October 31, 2016

Date	30-Jun-12	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	10.2491	15.975	11.4246	13.5337	14.3985
Distribution (PKR/unit)	2.4077	5.327	4.2571	1.000	0.4633
Net Assets (PKR,000)	255,749	783,390	1,114,210	2,256,490	3,193,820



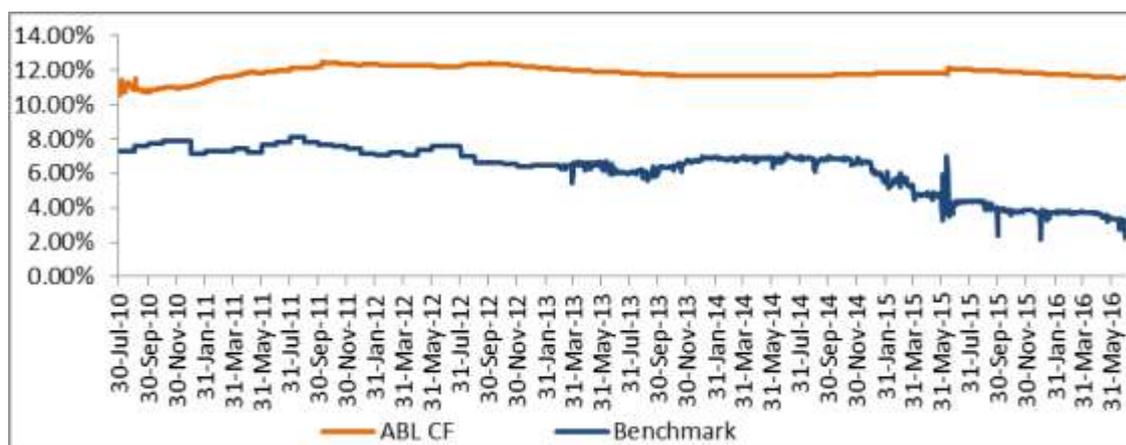
ABL Cash Fund (ABL-CF)

ABL-CF, an open end money market fund was launched on July 30, 2010 with an Initial fund size of Rs.1.78 billion. Since its inception ABL-CF AUM grew by 143% to Rs.4.34 billion as on October 31, 2016. The Fund has a low risk profile due to its low duration and investment in high quality assets. The fund’s portfolio primarily consists of placements with good rated banks/DFIs and investments in short term sovereign debt instruments.

Launch Date	30-Jul-10
Nature of Fund	Open End
Category	Money market
Trustee	CDC Pakistan Ltd
Net Asset Value	Rs. 4,338.12 million *
Par Value per Share	Rs.10.00/-
N.A.V. per Share	Rs. 10.2151/- (Ex-Dividend)*
Listing	Karachi Stock Exchange
Benchmark	30%-Average of 3 Month Bank Deposit Rate & 70%- 3M PKRV
Rating	‘AA(f)’ by JCR – VIS

*As of October 31, 2016

Date	30-Jun-12	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	10.0247	10.0077	10.0247	10.0203	10.0256
Distribution (PKR/unit)	1.0739	0.8955	0.772	0.9422	0.5738
Net Assets (PKR,000)	16,385,230	13,952,627	15,395,720	6,351,790	2,602,900



ABL Islamic Income Fund (ABL-IIF)

ABL-IIF, an open end Islamic money market fund was launched on July 30, 2010 with an Initial fund size of Rs.401 million. Since its inception ABL-IIF AUM grew by 11 times to Rs.4,415.67 million as on October 31, 2016. The fund has been converted from money market fund to fixed income fund effective from October 01, 2011 to augment returns for unit holders.

Launch Date	30-Jul-10
Nature of Fund	Open End
Category	Islamic income fund
Trustee	CDC Pakistan Ltd
Net Asset Value	Rs. 4,415.67 million *
Par Value per Share	Rs.10.00/-
N.A.V. per Share	Rs. 10.2074/- (Ex-Dividend)*
Listing	Karachi Stock Exchange
Benchmark	Average of 6 Month Deposit rates of 3 Islamic Banks selected by MUFAP
Rating	A+(f) (JCR-VIS)

*As of October 31, 2016

Date	30-Jun-12	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	10.0245	10.0086	10.0253	10.0282	10.0175
Distribution (PKR/unit)	1.0498	0.9081	0.8423	0.8662	0.5946
Net Assets (PKR,000)	1,059,763	1,172.06	1,270,260	1,832,420	3,276,640



ABL Government Securities Fund (ABL-GSF)

ABL-GSF, an open end Income fund was launched on November 30, 2011 with an Initial fund size of Rs.800 million. Since its inception ABL-GSF AUM grew by 10 times to Rs.8.2 billion as on October 31, 2016. The fund's portfolio primarily consists of placements with good rated banks/DFIs and investments in sovereign debt instruments.

Launch Date	30-Nov-11
Nature of Fund	Open End
Category	Income fund
Trustee	CDC Pakistan Ltd
Net Asset Value	Rs. 8,118.5 million *
Par Value per Share	Rs.10.00/-
N.A.V. per Share	Rs. 10.1593/- (Ex-Dividend)*
Listing	Karachi Stock Exchange
Benchmark	6 Months PKRV rates
Rating	A(f) (JCR-VIS)

*As of October 31, 2016

Date	30-Jun-12	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	10.0246	10.0095	10.0412	10.0324	10.0424
Distribution (PKR/unit)	0.5888	1.1385	0.8506	1.5242	0.7935
Net Assets (PKR,000)	34,838,356	1,839,434	4,394,901	9,185,360	9,496,240



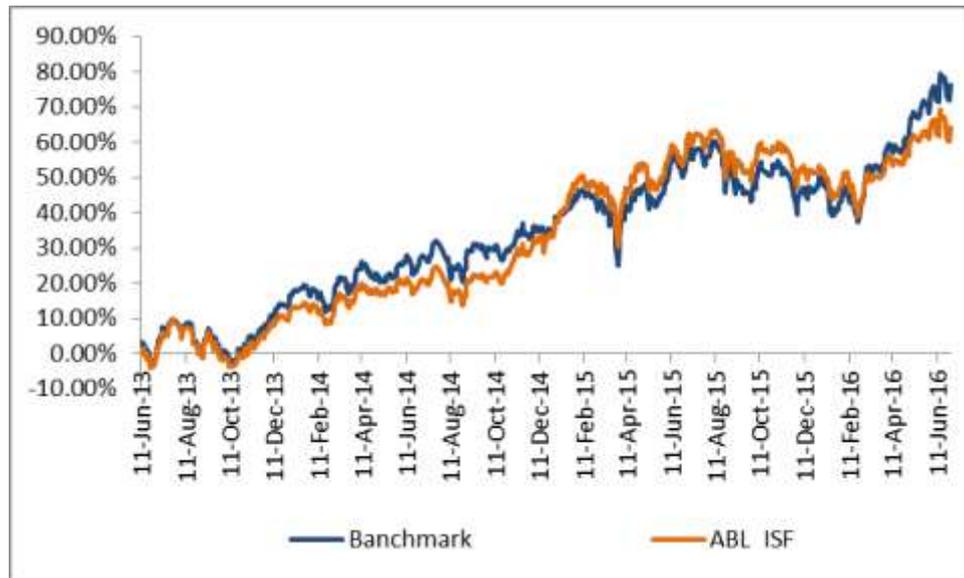
ABL Islamic Stock Fund (ABL-ISF)

ABL-ISF, an open end Income fund was launched on June 12, 2013 with an Initial fund size of Rs.643 million. Since its inception ABL-ISF AUM grew by 349% to Rs.2.9 billion as on October 31, 2016. The fund's portfolio primarily consists of investments in Shariah compliant equity instruments.

Launch Date	12-Jun-13
Nature of Fund	Open End
Category	Islamic Equity
Trustee	MCB Financial Services Limited
Net Asset Value	Rs. 2,881.99 million *
Par Value per Share	Rs.10.00/-
N.A.V. per Share	Rs. 14.4635*
Listing	Karachi Stock Exchange
Benchmark	KMI-30 index
Rating (Based on One year weighted Average)	MFR 4-Star (JCR-VIS)

*As of October 31, 2016

Date	30-Jun-13	30-Jun-14	30-Jun-15	30-Jun-16
NAV (PKR/unit)	9.6762	10.4246	12.9589	13.5911
Distribution (PKR/unit)	Nil	2.0909	0.5	0.0898
Net Assets (PKR,000)	643	1,727,560	2,645,580	2,525,410



3.6 Role and Responsibilities of the Management Company

The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations directives, circulars and guidelines issued by SECP, Shariah Advisor and this Deed and the Offering Document.

The Fund is based on the Shariah principals of “Wakala”, in which the Management Company shall manage, operate and administer the Scheme and Fund Property in the interest of the Principal (Unit Holders) in good faith, and to the best of its ability

3.6.1 Administration of the Scheme

The Management Company shall administer the Scheme in accordance with the Rules, the Regulations, the Deed and this Offering Document, directives of the Shariah Advisor and the conditions (if any), which may be imposed by the Commission from time to time.

3.6.2 Management of Fund Property

The Management Company shall manage the Fund Property in a manner that ensures Shari’ah compliance and good faith in the interest of the Unit Holders, to the best of its ability and without gaining any undue advantage for itself or any of its Connected Persons and group companies or its officers, and subject to the restrictions and limitations as provided in the Deed and the Rules and Regulations. Any purchase or sale of investments made under any of the provisions of the Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of the Deed or the Rules and Regulations. The Management Company shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to elements or circumstances beyond its reasonable control.

The Management Company shall comply with the provisions of the Regulations, the Deed and this Offering Document of the Scheme for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any officer(s) or responsible official(s) of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of the Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its

own acts and omissions and shall account to the Trustee for any loss in value of the Trust Property where such loss has been caused by willful act and / or omission or of its officers, officials or agents.

3.6.3 Appointment of Distributors

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) locally or internationally. The Management Company may also itself act as a Distributor for carrying on Distribution Functions and updated list of distributors would be available on official website of the Management Company.

The Management Company shall ensure, where it delegates the Distribution Function, that:

- (a) the Distributors to whom it delegates, have acquired registration with the Mutual Funds Association of Pakistan (MUFAP) as registered service providers and are abiding by the code of conduct prescribed by the Association; and
- (b) the written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information

3.6.4 Appointment of Investment Facilitator

The Management Company may, at its own responsibility & cost, from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An update list of investment facilitators appointed by the Management Company shall be made available at all times on the websites of the Management Company.

The Management Company shall ensure, where it appoints the investment facilitator, that:

- a. the investment facilitator have acquired registration with the Mutual Funds Association of Pakistan (MUFAP) as registered service providers and are abiding by the code of conduct prescribed by the Association; and
- b. the written contract with the Investment facilitator clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information

3.6.5 Maintenance of Accounts and Records

The Management Company shall maintain at its principal office, complete and 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 the Scheme, all transactions for the account of the Scheme, amounts received by the Scheme in respect of issue of Units, payments made from the Scheme on redemption of the Units and by way of distributions and payments made at the termination of the Scheme. The Management Company shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.

The Management Company shall ensure that no entry and exit from the Scheme (including redemption and re-issuance of Units to the same Unit Holders on different NAVs) shall be allowed other than the following manners, unless permitted otherwise by the Commission under the Regulations:

- (a) cash settled transaction based on the formal issuance and redemption requests
- (b) net off issuance and redemption transaction at same net asset value when redemption request is ready to disburse and rank at the top in the list of pending redemption requests (if any).

The Management Company shall clearly specify Cut-Off Timings (for acceptance of application forms of issuance, redemption, and conversion of Units of the Scheme) in this Offering Document, on its web site and at designated points. Such Cut-Off Timing shall uniformly apply on all Unit Holders.

The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.

3.7 Maintenance of Unit Holders Register

- 3.7.1 A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.
- 3.7.2 The office of the Transfer Agent is located at 11-B, Lalazar, MT Khan Road, Karachi, where Register of Unit Holder will maintain.
- 3.7.3 Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.

3.8 Disclaimer

The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations and the Constitutive Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of the Constitutive Documents, the Management Company shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.9 Role of the Trustee

- The trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Deed and the Offering Document.
- 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 Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other communication is required to be given by the Management Company, the Trustee may accept as sufficient

evidence thereof:

- 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 software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)
- The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure
 - 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 replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.9.1 Obligations under Regulations and Constitutive Document

The Trustee shall perform all the obligations entrusted to it under the Regulations, circulars, directives, the Deed and this Offering Document and discharge all its duties in accordance with the Rules, Regulations, the Trust Deed and this Offering Document. Such duties 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 under intimation to the Management Company. Provided that the Trustee shall be responsible for the willful 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 Trust for any loss in value of the Fund Property where such loss has been caused by negligence or any reckless willful act or omission of the Trustee or any of its attorney (ies), or agents.

3.9.2 Custody of Assets

The Trustee has the responsibility for being the nominal owner and for the safe custody of the assets of the Fund on behalf of the beneficial owners (the Unit Holders), within the framework of the Regulations, the Trust Deed and Offering Document issued for the Fund.

3.9.3 Investment of Fund Property at direction of Management Company

The Trustee shall invest the Fund Property from time to time at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in the Deed, this Offering Document(s), the Regulations, circulars, directives and the conditions (if any) which may be imposed by the Commission from time to time.

3.9.4 Carrying out instructions of the Management Company

The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Fund Property unless such instructions are in conflict with the provisions of the Deed, this Offering Document(s), the Regulations, the Circulars and Directives of SECP or any other applicable law.

3.9.5 Liabilities of the Trustee

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Regulations and/or the Deed, nor shall the Trustee (save as herein otherwise provided) be liable for any act or omission of the Management Company or for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Fund Property. If for any reason it becomes impossible or impracticable to carry out the provisions of the Deed the Trustee 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. The Trustee shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control.

3.10 Disclaimer

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and Regulations and the Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Trust Property. If for any reason it becomes impossible or impracticable to carry out the provisions of the Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.11 Shari'ah Advisor

Management Company, at its own expense, has appointed Al-Hilal Shariah Advisors (formerly; Fortune Islamic Services (Private) Limited) as the Shari'ah Advisor for the Fund. Mufti Irshad Ahmed is the designated Shari'ah expert looking at the fund and his profile is attached as Annexure E in the Offering Document.

The Shari'ah Advisor shall be appointed under intimation to the Trustee for a period of three years, but may be reappointed on completion of the term. The Management Company may at any time, with prior notice to the Trustee and intimation to the Commission, terminate the Agreement with the Shari'ah Advisor by giving a notice as per the Agreement with the Shari'ah Advisor, before the completion of the term, and fill the vacancy with the approval of the Commission and the Trustee. Furthermore, the agreement entered into for the appointment of the Shariah Advisor shall be furnished to the Commission.

3.11.1 Duties and Responsibilities of Shari'ah Advisor

The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties.

The Shariah Advisor shall do the research as appropriate on the criteria followed by Islamic Unit Trusts all over the world for the purpose of screening of investments. The Shariah Advisor will then decide as to which screening criteria are relevant to be used in

the context of Pakistan's capital markets and the instruments available therein, and which need to be modified/added/deleted.

The Shariah Advisor shall provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company to ensure the Fund is Shari'ah Compliant.

The Shariah Advisor has certified that Investment Policy of the Trust is compliant with the requirements of Shari'ah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shariah acceptability of the Investment Policy, permission for necessary amendments of the Deed may be sought from the Commission.

The Shari'ah Advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shari'ah, and will recommend to the Management Company the criteria for selecting the charities to whom such sums shall be donated, subject to the condition that such charity organization is not related to the Shari'ah Adviser, Management Company or any of their employees.

At the end of each bi-Annual Accounting Period or such other interval as the Commission may require, the Shari'ah Advisor shall issue a Shari'ah compliance certificate, to the effect that all the business activities, investments and operations of the preceding year's or past operations of the Fund are in conformity with principles of Shariah. This report shall be included in the Annual reports or such other required reports of the Fund.

3.12 Transfer Agent/Registrar Services

The Management Company will perform duties as the Transfer Agent/Registrar Services of the Fund until any further notice and intimation to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

3.13 Custodian

MCB Financial Services Limited will be performing the functions of the custodian of the Trust Property. The salient features of the custodial function are:

- a. Segregating all property of the Fund from Custodian's own property and that of its other clients.
- b. Assuring the smooth inflow/outflow of dematerialized securities and such other instruments as required.
- c. Ensuring that the benefits due on investments are received and credited to the Fund's account.

The Trustee may, in consultation with the Management Company, from time to time, appoint, remove or replace one or more Custodian(s) for performing the Custodian Function at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee and agreed by the Management Company for the safe keeping of any portion of the Trust Property.

3.14 Distributors/Facilitators

- 3.14.1 Parties detailed in Annexure C of this Offering Document have each been appointed as Distributors to perform the Distribution Functions at their Authorized Branches. The addresses of these branches are given in Annexure C of this Offering Document; these branches may be increased or decreased by the Management Company from time to time. The Management Company may, from time to time, appoint additional Distributors (if they fulfill the requirement of regulations) or terminate the arrangement with any Distributor and intimate the Trustee and Commission accordingly. The Management Company may itself perform the functions of a Distributor either directly or through sub-distributors.
- 3.14.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holders, including receiving applications for change of address or other particulars or applications for issuance of duplicate certificates, requests for income tax exemption or Zakat exemption, etc. for immediate transmission to the Management Company or Transfer Agent as appropriate for further action. The Management Company shall remunerate the Distributors out of its resources and/or from Sales Load.
- 3.14.3 The Management Company may, at its sole discretion, from time to time, appoint Investment Facilitators (Facilitators). The Facilitators' function is to identify, solicit and assist investors in investing in the Fund. The Management Company shall remunerate the Facilitators out of its resources and/or from Front-end Load.

3.15 Auditors -

A. F. Ferguson & Co.

Chartered Accountants

3rd Floor, State Life Building – 1 Karachi

- 3.15.1 They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Ordinance, as amended from time to time. The appointment of Auditor and contents of the Auditor's report shall be in accordance with the provisions of the Rules and Regulations.
- 3.15.2 The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Transfer Agent or elsewhere and shall be entitled to require from the Management Company, Trustee and their Directors, Officers and Agents such information and explanations as considered necessary for the performance of audit.
- 3.15.3 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.
- 3.15.4 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' Funds and on every other document forming

part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

3.15.5 The contents of the Auditors report shall be as mentioned in the Regulations.

3.16 Legal Advisors

M/s. Ijaz Ahmed & Associates

Suit # 7, 11th Zamzama Street, Phase-V, DHA, Karachi

3.17 Bankers

1.	Albaraka Bank (Pakistan) Limited
2.	Allied Bank Limited – Islamic Bank Division
3.	Askari Bank Limited – Islamic Bank Division
4.	Bank Alfalah Limited – Islamic Bank Division
5.	Bank AI-Habib Limited – Islamic Bank Division
6.	Bank Islami Pakistan Limited
7.	Burj Bank Limited
8.	Deutsche Bank AG – Islamic Bank Division
9.	Dubai Islamic Bank Pakistan Limited
10.	Faysal Bank Limited – Islamic Bank Division
11.	Habib Bank Limited – Islamic Bank Division
12.	Habib Metropolitan Bank Limited – Islamic Bank Division
13.	JS Bank Limited – Islamic Bank Division
14.	MCB Bank Limited – Islamic Bank Division
15.	Meezan Bank Limited
16.	National Bank of Pakistan – Islamic Bank Division
17.	NIB Bank Limited – Islamic Bank Division
18.	Samba Bank Limited – Islamic Bank Division
19.	Sindh Bank Limited – Islamic Bank Division
20.	Soneri Bank Limited – Islamic Bank Division
21.	Standard Chartered Bank (Pakistan) Limited – Islamic Bank Division
22.	Summit Bank Limited – Islamic Bank Division
23.	The Bank of Punjab – Islamic Bank Division
24.	United Bank Limited – Islamic Bank Division
25.	Zarai Taraqati Bank Limited – Islamic Bank Division

In addition, the Management Company may appoint any other Banks. The Trustee shall operate the accounts on instruction from the Management Company.

3.18 Shariah Compliant Bank Accounts

- a) The Trustee, at the request of the Management Company, shall open Bank Account(s) titled “**MCBFSL Trustee ABL Islamic Dedicated Stock Fund**” for the Unit Trust at designated Islamic Banks or Islamic window of Conventional Banks inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust’s Funds.

- b) The Management Company may also require the Trustee to open Bank Account(s) as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders
- c) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund. All income, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
- d) The amounts received from the Investors before the Initial Period shall be deposited in a Bank Account of the Fund and any income, profit etc earned and/or accrued on the investments of that amount up to and including the day before the opening of Initial Period shall not form part of the Trust Property and shall be paid by the Management Company or the Trustee to those Investors participated before the Offering Period, either in cash or in additional Units as selected by those Investors, in proportion of their investments.
- e) The Trustee shall, if requested by the Management Company at its discretion also open a separate Account designated by the Management Company at designated Islamic Banks or Islamic window of Conventional Banks. These account(s) may be used for the purpose of collection of sale proceeds, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Such account(s) may also be used for temporary parking for the purpose of redemption. Provided however, in relation to the other unit trusts managed by the Management Company mentioned above, there are similar provisions in the trust deeds of such Funds. Such accounts shall be in the title of “**MCBFSL Trustee ABLAMC Funds**”.

3.19 Disposal of Haram Income:

Any haram income earned in the investment process shall be purified by means of charity. The calculation methodology of haram income shall be performed by the Shariah advisor according to the Shariah guidelines and the charity amount shall be verified and approved by the Shari’ah advisor.

3.20 Rating of the Scheme

The Management Company will be obliged to obtain a rating of the Scheme, once the Scheme becomes eligible for rating as per the criteria of the rating agency, and such rating shall be updated at least once every Financial Year and also published in the annual and quarterly reports of the Scheme as well as on the Management Company’s website.

3.21 Minimum Fund Size

The minimum size of an open end scheme shall be one hundred million rupees at all times during the life of the scheme. In case of after the initial public offering or subsequently at any time if the size of open end scheme falls below that minimum size of one hundred million rupees, the asset management company shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for conservative ninety (90) days the asset management company shall immediately intimate the grounds to the commission upon which it believes that the scheme is still commercially viable and its objective can still be achieved.

4. CHARACTERISTICS OF UNITS

4.1 Units

All Units and fractions thereof represent an undivided share in the Fund and rank pari passu as to their rights in the net assets, earnings, and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Fund proportionate to the Units held by such Unit Holder. For the convenience of investors, the Management Company may issue Units with different options for different arrangements as chosen by the investor from time to time, after seeking prior approval of the Commission and amending the Offering document.

4.2 Classes of Units -

- (a) Class "A" Units issued to the Investors participated before the Initial Period with no Front-end Load.
- (b) Class "B" Units being offered and issued during Initial Offer of Period with no Front-end Load.
- (c) Public Offering will be made with Class "C" Units, which shall be offered and issued after the Initial Period, with no Front-end Load. Class "D" (re-investment of Cash Dividend) are the Units, which will issued to the Unit Holders in case of reinvestment of any Cash Dividends announced from time to time, net of any applicable taxes. These units shall not be charged with any Front-end Load.

4.4 Purchase and Redemption of Units

- (a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in of this Offering Document.
- (b) Units are issued after realization of subscription money
- (c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (d) The Management Company may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of Funds or to meet any regulatory requirements.

4.5 Procedure for Purchase of Units

4.5.1 Who Can Apply?

Only Fund-of-Funds schemes managed by ABL Asset Management Limited may submit applications for the Purchase of Units of the Fund.

4.5.2 How can Units be purchased?

Account Opening Procedure

The procedure given below is designed for paper-based transactions. The Management Company at a later date after seeking approval of the Commission may introduce electronic/Internet based options for the transactions.

- (a) Before purchasing Units of the Fund an investor must open an account with Management Company using the Account Opening Form (ABLAMC-01) attached to this Offering Document.
- (b) In case of a Fund of Funds scheme, the following documents would be required:
 - (i) Duly certified copy of the / Trust Deeds/ Byelaws or rules and regulations;
 - (ii) Duly certified copy of power of attorney and/or relevant resolution delegating any of its officers to invest the Funds and/ or to realize the Investment and;
 - (iii) Duly certified copy of the Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.
- (c) In case of existing Unit Holders, if any of the documents (in a-c above) have previously been submitted with the Management Company and/or Transfer Agent, fresh submission of documents will not be required provided that submitted documents are acceptable to Management Company. However, the account number must be provided to facilitate linking.

Any change of name or address of any unit holder as entered in the Register shall forthwith notified in writing by relevant unit holder to the distributor company or transfer agent.
- (d) The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- (e) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the meanwhile the application will be held in abeyance for fifteen days and in the event the discrepancy is not removed in the said fifteen days, the amount will be refunded without any interest or mark-up. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.
- (f) The Investor Account Opening Form can be lodged with any Distributor or directly lodged with the Management Company. No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- (g) The Management Company will make arrangements, from time to time, for receiving Account Opening Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.5.3 Joint Application

Joint application shall not be allowed in this Fund.

4.5.4 Purchase of Units

- (a) After opening an account an account holder may purchase Units of the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.

- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "Account Payee only" as specified below;
- Demand draft or Pay order in favor of **MCBFSL Trustee ABL Islamic Dedicated Stock Fund**
 - Online transfer to Bank Account(s) of **MCBFSL Trustee ABL Islamic Dedicated Stock Fund**
 - Cheque (account payee only marked in favor of **MCBFSL Trustee ABL Islamic Dedicated Stock Fund**)
- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be validly issued by Distributors.
- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company will make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.5.5 Minimum Amount of Investment

Initially Units shall be issued at Par Value of **Rs 10/-** with a minimum investment size of **Rs.1,000/-** (Rupees One Thousand only) and thereafter the minimum amount for investment would be of **Rs. 500/--** (Rupees Five Hundred only) per transaction, at applicable NAV or purchase price, other than reinvestment of Dividend and Bonus Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively.

4.5.6 Determination of Purchase (Public Offer) Price

- (a) Units offered during the Initial period will be as specified in clause 1.9.
- (b) After the Initial Period, the Purchase (Offer) Price for the Unit offered through Public Offering, shall be determined from time to time pursuant to the Sub clause (c) hereafter and shall be announced by the Fund for Dealing Days during the period when the Fund is open for subscription.
- (c) The Purchase (Offer) Price shall be equal to the sum of:

- (i) The Net Asset Value as of the close of the Business Day (Forward pricing);
- (ii) Any Front-end Load as disclosed in this Offering Document.
- (iii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
- (iv) Such amount as the Management Company may consider an appropriate provision for Transaction Costs.
- (v) Such sum shall be adjusted upward to the nearest paisa.

If such price exceed or falls short of the current value of the underlying assets by more than five percent based on information available, the assets Management Company shall defer dealing and calculate a new price and this new price would be applicable for dealing of units.

- (d) The Purchase (Offer) Price so determined shall apply to purchase requests, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which the completely and correctly filled purchase of Units application form is received.
- (e) The Purchase (Offer) Price determined by the Management Company shall be made available to the public at the office and branches of the Distributors and will also be published daily on the Management Company's and MUFAP's website.

4.5.7 Allocation/ Issue of Units

- (a) The Purchase Price determined shall apply to all Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.
- (b) Units will be allocated at the Purchase Price as determined in clause 4.5.6 above. and issued after realization of Funds in the bank account of the Fund.
- (c) The Transfer Agent shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.
- (d) In case the Management Company announces a suspension of further issue of Units of Fund, it may allow existing Unit Holder to continue acquiring Units out of any dividend declared on the Units held.

4.5.8 Issuance of Physical Certificates

- (a) Unit Certificates will be issued only if requested by the Unit Holder.
- (b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of **Rs.50/-** per Certificate or any other amount as determined by the Management Company from time to time.
- (c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder.

- (d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.
- (e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.

4.5.9 Replacement of Certificates

- (a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- (b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- (c) Each new issue of Certificates will require payment of **Rs.50/-** per Certificate, subject to revisions of fee from time to time by the Management Company.

4.5.10 Issuance of Units in Book Entry form in CDS

Unit Holder may obtain Units in Book Entry form in CDS. The Issuance of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

4.6 Procedure for Redemption of Units

4.6.1 Who Can Apply?

Only Fund-of-Funds schemes managed by ABL Asset Management Limited may submit applications for the redemption of units of the Fund.

4.6.2 Redemption Application Procedure

- 4.6.2.1 Request for Redemption of Units shall be made by completing the prescribed redemption form and the same is received at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company.
- 4.6.2.2 The Management Company may redeem only part of the Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.
- 4.6.2.3 The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 4.6.2.4 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by Management Company or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.
- 4.6.2.5 The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.
- 4.6.2.6 If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.
- 4.6.2.7 The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.
- 4.6.2.8 The amount payable on redemption shall be paid to the Unit Holder by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form within six Business Days from the date of presentation of the duly completed Redemption form, electronic or otherwise, at the Authorized Branch or office of the Distributor or the Management Company.
- 4.6.2.9 No Money shall be paid to any intermediary except the Unit Holder or his authorized representative.

4.6.2.10 The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the Commission.

4.6.2.11 The receipt of the Unit Holders for any amount payable in respect of the Units shall be a good discharge to the Trustee and the Management Company.

4.6.2.12 Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Dealing Days. Where redemption requests on any one Dealing Day exceed ten (10) percent of either the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 4.11.4.

4.6.2.13 On the occurrence of any circumstance specified in the Regulation or the Deed that may require the Fund should be suspended, the Management Company shall suspend the Sale and Redemption of Units and the intimation of suspension shall be made to the Unit Holders, the Trustee and the Commission according to the procedure laid down in the Regulation.

4.7 Redemption of Units in Book Entry form in CDS

Unit Holder may redeem their Units held in Book Entry form in CDS. The Redemption of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

4.8 Determination of Redemption (Repurchase) Price

4.8.1 The Redemption (Repurchase) Price shall be equal to the Net Asset Value as of the close of Business Day (forward pricing) less:

- (a) Any Back-end Load as per the details in this Offering Document; and;
- (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges and other levies etc; and
- (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
- (d) Such sum shall be adjusted downward to the nearest paisa

Level of all back end loads shall be disclosed in the Offering Document. An increase in Back End load will require 90 days prior notice to the Unit Holder or any other period as specified in the Regulations.

4.8.2 The Repurchase (Redemption) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which a correctly and properly filled redemption application is received.

4.8.3 The Redemption Price determined by the Management Company shall be made available for every Dealing day to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company's and MUFAP's website.

4.9 Procedure for Requesting Change in Unit Holder Particulars

4.9.1 Who Can Request Change?

All Unit Holders are eligible to change their Unit Holder details if they so desire. For such change in particulars, a request shall be made via the Special Instructions Form (Form ABL AMC-06). These Forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

4.9.2 Application Procedure for Change in Particulars

(a) Some of the key information which the Unit Holder can change is as follows:

- i. Change in address
- ii. Nominee detail
- iii. Change in Bank Account details
- iv. Account Operating instructions
- v. Frequency of profit payments
- vi. Systemic Conversion Option

Change will not be allowed in Title of account.

(b) Fully completed Special Instructions Form has to be submitted by unit holder This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within Business Hours on a Dealing Day.

(c) The applicant must obtain a copy of the Special Instructions Form signed and duly verified by an Authorized Officer of the Distributor or Management Company.

(d) The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Special Instructions Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.

(e) The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.

4.10 Procedure for Pledge / Lien / Charge of Units

4.10.1 Who Can Apply?

- (a) All Unit Holders are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form (**FORM NO: ABL AMC-05**) as attached in Annexure “D” of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.
- (b) Any Unit Holder (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her/ their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.
- (c) The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.
- (d) Payments of cash dividends or the issue of bonus Units and redemption proceeds of the Units or any benefits arising from the said Units that are kept under lien / charge / pledge shall be paid to the order of the lien / charge / pledge holder’s bank account or posted to the registered address of Pledgee mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledger as per Central Depositories Act.
- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.
- (g) All risks and rewards, including the right to redeem such Units and operate such account, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

4.11 Temporary Change in Method of Dealing, Suspension of Dealing and Queue System

4.11.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.11.2 & 4.11.3, Subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. A permanent change in the method of dealing shall be made after expiry of at least one month’s notice to Unit Holders and with the approval of Trustee.

4.11.2 Suspension of Fresh Issue of Units

The Management Company may, under the following circumstances, suspend issue of fresh Units.

- The situation of Force Majeure as defined in this Offering Document;
- A situation in which it is not possible to invest the amount received against issuance of fresh Units or
- Any other situation in which issuance of fresh Units is, in Management Company's opinion, against the interests of the existing/remaining Unit Holders.

Such suspension may however not affect existing Unit Holders for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of circumstances at the time a suspension of fresh issue is announced. The Management Company shall immediately notify SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Fund's prices are normally published.

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.

Investment application form received on the day of suspension will not be processed and the amount received shall be returned to the investor.

4.11.3 Suspension of Redemption of Units

The Redemption of Units may be suspended during extraordinary circumstances/ Force Majeure.

Redemption requests received on the day of the suspension shall be rejected.

4.11.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company may invoke a Queue System whereby requests for redemption shall be processed on a first come first served basis for up to ten percent (10%) of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and / or arrange financing as it deems fit in the best interest of all Unit Holders and shall determine the redemption price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Dealing Day, such requests shall be processed on basis proportionate to the size of the requests. The Management Company shall provide all redemption requests duly timed and date stamped to the Trustee within 24 hours of receipt of any such request following the queue system. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceed ten percent (10%) of the Units in issue, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the redemption price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units then in issue.

4.11.5 Winding up in view of Major Redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up are likely to result in the Fund being run down to an unsustainable level or it is of the view that the selloff of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible. In case of shortfall, neither the Trustee nor the Management Company shall be liable to pay the same.

5 DISTRIBUTION POLICY

5.1 Declaration of Dividend

The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date / interim period whether to distribute among Unit Holders, profits, available for the distribution at the end of the Accounting Period and shall advise the Trustee of the amount of such distribution per Unit. The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.

The Management Company on behalf of the Scheme shall distribute at least 90% of the accounting income as defined in Clause 63 of NBFC Regulations and Clause 99 of Part I of the Second Schedule of Income Tax Ordinance, 2001.

For the purpose of this Clause the expression “accounting income” means income calculated in accordance with the requirements of International Accounting Standards (IAS) and verified by the auditors

5.2 Determination of Distributable Income

The amount available for distribution in respect of any Accounting Period shall be the sum of all income from which shall be deducted:

- the expenses, as stated in Clause 6.2 of this Offering Document; and
- any taxes of the Fund

All the receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund Property, provided that such amounts out of the sale proceeds of the Investments and all other receipts as deemed by the Management Company to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee upon instructions of the Management Company and shall thereafter cease to form part of the Fund Property..

5.3 Payment of Dividend

All payments for dividend shall be made through payment instruments or transfer of Funds to the Unit Holder’s designated bank account or the charge-holder’s designated bank account in case of lien / pledge of Units as the case may be or through any other mode of payment with the approval of Commission and such payment shall be subject to the Regulations and any other applicable laws.

5.4 Dispatch of Dividend Warrants/Advice

Dividend warrants/advice/payment instruments and/or Account Statements shall be dispatched to the Unit Holders or the charge-holders at their registered addresses.

5.5 Reinvestment of Dividend

The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option.

5.6 Bonus Units

The Management Company may decide to distribute, wholly or in part, the distributable income in the form of stock dividend (which would comprise of the Bonus Units of the Trust) if it is in the interest of Unit Holders. After the fixing of the rate of bonus distribution per Unit, in case of distribution in the form of Bonus Units, the Management Company shall, under intimation to the Trustee, issue additional Units issued in the name of the Unit Holders as per the bonus ratio. The Bonus Units would rank pari passu as to their rights in the Net Assets, earnings and receipt of dividend and distribution with the existing Units from the date of issue of these Bonus Units. The account statement or Unit Certificate shall be dispatched to the Unit Holder within fifteen days of the issue of Bonus Units.

5.7 Closure of Register

The Management Company may close the Register by giving at least seven (7) days notice to Unit Holder provided that the time period for closure of register shall not exceed six (6) working days at a time and whole forty five days in a Financial Year. During the closure period, the sale, redemption, conversion of Units or transfer of Units will be suspended. Notice for closure of register should be published in two newspapers (Urdu and English language) having circulated all over Pakistan.

6 FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

The following fees and charges shall be borne by the Investor:

6.1.1 Front-end Load

Front end Load is a part of Sales Load which may be included in the offer price of the Units. The remuneration of Distributors shall be paid from such Load and if the Front-end Load is insufficient to pay the remuneration of the Distributors, the Management Company shall pay the amount necessary to pay in full such remuneration and no charges shall be made against the Fund Property or the Distribution Account in this respect. Such payments may be made to the Distributors by the Management Company upon the receipt from the Trustee.

The Management Company may at its discretion charge different levels of Load as per Annexure A. Any change in Front-end Load shall be done through an addendum to the Offering Document after seeking prior approval of the Commission.

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

The issue price applicable to Bonus Units issued by way of dividend distribution or issue of Units in lieu of cash distribution shall not include any sales or processing charge.

6.1.2 Back-end Load

Back end Load deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of Units, but Unit Holders within a class shall be charged same level of back end load. Management Company may change the current level of Back-end Load after giving 90 days prior notice to the Unit Holder through newspaper (either Urdu or English Newspaper) and via post and the unit holders shall be given an option to exit at the applicable NAV without charge of back end load as specified in the Regulation.

The current level of Back-end Load is indicated in Annexure B.

6.1.3 Other Charges

Transfer of Units from one owner to another shall be subject to a Processing charge of an amount not exceeding 0 % of the Net Asset Value at the date the request is lodged, which shall be recovered from the transferee. However, the processing charge shall not be payable by successors in the case of inheritance or distribution of the estate of a deceased Unit Holder.

Units issued to an Account holder through conversion from another scheme run by the Management Company shall be issued at a price based on the Net Asset Value on that date.

6.1.4 Expenses borne by the Management Company and the Trustee

The Management Company and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management services provided in accordance with the provisions of the Deed. Neither the Management Company nor the Trustee shall make any charge against the Unit Holders nor against the Trust Property nor against the Distribution Account for their services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Regulations and the Deed to be payable out of Trust Property.

Any cost associated with sales, marketing and advertisement of collective investments schemes shall not be charged to the collective investment schemes

6.1.5 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

The Distribution Company employed by the Management Company will be entitled to a remuneration payable by the Management Company out of its own resources and/or from Front End Load on terms to be agreed between the Management Company and the Distribution Company. The Investment Facilitator/Investment Adviser/Sales Agent employed by the Management Company will be entitled to a remuneration payable by the Management Company out of its own resources.

Distributors located outside Pakistan may, if so authorized by Trustee and the Management Company, be entitled to remuneration (from Management Company's own resources) on terms to be agreed between them and the Management Company, subject to the law for the time being in force.

6.2 Fees and Charges Payable by the Fund

The following expenses shall be borne by the Fund:

6.2.1 Remuneration of the Management Company

The remuneration shall begin to accrue from the close of the Initial Offering Period. In respect of any period other than an Annual Accounting Period, such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in the Annual Accounting Period concerned.

Current level Management Fee is disclosed in **Annexure “B”**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to giving a ninety (90) days prior notice to the unit holders and the unit holders shall be given an option to exit at the applicable NAV without charge of any exit load.

6.2.2 Remuneration of the Trustee

The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure “A”.

The remuneration shall begin to accrue following the expiry of the Initial Period. For any period other than an Annual Accounting Period such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in an Annual Accounting Period concerned. Any upward change in the remuneration of trustee from the existing level shall require prior approval of the Commission.

6.2.3 Formation Costs

All preliminary and floatation expenses of the Fund including expenses incurred in connection with the establishment and authorization of the Fund, including execution and registration of the Constitutive Documents, issue, legal costs, printing, circulation and publication of the Offering Document, and all expenses incurred during and up to the Initial Offering Period subject to a maximum of one per cent of pre-IPO capital of the Fund or Rupees five million, whichever is lower, shall be borne by the Fund subject to the audit of expenses and amortized over a period of not less than five years or within the maturity of the Fund whichever is lower. This cost shall be reimbursable by a collective investment scheme to an AMC subject to the audit of expenses. The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed

6.2.4 Other costs and expenses

The following charges shall also be payable out of the Fund Property

- (i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- (ii) All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee’s name.
- (iii) Legal and related costs incurred in protecting or enhancing the interests of the Unit Holders.
- (iv) Bank charges, financing and financial costs;

- (v) Auditors' Fees and out of pocket expenses.
- (vi) printing costs and related expenses for issuing Fund's quarterly, half yearly and annual reports
- (vii) Fund rating fee payable to approved rating agency.
- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed
- (ix) Fee pertaining to the Fund payable to the Commission.
- (x) Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for management of Fund).
- (xi) Charges and levies of stock exchanges, national clearing and settlement company, CDC charges.
- (xii) Any amount which the Shariah Advisor may declare to be Haram and to be paid to Charity.
- (xiii) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.

The expense ratio of the Fund (excluding Government taxes or such levies including SECP fees) shall not exceed 4%.

7. TAXATION

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of the Fund. This section is for advice only and potential investors should consult their tax experts for their liability with respect to taxation on income from investment in the Fund. This part does not cover tax liability of non-Pakistani resident investors with respect to taxes in their own jurisdiction.

Under the Tax Law in Pakistan, the definition of a public company includes a trust formed under any law for the time being in force. The Fund will be regarded as a public company liable to a tax rate applicable to a public company.

The income of the Fund will accordingly be taxed at the following rates:

- (i) Dividend income
- (ii) Capital Gains Tax as applicable according to the relevant law
- (iii) Return from all other sources / instruments are taxable at the rate applicable to a public company.

7.1.2 Liability for Income Tax if Ninety Percent of Income is distributed

Notwithstanding the tax rates given above, the income from the Scheme will be exempted from tax if 90% or more of the income as defined in Clause 99 of Part I of the Second Schedule of Income Tax Ordinance, 2001, is distributed amongst the Unit Holders as dividend. Further under the provisions of Clause 47 (B) of Part (IV) of the Second Schedule to the Income Tax Ordinance 2001 the Scheme's income from dividend, profit on debt, brokerage and commission is exempt from withholding tax under relevant provision of Law.

7.1.3 Withholding tax

Under the provision of Clause 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from dividend from (Shariah compliant) term finance certificates, Sukuks, return on (Riba free) deposits with banks/financial institutions, return

from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax.

7.1.4 Zakat on Fund

The Fund is Saheb-e-Nisab under the Zakat and Ushr Ordinance, 1980. The balance in the credit of Shariah Compliant Banks and licensed Islamic Banking windows of conventional Banks, or similar account with a bank standing on the first day of Ramzan-ul-Mubarak will be subjected to Zakat deduction @ 2.5%.

7.1.5 Taxation and Zakat on Unit Holders

7.1.6 Taxation on Income from the Fund of the Unit Holder

- a. The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of Unit Holder of the Fund. This section is for advice only and potential investors should consult their tax experts for their liability with respect to taxation on income from investment in the Fund. This part does not cover tax liability of non-Pakistani resident investors with respect to taxes in their own jurisdiction.
- b. Unit Holders of the Fund will be subject to Income Tax on dividend income distributed by the Fund (exemption on distribution out of capital gains is limited to those Funds which are debt or money market Funds and they do not invest in shares).
- c. The tax deducted on dividend at the rates specified above will be the final tax (except for companies) and the payer will be required to withhold the amount of tax at source from payment of dividend except payment to the banking companies.
- d. Capital gain arising from sale/redemption of Units of the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.
- e. Unit Holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.1.7 Tax Credit to Unit Holders

Unit Holders other than a company shall be entitled to a tax credit under Section 62 of the Income Tax Ordinance, 2001, on purchase of new Units

7.1.8 Zakat

Units held by resident Pakistani Unit Holders shall be subject to Zakat at 2.5% of the value of the Units under Zakat and Ushr Ordinance, 1980, (XVII of 1980), except those exempted under the said Ordinance. Zakat will be deducted at source from the redemption proceeds. Above deduction will not be made if Unit Holder provides declaration in due course of time to the Management Company.

7.1.9 Disclaimer

The tax and Zakat information given above is based on the Management Company's tax and Shari'ah Advisor's interpretation of the law which, to the best of the Management Company's understanding, is correct. Investors are expected to seek independent advice so as to determine the tax consequences arising from their investment in the Units of the

Fund. Furthermore, tax and Zakat laws, including rates of taxation and of withholding tax, are subject to amendments from time to time. Any such amendments in future shall be deemed to have been incorporated herein.

8. REPORTS TO UNIT HOLDERS

8.1 Account Statement

The Management Company/Transfer Agent shall send directly to each Unit Holder an account statement each time there is a transaction in the account.

The Management Company/Transfer Agent shall provide account balance and/or account activities through electronic mode to Unit Holder, who opted for such service.

The Unit Holder will be entitled to ask for copies of his account statement on any Dealing Day within Business Hours by applying to the Management Company/Transfer Agent in writing.

8.2 Financial Reporting

- (a) The Management Company shall prepare and transmit the annual report physically in such form and manner as set out in Regulations as amended or substituted from time to time.
- (b) The Management Company shall prepare and transmit quarterly reports physically (or through electronic means or on the web subject to SECP approval) in such form and manner as set out in Regulations as amended or substituted from time to time.

8.3 Trustee Report

The Trustee shall report to the Unit Holder, to be included in the annual and second quarter Financial Reports issued by the Management Company to the Unit Holders, as to whether in its opinion the Management Company has in all material respects managed the Fund in accordance with the provisions of the Regulations, the Constitutive Documents and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

8.4 Shari'ah Review Report

At the end of each bi-Annual Accounting Period or such other interval as the Commission may require, the Shari'ah Advisor shall issue a Shari'ah compliance certificate, to the effect that all the business activities, investments and operations of the preceding year's or past operations of the Fund are in conformity with principles of Shariah. This report shall be included in the Annual reports or such other required reports of the Fund.

8.5 Fund Manager Report

The Management Company shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to the Unit Holders and also made available at their web site latest by 10th of each month.

9. WARNING AND DISCLAIMER

9.1 Warning

a. If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Shari'ah/Legal/ or other financial advisor is advised. The price of the Units of this Fund and the income of this Fund (from which distributions to Unit Holders is made) may increase or decrease.

b. Investment in this Fund is suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

10. DISCLAIMER

10.1 The Units of the Fund are not bank deposits and are neither issued by, insured by, obligation of, nor otherwise supported by SECP, any Government Agency, Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Pre-IPO Investors or any other bank or financial institution. The portfolio of the Fund is subject to market risks and risks inherent in all such investments.

10.2 Fund's target return/ dividend range cannot be guaranteed. Fund's Unit price is neither guaranteed nor administered/managed; it is based on the NAV that may go up or down depending upon the factors and forces affecting the capital markets and interest rates.

11. GENERAL INFORMATION

11.1 Accounting Period / Financial Year of the Fund

Accounting Period means a period ending on and including an accounting date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding accounting period.

Annual Accounting Period means the period commence on 1st July and shall end on 30th June of the succeeding calendar year.

11.2 Inspection of Constitutive Documents

The copies of constitutive documents, such as the Deed and the Offering Document, can be inspected free of charge at the addresses given below, however such documents shall also be available on the web site of the Management Company:

ABL Asset Management Company Limited

11-B, Lalazar, M. T. Khan Road, Karachi

MCB Financial Services Limited

4th Floor, Perdesi House, 2/1 R-Y Old Queens Road Karachi -74200

11.3 Transfer of Management Rights of the Fund

The management rights of the Fund may be transferred to another Management Company upon the occurrence of any of the following events in accordance with the procedure laid down in the Regulation, the Deed and the Directive issued by the Commission;-

- (i) the Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;
- (ii) where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be transferred to another Management Company;
- (iii) If in the opinion of the Commission further management of the Fund by the existing Management Company is detrimental to the interest of the Unit Holders, the Commission may direct the Trustee to transfer the Fund to another Management Company.
- (iv) If the Management Company may retire voluntarily with the prior written consent of the Commission.

11.4 Extinguishment/Revocation of the Fund

The Fund may be extinguished by the occurrence of any of the following events in accordance with the procedure laid down in the Regulation, the Deed and the Directive issued by the Commission;-

- (i) the Fund has reached its maturity date as specified in the Deed;
- (ii) where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be revoked;
- (iii) where the Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;
- (iv) in the opinion of the Management Company the scheme is not commercially viable or purpose of the scheme cannot be accomplished subject to the consent of Trustee;
- (v) 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 of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.
- (vi) on occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Fund to be revoked; and

(vii) where the Commission deems it necessary to revoke the Fund so directs either Trustee or the Management Company in the interest of Unit Holders;

11.5 Procedure and manner of Revocation of the Fund

Revocation of the Fund shall be done in accordance with the procedures and in the manner as mentioned in the Regulations or through circulars / guidelines issued by the SECP from time to time.)

11.6 Distribution of proceeds on Revocation

In case of Revocation of the Fund the Trustee shall according to the procedure laid down in Regulations refund the net proceeds to the Unit Holders in proportion to the number of units held by them.

12. GLOSSARY

Unless the context requires otherwise the following words or expressions shall have the meaning respectively assigned to them:

“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, with the written consent of the Trustee and after obtaining approval from the Commission and the Commissioner of Income Tax may change such date to any other date and such change shall be intimated to the Commission.

“Account Opening / Investment Account Opening Form” means standardized form prescribed by the Management Company to be duly filled by the investors at the time of opening an account with the Fund.

“Accounting Period” means a period ending on and including an accounting date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding accounting period.

“Annual Accounting Period” or **“Financial Year”** means the period commence on 1st July and shall end on 30th June of the succeeding calendar year.

“Asset Management Company” means an asset Management Company as defined in the Rules and Regulations.

“Auditor” means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations.

“Authorized Branches” means those Branches of Distributors or Distribution Companies which are allowed by the Management Company to deal in Units of the Funds managed by the Management Company.

“Authorized Broker” means those Brokers which are authorized to deal in Government Securities.

“Authorized Investments” means Authorized Investments as defined in the clause 2.2.3 of this Offering Document

“Back-end Load” means the charge deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of Units, as specified in this document.

“Bank” means institution(s) providing banking services under the Banking Companies Ordinance, 1962, 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 Pakistan.

“Bank Accounts” means those account(s) opened and maintained for the Trust by the Trustee at Shari’ah compliant Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

“Broker” means any person engaged in the business of effecting transactions in securities for the account of others.

“Business Day” means any day (business hours thereof as specified in the Offering Document) on which local Stock Exchanges and banks are open for normal business.

“Certificate” means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of the Trust Deed.

“Charity” means amount paid by the Management Company out of the income of the Trust to a charitable/welfare organization which is neither related to nor a Connected Person of the Shariah Advisor, Management Company, Trustee, Board of the Management Company or any of their employees, approved by Shariah Advisor, representing income, which is Haram. The list of charitable/welfare organizations along with the amount paid shall be disclosed in the annual report.

“Connected Person” shall have the same meaning as assigned in the Rules and Regulations.

“Constitutive Documents” means the Trust Deed or such other documents as defined in the Regulations.

“Contingent Load” means Load payable by the Unit Holder at actual basis to the extent of loss incurred by fund due to disinvestments if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s) . Any Contingent Load received will form part of the Trust Property.

“Custodian” means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee in consultation with the Management Company to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee, and shall also include the Trustee itself if it provides custodial services for the Fund.

“Cut-Off Time” / “Business Hours” means the day time for dealing in Units of the Fund. The current Cut-Off Timing/Business Hours are mentioned in Annexure “B” of this Offering Document.

“Dealing Day” means every Business Day from Monday to Friday of every week. Units will be available for dealing (purchase, redemption, transfer, switching etc) on Dealing Days during Cut-off Time. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days’ notice in two widely circulated English or Urdu newspapers in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

“DFI” means Development Financial Institution and includes the Pakistan Industrial Credit and Investment Corporation (PICIC), the Saudi Pak Industrial and Agricultural Investment Company Limited, the Pak Kuwait Investment Company Limited, the Pak Libya Holding Company Limited, the Pak Oman Investment Company (Pvt.) Limited, Investment Corporation of Pakistan, House Building Finance Corporation, Pak Brunei Investment Company Limited, Pak-Iran Joint Investment Company Limited, Pak-China Investment Company Limited, and any other financial institution notified under Section 3-A of the Banking Companies Ordinance, 1962.

“Distribution Account” means the Shariah Compliant Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit

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

“Distributor / Distribution Company” means Company(ies), Firm(s), Sole Proprietorship concern(s), individual(s), Banks or any other Financial Institution appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and who are registered with MUFAP as Registered Service Providers. The Management Company may itself also performs the Distribution Function.

“Distribution Function” means the functions with regard to:

- receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- issuing receipts in respect of (a) above;
- interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
- accounting to the Management Company for all: (i) payment instruments received from the applicants for issuance of Units; (ii) payments instruments to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.
- the above functions may be performed electronically, if appropriate systems are in place.

“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 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 of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, but do not include the remuneration payable to the Distribution Company or any Commission payable to agents on sales and redemption of Units or any Commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.

“Exposure” shall have same meanings as provided in the Regulations.

“Federal Government” means the Federal Government of Islamic Republic of Pakistan.

“Financial Institution” means a Bank, Development Finance Institution, Non-Banking Finance Company, Modaraba or an institution registered under relevant laws to provide financial services within or outside Pakistan.

“Financial Sector” shall comprise of the savings and term deposits / certificates/ securities/ instruments issued by the entities of Banking Sector, Financial Services Sector, Life Insurance Sector and Non- Life Insurance Sector as classified by Karachi Stock Exchange and DFIs.

“Force Majeure” means any occurrence or 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 Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes

the performance of the Deed in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

“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 Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of this Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.

“Front-end Load” means the Sales load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as determined by the Management Company.

“Government Securities” includes monetary obligations of the Government or a Provincial Government or a corporation wholly owned or controlled, directly or indirectly, by the Federal Government or a Provincial Government and guaranteed by the Federal Government and any other security as the Federal Government may, by notification in the official Gazette, declare, to the extent determined from time to time, to be a Government Security.

“Holder or Unit Holder” means the investor for the time being entered in the Register as owner of a Unit including investors jointly so registered pursuant to the provisions of the Trust Deed.

“Initial Period” or **“Initial Offering Period”** will start from Monday December 21, 2015. Means a period determined by the Management Company during which Units will be offered as mentioned in clause 1.9 of this Offering Document.

“Initial Price” or **“Initial Offer”** means the price per Unit on the first day of the Initial Period determined by the Management Company.

“Investment” means any Authorized Investment forming part of the Trust Property.

“Investment Facilitators/Advisors” 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 investment facilitator/advisor is not authorized to perform the Distribution Functions. The Management Company shall compensate the Investment Facilitators.

“Investment Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to purchase Units and will be stated in this Offering Document.

“Local Governments” mean all the local / city governments in Pakistan.

“Management Company” is defined in the preamble hereto;

“Net Assets of the Scheme” means the excess of assets over liabilities of the Scheme as specified under Regulations.

“Net Asset Value” or “NAV” means Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.

“Offer Price or Purchase (Public Offer) Price” means the sum to be paid by the investor for purchase of one Unit, such price to be determined pursuant to this document.

“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.

“Online” means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks, fiber links and the like.

“Ordinance” means the Companies Ordinance, 1984.

“Par Value” means the face value of Rs.100/- for a Unit of the Fund.

“Personal Law” means the law of inheritance and succession as applicable to the individual Unit Holder.

“Pledge Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to Pledge his/her Units and will be stated in this Offering Document.

“Profit Distribution Date” means the date on which the Management Company decides to distribute the profits (if any).

“Provincial Governments” mean the Provincial Governments of all four provinces of Pakistan.

“Redemption Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to redeem Units and will be stated in this Offering Document.

“Redemption Price or Repurchase Price” means the amount to be paid to the relevant Holder upon redemption of that Unit, such amount to be determined pursuant to this document.

“Register Function” means the functions with regard to:

- Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;
- Issuing account statements to the Holders;
- Issuing Certificate, including Certificates in lieu of undistributed income to Holders;
- Cancelling old Certificates on redemption or replacement thereof;
- Processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Holders;
- Issuing and dispatching of Certificates;
- Dispatching bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of cash dividends;

- Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
- Maintaining record of lien/pledge/charge; and
- Keeping record of change of addresses/other particulars of the Holders.

“Regular Interval” means monthly, quarterly, half yearly or annual periods.

“Rules” mean Non-Banking Finance Companies (Establishment and Regulation) Rules 2003 as amended from time to time.

“Regulations” mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 and the Schedules and Forms attached to it as amended/replaced from time to time.

“Sales Load” mean Front end load and Back end load and any processing charges or Commission (excluding Duties and Charges) not exceeding three percent of NAV or as may be allowed under the Regulations, which may be included in the offer price of all or certain class of Units or deducted from the NAV in order to determine the Redemption Price of certain classes of Units.

“SECP” or **“Commission”** means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.

“Shariah” means divine guidance as given by the Holy Qur'an and the Sunnah of Holy Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith, including beliefs, practices, rules and principles as per the interpretation of the Shari'ah Advisor of the fund.

“Special Instruction Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to change his/her particulars and will be stated in this Offering Document.

“Stock Exchange” means Stock Exchanges registered under the Securities and Exchange Ordinance, 1969.

“Transaction Costs” means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, 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, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.

“Transfer Agent/Registrar Services” means a company including a Bank that the Management Company shall appoint for performing the Registrar Functions. The Management Company may itself perform the Registrar Function.

“Transfer Form” means a standardized form prescribed by the Management Company to be duly filed by the investor to transfer Units and will be stated in this Offering Document.

“Trust Deed” or **“Deed”** means the Trust Deed of the Fund executed between the Management Company and the Trustee along with all the exhibits appended hereto.

“Trust” or **“Unit Trust”** or **“Fund”** or **“Scheme”** means the Unit Trust constituted by the Trust Deed for continuous offers for sale of Units.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Act and 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 lithography, or other means of visible reproduction. The headings and table of contents are for convenience only and shall not affect the construction of the Trust Deed..

ANNEXURE “A”

MCB Financial Services Limited

Tariff Structure for Trusteeship of Open-end Mutual Fund (Unit Trusts)

The Trustee remuneration shall consist of reimbursement of actual custodial expenses/charges plus the following Tariff:

Net Assets	Tariff
Upto Rupees One Billion	Rs. 0.09% of the Daily Net Assets or Rs. 250,000 p.a whichever is higher
Over Rupees One Billion	Rs. 0.9 million plus 0.065% exceeding one billion

ANNEXURE “B”

Current Level of Front-end and Back Loads Effective from Close of Initial Period

Current Front End Load	0 %
Current Level of Back End Load	Nil
Current Level of Management Fee	2 % p.a.

Cut-Off Time” / “Business Hours

Any day on which local Stock Exchanges and banks are open for normal business in Pakistan

i. Current Cut-off Timing & Business Hours for dealing in Units:

Every Dealing Day – 9:00 am to 4:00 p.m.

ii. Current Cut-off Time for dissemination and announcement of NAV for Each Dealing Day:

Latest by 10:30 a.m. on subsequent Dealing Day

Any change in the Cut-Off Timings/Business Hours including for the month of Ramadan shall be notified to investors/Unit-Holders via the Company’s website.

ANNEXURE “C”

Management Company and Distribution Company

Distribution Network	
BMA Financial Services Limited - www.bmafs.com	
Head Office	Contact Numbers
Level 8, Unitower, I. I. Chundrigar Road, Karachi	UAN #: (92-21) 111-262-111 Fax #: (92-21) 246-4695
Branch Offices	Contact Numbers
<u>Lahore Office:</u> Office # 2, Level 2, Zohra Heights, 19-E, Main Market, Gulberg-II, Lahore	Tel #: (042) 357-88416-20 Fax #: (92-42) 357-88412
<u>Islamabad Office:</u> 104, 1st Floor, 82-East, Mohammad Gulistan Khan House, Fazel e Haq Road, Blue Area, Islamabad	Tel #: (92-51) 280-2351-2 & 4 Fax #: (92-51) 280-2356
Vector Consulting (Pvt.) Limited - www.vector.com.pk	
Head Office	Contact Numbers
Suite No. 1011-13, 10th Floor, Saima Trade Towers, Tower B, I. I. Chundrigar Road, Karachi	Tel #: (92-21) 3227-5175-90 Fax #: (92-21) 3227-5193
IGI Investment Bank Limited - www.igiinvestmentbank.com.pk	
Head Office	Contact Numbers
7 th Floor, Suite 701-713, The Forum, G-20, Block 9, Khayaban-e-Jami, Clifton, Karachi	Tel #: (92-21) 111-234-234 Fax #: (92-21) 111-567-567, 3530-1729
Branch Offices	Contact Numbers
<u>Lahore Office:</u> Ground Floor, 5 F.C.C., Syed Maratib Ali Road, Gulberg,	Tel #: (92-42) 111-234-234 Fax #: (92-42) 111-567-567

Lahore	
<u>Islamabad Office:</u> Mezzanine Floor, Razia Sharif Plaza, 90 – Blue Area, G-7, Islamabad	Tel #: (92-51) 111-234-234 Fax #: (92-51) 111-567-567
<u>Faisalabad Office:</u> 9 th Floor, State Life Building, Faisalabad	Tel #: (92-41) 254-0811-14, 254-0841-45 Fax #: (92-41) 254-0815
<u>Multan Office:</u> Mezzanine Floor, Abdali Tower, Abdali Road, Multan	Tel #: (92-61) 450-0180-81 Fax #: (92-61) 478-4403
Elixir Securities Pakistan (Pvt.) Limited - www.elixirsec.com	
Head Office	Contact Numbers
8th Floor, Dawood Centre, M. T. Khan Road, Karachi	Tel #: (92-21) 111-354-947 Fax #: (92-21) 3569-4696
Branch Offices	Contact Numbers
<u>Karachi Office:</u> Stock Exchange Office, 7th Floor, Room No. 714, KSE Building, Stock Exchange Road, Karachi	Tel #: (92-21) 3244-3445-6
<u>Lahore Office:</u> Office No. No. 2, Ground Floor, Rehman Business Centre, Gulberg 3, Lahore	Tel #: (92-42) 111-354-947 Fax #: (92-42) 3587-8237
<u>Islamabad Office:</u> House No. 68, Main Margalla Road, F-6/2 Islamabad	Tel #: (92-51) 227-2341-3 Fax #: (92-51) 227-2340
<u>Faisalabad Office:</u> 5th Floor, State Life Building, Liaquat Road, Faisalabad	Tel #: (92-41) 254-1001-4 Fax #: (92-41) 254-1005

Reliance Financial Products (Pvt.) Limited - www.reliancepakistan.com	
Head Office	Contact Numbers
96/1, Street-13, Khayaban-e-Sehar, Phase 6, DHA, Karachi	Tel #: (92-21) 3584-6233
Invest Capital Markets Limited - www.investcapital.com	
Head Office	Contact Numbers
C3C, 12th Lane, Ittehad Commercial, Phase-II, Ext. DHA, Karachi	Tel #: (92-21) 111-111-097 Fax #: (92-21) 3531-3887
Branch Offices	Contact Numbers
<u>Karachi Stock Exchange Office:</u> Suite No. 704, KSE Building, Stock Exchange Road, Karachi	Tel #: (92-21) 3244-6334-5 Fax #: (92-21) 3244-6336
<u>Lahore Office:</u> 16 – A, Main Gulberg, Jail Road, Lahore	Tel #: (92-42) 3577-6701-08 Fax #: (92-42) 3577-6708
<u>Islamabad Office:</u> 301, Muhammad Gulistan Khan House, 82E, Blue Area, Fazl-e-Haq Road, Islamabad	Tel #: (92-51) 111-111-097 Fax #: (92-51) 227-5202
Pyramid Financial Consultants (Pvt.) Limited	
Head Office	Contact Numbers
518, Progressive Plaza, Beaumont Road, Karachi	Tel #: (92-21) 3563-8266-67
Foundation Securities (Pvt.) Limited - www.fs.com.pk	
Head Office	Contact Numbers
Ground Floor, Bahria Complex 2, M. T. Khan Road, Karachi	Tel #: (92-21) 111-000-357 Fax #: (92-21) 3561-2262
<u>Lahore Office:</u>	

11-F/1, Main Gulberg, Jail Road, Lahore	Tel #: (92-42) 3577-6821-29 Fax #: (92-42) 3577-6830
<u>Islamabad Office:</u> 1212, ISE Towers, Jinnah Avenue, Islamabad	Tel #: (92-51) 285-221-28 Fax #: (92-51) 289-5229
Metro Securities (Pvt.) Limited	
Head Office	Contact Numbers
36-F, Block 6, P. E. C. H. S., Karachi	Tel #: (92-21) 3454-0270-3 Fax #: (92-21) 3454-0274
AL Habib Capital Markets (Pvt.) Limited - www.ahcml.com.pk	
Head Office	Contact Numbers
GF-01, Techno City, Hasrat Mohani Road, Karachi	Tel #: (92-21) 3227-0808-13 Fax #: (92-21) 3227-0519-20
Cumberland (Pvt.) Limited	
Head Office	Contact Numbers
Suite No. 204, 2nd Floor, Unitower, I. I. Chundrigar Road, Karachi	Tel #: (92-21) 3241-2265-66 Fax #: (92-21) 3241-6791, 3242-7360
Branch Office	Contact Numbers
<u>Karachi Stock Exchange Office:</u> Room No. 642, 6th Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi	Tel #: (92-21) 3242-4526, 3243-5050 Fax #: (92-21) 3243-4832
FundShop - Investment Solutions - www.fundshop.com.pk	
Head Office	Contact Numbers
First Floor, 163, Street 4, Cavalry Ground,	Tel #: (92-42) 3575-3449

Lahore Cantt. Lahore	Fax #: (92-42) 3587-1083
Icon Securities (Pvt.) Limited - www.iconsecurities.com.pk	
Head Office	Contact Numbers
Suite 7001, 7th Floor Business Plaza Off. I. I. Chundrigar Road, Karachi	Tel #: (92-21) 3246-6710-19 Fax #: (92-21) 3246-6725
Branch Office	Contact Numbers
<u>Karachi Stock Exchange Office:</u> Room No. 147, 3rd Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi	Tel #: (92-21) 3241-3123 Fax #: (92-21) 3243-7094
Khabeer Financial Services (Pvt.) Limited - www.khabeer.com.pk	
Head Office	Contact Numbers
1st Floor, PIDC House, M. T. Khan Road, Karachi	Tel #: (92-21) 3566-2005, 3566-2009, 3521-6396 Fax #: (92-21) 3521-7725
Topline Securities Pakistan Limited - www.topline.com.pk	
Head Office	Contact Numbers
306, Continental Trade Centre, Block 8, Main Clifton Road, Karachi	Tel #: (92-21) 3530-3330 Fax #: (92-21) 3530-3349

ANNEXURE “D”

FORMS OF ABL ISLAMIC STOCK FUND

ANNEXURE “E”

Profile of Mr. Mufti Irshad Ahmad Aijaz

- Mufti Irshad Ahmad Aijaz is the Shariah Advisor of Al-Hilal Shariah Advisors and also serves as the resident Shariah Advisor of Bank Islami Limited.
- Mufti Irshad has to his credit development of several Shariah Compliant financial structures and has been a pioneer in the Islamic banking industry.
- He is a member of the Shariah Advisor’s forum of the State Bank of Pakistan.
- Mufti Irshad also heads the task force for the implementation of Islamic finance in the area of agriculture and farming finance facilities.
- Mufti Irshad completed his takhassus fil ifta from Jamia Dar ul uloom Korangi and has an MBA in finance from Iqra University.
- He is also teaching Islamic Finance and related courses at different universities as well as institutions such as NIBAF, CIE and the guidance institute for Islamic Finance.