

**PARTICIPANTS AND PROSPECTIVE PARTICIPANTS ARE ADVISED IN THEIR OWN INTEREST  
TO CAREFULLY READ THE CONTENTS OF THIS OFFERING DOCUMENT IN PARTICULAR  
THE RISK FACTORS MENTIONED IN CLAUSE 8.6  
AND WARNINGS IN CLAUSE 15 BEFORE MAKING ANY INVESTMENT DECISION**

## **Offering Document**

### **ABL PENSION FUND (ABL-PF)**

**AMENDED TILL March 24, 2016**

**A Voluntary Pension Fund**

**Managed By:**

**ABL Asset Management Co Ltd**

**(The Pension Fund Manager)**

**Registered under the  
Voluntary Pension System Rules, 2005**

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# 1. INTRODUCTION TO ABL PENSION FUND (ABL-PF)

ABL Pension Fund is established in Pakistan as a Voluntary Pension Fund through a Trust Deed, dated March 19, 2014, entered in between ABL Asset Management Co Ltd in its capacity as the Pension Fund Manager and Central Depository Company of Pakistan Limited in its capacity as the Trustee and authorized under the Voluntary Pension System (VPS) Rules, 2005.

The Pension Fund shall initially consist of three (3) Sub-Funds to be called;

- i. ABL-PF Equity Sub-Fund (the "Equity Sub-Fund")
- ii. ABL-PF Debt Sub-Fund (the "Debt Sub-Fund") and
- iii. ABL-PF Money Market Sub-Fund (the "Money Market Sub-Fund")

After successfully managing the above mentioned Sub-Funds, the Pension Fund Manager may, with the approval of the Commission, launch other Sub-Funds through a Supplementary Trust Deed and a Supplementary Offering Document for investments in other asset classes, including securitized investment in real estate or in assets outside Pakistan (for avoidance of doubt, additional Sub-Funds may include combinations of new and existing classes of assets). Thereafter, any reference to the Sub-Funds in the Trust Deed or the Offering Document shall be construed to include any such new Sub-Fund.

## 1.1 Salient Features of the Pension Fund

	<b>Term Sheet</b>
<b>Fund Name</b>	ABL Pension Fund (ABL-PF)
<b>Fund Structure</b>	Unit Trust Scheme consisting of Sub-Funds under the VPS Rules 2005.
<b>Fund Objective</b>	To provide a secure source of savings and regular income after retirement to the Participants
<b>Eligibility</b>	Every Pakistani national over the age of 18 years holding a valid National Tax Number or a CNIC or NICOP
<b>Minimum Contribution</b>	<sup>1</sup> [The minimum amount of Contribution to open an account is Rs. 500/- and the minimum amount of contribution to an existing account is Rs.500/- per transaction. There is no maximum limit of contribution. However, Tax Credit will be available to the extent specified in the Income Tax Ordinance, 2001.]
<b>Contribution Frequency</b>	Annual, semi-Annual, quarterly or monthly or as desired by the participant.
<b>Contribution Mechanism</b>	Cheque, bank draft, pay order (crossed account payee only), titled "CDC – Trustee ABL Pension Fund" payable to the Trustee on any Dealing Day. Any other electronic form of Transfer as may be acceptable to the Pension Fund Manager and the Trustee. Contribution in the form of Cash or any bearer instruments

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<sup>1</sup> Substituted vide 1st Supplemental Offering Documents dated January 26, 2015. The substituted part read as follows;

*"The minimum amount of Contribution to open an account is Rs. 10,000/- and the minimum amount of contribution to an existing account is Rs.1,000/- per transaction. There is no maximum limit of contribution. However, Tax Credit will be available to the extent specified in the Income Tax Ordinance, 2001."*

shall not be made and accepted.

*\*The Pension Fund Manager may make arrangements with Banks for online transfers from time to time. Such Arrangements (if any) will be communicated to Participants through the company's website.*

**Investment Mechanism**

Insurance premium (for optional insurance coverage) shall be deducted unless waived from Contributions made by the Participant, followed by deduction of applicable Front-end Fee. The remaining Contribution amount is then credited to the Participant's Individual Pension Account and is invested in the underlying Sub-Funds of the ABL Pension Fund as per the Allocation Scheme selected by the Participant.

**Allocation of Contributions & Allocation Schemes**

Contributions shall be allocated among the Units of Sub-Funds at Net Asset Value, as per the selected Allocation Scheme, from amongst the following Five (5) Schemes being offered by the Pension Fund Manager.

<b>Allocation Scheme</b>	<b>Equity Sub-Fund</b>	<b>Debt Sub-Fund</b>	<b>Money Market Sub-Fund</b>
High Volatility	Min 65%	Min 20%	Nil
Medium Volatility	Min 35%	Min 40%	Min 10%
Low Volatility	Min 10%	Min 60%	Min 15%
Lower Volatility	Nil	Min 40%	Min 40%
Customized Allocation Scheme	0-100%	0-100%	0-100%

**Investment Strategy**

The Pension Fund Manager shall design investment strategy to optimize returns on investments within the parameters of Investment Policy specified by the Commission. The Pension Fund Manager shall also offer different Allocation Schemes to Participants to choose from, allowing them to adopt an investment strategy, according to their risk / return requirements

**Reallocation Policy**

Units held in the Individual Pension Account shall be reallocated by the Pension Fund Manager between the Sub-Funds at least once a year to ensure that the allocation of Units of all Participants is in line with the Allocation Scheme selected by them.

**Front-end Fee**

Maximum of 3 % on all Contributions, unless exempt under this Offering Document

**Management Fee  
Taxation**

1.5 % p.a. on average Net Assets of each Sub-Fund.

Tax Credit will be available to Participants on contributions during any Tax Year subject to the limits prescribed under the Income Tax Ordinance, 2001 (XLIX OF 2001)

**Benefits / Withdrawal on Retirement**

All Units of each Sub-Fund held by a Participant in his Individual Pension Account shall be redeemed at the Net Asset Value notified at close of the day of retirement or, if that day is not a Business Day, the following Business Day. The Participant will then have the following options, namely:

- (a) to en-cash up to fifty percent (50%) or any percent as admissible under the Income Tax Ordinance, 2001, of the amount in his Individual Pension Account, without any Tax

Early Withdrawal /  
Withdrawal before  
Retirement

deductions. Tax will be deducted at a rate of the average tax percentage of the Participant for the previous 3 years, if the Participant withdraws any amount over the limit admissible under the Income Tax Ordinance, 2001; and (b) either to use the remaining amount to purchase an annuity from a Life Insurance Company of his/her choice; or (c) enter into an agreement with the Pension Fund Manager to transfer his balance to an Approved Income Payment Plan offered by the Pension Fund Manager or another Pension Fund Manager and withdraw from it monthly installments for up to 15 years following the date of retirement, according to the Approved Income Payment Plan.

Participants at any time before retirement are entitled to redeem the whole or any part of the Units held to their credit in their Individual Pension Account. Tax may be applicable in accordance with the requirements of the Income Tax Ordinance, 2001 and, if applicable, will be deducted by the Pension Fund Manager from the amount withdrawn.

Transfers to and from  
Other Pension Funds

Participants shall be entitled to transfer part or whole of their Individual Pension Accounts from this Pension Fund to another once a Financial year with 21 days' notice. There shall be no Tax or charges on such transfers. Similarly Participants are allowed to transfer-in their funds from other Pension Funds and approved Occupational Savings Schemes or approved superannuation funds to this Pension Fund without having to pay any Front End Fee to the Pension Fund Manager.

Transparency

Daily calculation and announcement of NAV of each Sub – fund

Distribution Restriction

Any income earned shall be retained and accumulated in the respective sub-funds and no distribution / Dividend shall be made from the Pension Fund.

## 2 REGULATORY APPROVALS AND CONSENT

### 2.1 *Registration of the Pension Fund Manager*

ABL Asset Management Company Limited, the Pension Fund Manager of ABL Pension Fund, having its registered office at 11-B Lalazar M.T. Khan Road Karachi, Pakistan, is a Non-banking Finance Company and has been licensed by the Securities and Exchange Commission of Pakistan under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 to, inter-alia, carryout Asset Management Services and Investment Advisory Services under License No. AMCW/23/ABLAMCL/AMS/10/2013 and AMCW/22/ABLAMCL/IA/13/2013 dated November 26, 2013 respectively and has been registered as a pension fund manager under sub-rule (2) of Rule 5 of the Voluntary Pension System Rules, 2005 by the Securities and Exchange Commission of Pakistan through its Certificate of Registration as Pension Fund Manager No.08/SEC/PW/ABLAMC dated September 23, 2013 appended hereto as Annexure "A" & "A-1".

### 2.2 *Authorization of the Pension Fund*

The Pension Fund Manager has been authorized by the Commission through its letter No. 9(1)SEC/SCD/PW-ABLAMC-01/661 appended hereto as Annexure "B", to constitute the

Pension Fund under the name and title of “ABL Pension Fund” (hereinafter referred to as the “**ABL Pension Fund**”, “**Pension Fund**” or **ABL-PF**, or “**Trust**”) and authorized the formation of a scheme, under the name, “**ABL Pension Fund**”, under rule (9) of the Voluntary Pension System Rules, 2005.

### ***2.3 Appointment of the Trustee***

The Central Depository Company of Pakistan Limited, having its registered office at CDC House, 99-B, Block ‘B’, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan, has been approved by the Commission to act as the trustee of “ABL Pension Fund” through its letter No. 9(1)SEC/SCD/PW-ABLAMC-01/613 appended hereto as Annexure “C”.

### ***2.4 Registration of the Trust Deed***

The Pension Fund Manager has been authorized by the Commission to execute and to register the Trust Deed.

### ***2.5 Approval of the Offering Document***

This Offering Document sets out the arrangements covering the basic structure of **ABL Pension Fund**. The provisions of the Trust Deed and the Voluntary Pension System Rules, 2005 hereafter govern this Offering Document and Incase of any ambiguity in the constitutive documents of ABL Pension Fund, the VPS Rules 2005 shall prevail. It sets forth information about the Fund that a prospective Participant should know before contributing to the Pension Fund. **Participants should read this Offering Document carefully prior to contributing to / participating in the Pension Fund, and retain the Offering Document for future reference.**

The Commission has, through its letter No. 22(1)SEC/SCD/PW-ABLAMC-01/17 dated September 1,2014 approved this Offering Document as per the guidelines for Authorization of Pension Fund under sub Rule (1) of Rule (9) of the Rules.

However, it must be distinctly understood that such an approval or authorization by the Commission neither implies official recommendation by the Commission to participate in /contribute to the Pension Fund nor does the Commission take any responsibility for the financial soundness of the Pension Fund and its Sub-Funds or for the correctness of any statements made or opinions expressed in this Offering Document.

If you have any doubt about the contents of this Offering Document, you should seek independent professional advice, from your legal, financial or tax advisor.

This Offering Document contains necessary information for the public to make an informed decision to participate in the Pension Fund described herein. The Participants are advised, in their own interest, to carefully read the contents of the Offering Document, in particular, the risks mentioned in Clause 8.6 and Warnings in Clause 15, before making any participation/contribution decision. Participants may note that this Offering Document remains effective until a material change occurs and they should retain this Offering Document for future reference. Material changes shall be filed with the Commission and circulated to all Participants or may be notified by advertisements in the newspapers, or on the Pension Fund Manager’s website, subject to the applicable provisions of the Trust Deed

and the Rules. Participants must recognize that all investments involve varying levels of risk. The portfolios of the Sub-Funds of the Pension Fund consist of market-based investments and are subject to market fluctuations and risks inherent in all such investments. It should be noted that the value of Units of the Sub-Funds can fall as well as rise, in response to market conditions. It should also be noted that under certain circumstances the realization of Units may be restricted.

### **3 FILING OF THE OFFERING DOCUMENT**

The Pension Fund Manager has filed a copy of this Offering Document with the Commission, along with copies of the documents mentioned below:

- i. Trust Deed, dated March 19, 2014, executed between Pension Fund Manager and the Trustee constituting the Pension Fund;
- ii. Letter no.C0094, dated August 21, 2014 from the Auditors confirming the subscription for the Units of Pension Fund by the core investors.
- iii. Consents of the auditors and trustee to their respective appointments and being named and described as such in this Offering Document.
- iv. Letter No. 5(1) SEC/SCD/PW/ABL AML/2013/557 dated September 23, 2013 from the Commission, registering the Pension Fund Manager as a pension fund manager under the Rules,
- v. Letter No. 9(1)SEC/SCD/PW-ABLAMC-01/613 dated March 11, 2014 from the Commission to the Pension Fund Manager, approving the Trustee to act as the trustee of the Pension Fund.
- vi. Letter No. 9(1)SEC/SCD/PW-ABLAMC-01/661 dated July 7, 2014 from the Commission, authorizing the Pension Fund.
- vii. Letter No. 22(1)SEC/SCD/PW-ABLAMC-01/17 dated September 01, 2014 from the Commission, approving this Offering Document.

### **4 CONSTITUTION OF THE PENSION FUND**

#### **4.1 Constitution of ABL Pension Fund (ABL-PF)**

The Pension Fund has been established as a trust under the Trusts Act, 1882 (II of 1882) through a trust deed dated March 19, 2014 executed between ABL Asset Management Co. Ltd (the Pension Fund Manager), as party of the one part, and The Central Depository Company Of Pakistan (the Trustee), as party of the other part.

#### **4.2 The Trust Deed**

The Trust Deed is subject to, and governed by, the laws of Pakistan, including the Ordinance, the Rules and all other applicable laws, rules and regulations and will be deemed, for all purposes, whatsoever, to incorporate the provisions required to be contained in a trust deed by the Rules as a part and parcel thereof and, in the event of any conflict between the Trust Deed and the Rules, the latter will supersede and prevail over the provisions contained in the Trust Deed except where the Commission allows deviations under its power given by the Rules.

The terms and conditions of the Trust Deed, and any Supplementary Trust Deed will be binding upon each Participant.

#### **4.2.1 MODIFICATION OF THE CONSTITUTIVE DOCUMENTS**

- a) The Trustee and the Pension Fund Manager acting together shall be entitled by a Supplementary Trust Deed to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to 30 days prior notice to the Participants and the subsequent approval of the Commission, if so required. Provided that, the Trustee and the Pension Fund Manager shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Rules or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of this Deed to be more efficiently, conveniently or economically managed or otherwise for the benefit of the Participant(s) and that it does not prejudice the interests of the Participant(s) or any of them or operate to release the Trustee or the Pension Fund Manager from any responsibility to the Participant(s).
- b) Where this Deed has been altered or supplemented, the Pension Fund Manager shall again notify the Participants and the participating employers immediately by a notice published in a newspaper having wide circulation and by placing the same on its website.
- c) The Pension Fund Manager may, from time to time, with the consent of the Trustee frame such operational procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided such operational procedures are not inconsistent with the provisions of the Rules, this Deed or the Offering Document.
- d) If the Commission grants any relaxations or exemptions of Rules for the Pension Fund, these shall be deemed to be part of this Deed without the need of altering it. However, in cases of significant changes, the Commission may require issuance of a Supplementary Trust Deed from time to time.
- e) Where a change or amendment in the Rules or the Income Tax Ordinance, 2001, or any other applicable law or regulation, renders any of the clauses contained in this Deed ineffective or in need of amendment, such clause will automatically stand replaced by the new change or amendment and no modification in this Deed or any Supplemental Deed shall be required. However, if the Pension Fund Manager is amending the Deed or any Supplementary Deed for any reason, the Pension Fund Manager may also amend such clauses that have been automatically overwritten and amended due to a change / amendment in the Rules and / or the Income Tax Ordinance, 2001.
- f) If at any time, any clause of this Deed is and / or becomes in whole or in part illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining clauses of this Deed hereof, nor the legality, validity or enforceability of such clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

#### **4.3 Seed Capital provided by the Core Unit Holders**

The seed capital of the Pension Fund shall be invested or arranged by the Pension Fund Manager. Seed Capital Units have been issued to the Seed Investor as under:

Name of Sub-Fund	No of Units (Seed Capital) Units)	Initial Par Value of each Unit (PKR)	Amount (PKR Millions)
ABL-PF Equity Sub-Fund	300,000	100	30
ABL-PF Debt Sub-Fund	300,000	100	30
ABL-PF Money Market Sub-Fund	300,000	100	30

The Seed Capital Units subscribed by the Seed Investor have been issued at a par value of Pakistan Rupees One Hundred per Unit (Rs. 100/ Unit) and shall not be redeemable for a period of three (3) years from the date of issue or as maybe determined by the Commission. A mention of such restriction and its termination date shall be entered into the Register and shall be noted on any Accounts Statement in respect of such units.

#### 4.4 Type / Feature of Units of the Sub-Funds

The Pension Fund shall initially consist of three Sub-Funds to be called:

- a. ABL-PF Equity Sub-Fund (the “**Equity Sub-Fund**”)
  - b. ABL-PF Debt Sub-Fund (the “**Debt Sub-Fund**”)
  - c. ABL-PF Money Market Sub-Fund (the “**Money Market Sub-Fund**”)
- a) All Units and fractions thereof represent an undivided share in the respective Sub-Fund and rank *pari-passu* as to their rights in the Net Assets and earnings of that Sub-Fund. Each Participant has a beneficial interest in the Pension Fund proportionate to the Units held by such Participant in the respective Sub-Fund in his Individual Pension Account. The liability of the Participant shall be limited to the amount paid against the number of Units or in certain circumstances cash, as may be allowed by the Rules, held by each Participant in his Individual Pension Account.
  - b) All Units shall be issued in a non-certificated form, except the Seed Capital Units that may be issued in a certificated form, if required by the Seed Investor.
  - c) The Units in the Sub-Funds issued to the Participants would be non-transferable to another Participant/person. They shall only be redeemable in case of retirement (including retirement in the instance of disability), premature encashment/redemption, death of the Participant, and change of pension fund manager/pension fund, change of Allocation Schemes and/or rebalancing of the portfolio/ Allocation Schemes.
  - d) The initial Par value of the Units of each of the Sub-Funds is Pakistan Rupees One Hundred (Rs. 100), which is applicable to the first offering. The amount received from the Seed Investors has been allocated to each Sub-Fund. From the Launch Date, the Pension Fund Manager shall open participation in the ABL Pension Fund to the eligible Participants on a continuous basis, through offer of Units of Sub-Funds issued at NAV calculated in the manner prescribed under the Rules or as may be specified by the Commission from time to time, after deduction of Front-end Fee from the Contribution amounts received.
  - e) Units of the relevant Sub-Fund shall be issued to each Participant as per the selected

'Allocation Scheme', identified in clause 6.7, for the contributions among the Sub-Funds.

## 5 OPERATORS AND PRINCIPALS

### 5.1 *The Pension Fund Manager*

ABL Asset Management Co. Ltd is the Pension Fund Manager of ABL Pension Fund (ABL-PF), having its registered office as mentioned below:

**Registered Office:**

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

Any change in the registered office address of the Pension Fund Manager shall be notified by the Pension Fund Manager to the Commission and the Trustee from time to time.

The main sponsor of ABL Asset Management Co. Ltd is Allied Bank Limited. ABL AMC's main area of business is Investment Management; more specifically floating and managing mutual funds. ABL AMC's vision is Creating Investment Solutions within Everyone's Reach.

### 5.2 *Rating of the Pension Fund Manager*

JCR-VIS Credit Rating Co. Ltd (JCR\_VIS) has assigned the asset manager rating 'AM2' to ABL Asset Management Co. Ltd.

### 5.3 *Assets Under Management*

ABL Asset Management Company Limited currently manages nine Mutual Funds with Total assets under management (AUM) in excess of Rupees 26 billion as of 31<sup>st</sup> March, 2014.

### 5.4 *Board of Directors and Key Management of the Pension Fund Manager*

#### 5.4.1 Board of Directors

The Board of Directors of ABL Asset Management Company Limited Consists of:

Name	Position	Other Directorships
Sheikh Mukhtar Ahmed	Chairman	<ul style="list-style-type: none"><li>• Ibrahim Fibers Limited.</li><li>• Ibrahim Agencies (Pvt.) Ltd.</li><li>• Allied Bank Limited.</li></ul>

Mr. Muhammad Waseem Mukhtar	Director	<ul style="list-style-type: none"> <li>• Allied Bank Ltd.</li> <li>• Ibrahim Fibers Ltd.</li> <li>• Ibrahim Agencies (Pvt.) Ltd.</li> <li>• Arabian Sea Country Club</li> </ul>
Mr. Tariq Mahmood	Director	-
Mr. M. Jawaid Iqbal	Director	<ul style="list-style-type: none"> <li>• CFA Association of Pakistan.</li> <li>• Cyan Limited.</li> </ul>
Mr. M. Shakeb Murad	Independent Director	-
Mr. Kamran Nishat	Independent Director	<ul style="list-style-type: none"> <li>• Muller &amp; Phipps Pakistan (Private) Limited.</li> <li>• Information Systems Audit and Control Association, Karachi Chapter</li> </ul>
Mr. Khawaja Muhammad Almas	Director	-
Mr. Farid Ahmed Khan	CEO	<ul style="list-style-type: none"> <li>• Mutual Fund Association of Pakistan (MUFAP)</li> <li>• CFA Association of Pakistan.</li> </ul>

**Brief Profiles of the Directors are as follows:**

- a) **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.
- b) **Mr. 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.
- c) **Khawaja Mohammad Almas**, commenced his professional career with Allied Bank in 1983 and has 29 years of banking experience to his credit in key slots in Business as well as Supporting Groups. He completed MBA from IBA, Punjab University in 1982 and professional qualification (DAIBP) in the year 1986. He has participated in numerous domestic and International conferences and represented Allied Bank as trainer on different forums within Pakistan and internationally. He is currently serving the bank as Group Chief of the Commercial & Retail Banking Group, ABL.
- d) **Mr. M. Shakeb Murad**, completed his Master of Business Administration (MBA) from University of Santa Tomas (UST), Philippines in 1990. He has completed various professional courses some of which were conducted by the Investment Banking Academy from The Asian Bankers, Managerial Grid from Institute of Bankers of Pakistan, and Specialized Treasury Products from ORIX Corporation, Japan.
- e) **Mr. 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.

- f) **Mr. M. Jawaid Iqbal, CFA** is Head of Corporate and Investment Banking Group at Allied Bank Limited. He holds a Masters in Business Administration (MBA), Associate ship Diplomas of The Charter Institute of Banker, UK and CFA Charter from CFA Institute, USA. He is also the current President of CFA Association of Pakistan. Before joining ABL, he served for National Bank of Pakistan and Emirates Bank International at senior positions.
- g) **Mr. Farid Ahmed Khan, CFA** is the CEO of ABL Asset Management. He has been involved with capital markets for over 20 years and has a broad-based, global experience with bulge bracket firms in Asset Management, Investment Banking, Investment Research and Sales, Business Development & International Project Finance. He joined ABL AMC from Credit Suisse, where he was the Country Manager of Credit Suisse Pakistan. Prior to that, he worked for MCB, initially as Head of Investment Banking Group and later as the CEO of MCB Asset Management. Farid has extensive experience outside Pakistan, having worked at Morgan Stanley, ING Barings Securities and CLSA Emerging Markets in Kuala Lumpur, London and Istanbul in a variety of senior positions. He holds an MBA in Finance from IBA, Karachi and got his CFA qualification in 1998.

#### **Profile of the Management**

- a) **Mr. Farid Ahmed Khan, CFA**  
***Chief Executive Officer***

An accomplished, results-oriented leader, Farid has been involved with capital markets for over 20 years and has a broad-based, global experience with bulge bracket firms in Asset Management, Investment Banking, Investment Research and Sales, Business Development & International Project Finance. He joined ABL AMC from Credit Suisse, where he was the Country Manager of Credit Suisse Pakistan and a member of Credit Suisse' Asia Pacific Management Committee. Prior to that, he worked for MCB, initially as Head of Investment Banking Group and later as the CEO of MCB Asset Management, where he was instrumental in successfully launching this new business for MCB Bank. Farid has extensive experience outside Pakistan, having worked at Morgan Stanley, ING Barings Securities and CLSA Emerging Markets in Kuala Lumpur, London and Istanbul in a variety of senior positions. He holds an MBA in Finance from IBA, Karachi and got his CFA qualification in 1998.

- b) **Syed Khalid Hussain**  
***Head of Business Development***

Khalid brings with him 28 years of rich experience of Banking both in Corporate and Retail sectors. His last position was Head of Karachi City Region of Allied Bank, which is the largest region of Pakistan for ABL in terms of business. He was also looking after the Corporate Deposits of Sind and Baluchistan Province's .He has participated in Seminars and Training Programs within Pakistan and abroad. He has represented Allied Bank in the International Banking course organized by State Bank Of Pakistan in which 20 Countries Participated. He has also worked as Chief Manager in the "Top Business Branches" of

Karachi and under his supervision these branches won the “Best Branch of Pakistan”, “ Best Branch of Sind”, awards

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

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 10 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.

**d) Mr. Muhammad Imran**  
***Chief Investment Officer***

Imran has over eleven 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 where he managed funds of over Rs14bn. 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.

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

**e) Mr. Mubeen Ashraf Bhimani**  
***Chief Internal Auditor***

Mubeen is a Chartered Accountant from Institute of Chartered Accountants of Pakistan and holds Bachelors in Commerce from University of Karachi. He has over 6 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.

**f) 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 NAFA and taken care of operations department. In addition, he was one of the key members in the launching of series of funds at the National Fullerton Asset Management Company Limited (NAFA), a subsidiary owned by NIB, NBP and Fullerton, Singapore. Hassan joined ABL Asset Management Company as Head of Registrar Services and Manager operations and also involved in the successful launching of four funds under the umbrella of ABL AMC. Hassan did his MBA major in Finance and also completed one year Post Graduation Diploma in Islamic Banking & Finance. Hassan major expertise involves around operations and Registrar Services and also having outstanding relationship with marketing department in disposing off the client queries efficiently and effectively.

**g) 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 Masters 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.

**h) Mr. Abid Jamal**  
***Head of Research***

Abid Jamal is the Head of Research at ABL AMC. Abid has followed the Pakistan's Capital markets since 2005. He was formerly associated with some prominent brokerages houses like J.P Morgan Pakistan and Elixir Securities. Before joining ABL AMC, he was a senior analyst at SICO Bahrain. He received a B.S. in Business Administration from the Ohio State University, USA.

**i) Mr. Kamran Aziz, CFA**  
***Fund Manager***

Kamran is looking after all the equity portfolios at ABL AMC with additional mandate for ABL Islamic Income Fund. He has been managing ABL Stock Fund since its inception in June 2009. He strongly believes in value investing and is involved in advocating the same at various forums. Kamran Aziz has been an active member of CFA Association of Pakistan for past five years and heads the Newsletter Committee of CFA Pakistan. He is also a member of the local GIPS Committee and led the GIPS implementation process at ABL AMC.

Kamran Aziz graduated from IBA in 2008 and is a CFA Charter Holder.

**j) Mr. Faizan Saleem**  
***Fund Manager***

Faizan Saleem 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 Asset Management, 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.

## **5.5 *Role of the Fund Manager of ABL Pension Fund***

The Pension Fund Manager shall designate a Fund Manager for ABL Pension Fund, who shall, use his investment experience and knowledge of pensions and based on the input from the Research Department, structure the portfolios for the individual Sub-Funds.

Additionally, the allocation of the asset classes within the plans offered under the Pension Fund, will be reviewed by the Chief Investment Officer from time to time and based on the assessment of key economic indicators, the Fund Manager will, in conjunction with the Investment Committee of the Pension Fund, decide on the relative attractiveness and valuation of various asset classes available (i.e. equity, debt and money market). In case of a change in the economic circumstances, the Fund Manager will re-allocate the relative weights of the asset classes within the Schemes with an appropriate increase or reduction in exposure in those asset classes that are expected to be most impacted. However, such changes shall be made within the limits set out in the Approved Allocation Policy specified by the Commission.

## **5.6 *Responsibilities, Obligations and Restrictions of the Pension Fund Manager***

### **5.6.1 *Obligations of the Pension Fund Manager***

- a) The responsibilities of the Pension Fund Manager are to invest and manage the assets of the Pension Fund according to the provisions of the Trust Deed and the Rules, in good faith, to the best of its ability, and without gaining any undue advantage for itself or any Connected Persons or its officers.
- b) The Pension Fund Manager shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its functions as pension fund manager of the Pension Fund, howsoever designated, as if they were its own acts or omissions.
- c) The Pension Fund Manager shall account to the Trustee for any loss in value of the assets of the Pension Fund caused by its negligence, reckless or willful acts or omissions.
- d) maintain at its principal office, proper accounts and records of the Pension Fund and each Sub-Fund and each Individual Pension Account to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Pension Fund and the Sub-Funds, all transactions for the account of the Pension Fund and Contributions received by the Pension Fund

and withdrawals by the Participants including detail of the Front-end Fee deducted from the Contributions and the withholding tax deducted at source and transfer or receipt of balances in the Individual Pension Accounts of the Participants to or from other pension fund managers. The Pension Fund Manager shall provide and replicate these records to/with the Trustee at regular intervals to be decided by the Trustee. The extent of records to be provided to the Trustee shall be mutually decided with the Pension Fund Manager or as specified by the Commission;

- e) prepare and transmit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditor's report of the Pension Fund and each Sub-Fund within four months of closing of the Accounting Period to the Commission, Trustee and the Participants, and the balance sheet and income and expenditure account shall comply with requirements as set out in Schedule I to the Rules;
- f) The Pension Fund Manager shall within one month of the close of the first and third quarter of each Accounting Period, and within two months of the close of second quarter, prepare and transmit to the Participants, Trustee and the Commission a balance sheet as at the end of that quarter and a profit and loss account for that quarter, whether audited or otherwise, of the Pension Fund, and the balance sheet and income and expenditure account shall comply with the requirements as set out in Schedule I of the Rules; *provided that* the Pension Fund Manager may, with the prior approval of the Commission, post the said quarterly accounts on its website instead of mailing them to the Participants.
- g) The Pension Fund Manager shall maintain the Register of Participants of ABL Pension Fund and inform the Commission of the address where the Register is kept. For this purpose it may appoint a Registrar, who shall maintain Participants' records, issue statements of account and receipts for Contributions, process withdrawals and carry out all other related activities.
- h) appoint, from the list of auditors prescribed by the Commission from time to time, with the consent of the Trustee, at the establishment of the Pension Fund and upon any vacancy, an Auditor independent of the auditor of the Pension Fund Manager and the Trustee and such Auditor shall not be appointed for more than three consecutive years;
- i) The Pension Fund Manager shall furnish to the Commission within one month of the close of each Accounting Period (i) particulars of the personnel (executive, research and other) managing the Pension Fund, (ii) total number of Participants, (iii) total value of all Individual Pension Accounts, (iv) total Contributions for the previous Accounting Period (if any), and (v) such other information that may be prescribed by the Commission from time to time.
- j) The Pension Fund Manager/Registrar shall send an Account Statement as at the 30th June and the 31st December each year, within thirty (30) days thereafter to each Participant, confirming the transactions for the six (6) month period before that date in the Participant's Individual Pension

Account, including the amount and type(s) of Contributions received (that is, whether from an employer or the Participant); incoming transfers from other pension fund manager(s) or incoming transfers from any provident fund or transfer from a deceased person's Individual Pension Account or other types of benefit disbursements; retirement or pre-retirement payments along with the taxes withheld; death benefit payment or transfer to heirs; outgoing transfer to purchase an Approved Annuity Plan from a Life Insurance Company; outgoing transfer to other pension fund manager(s); withdrawals; premium deducted out of the Contributions on account of any supplementary schemes opted by the Participant; or any other transaction. The statements shall include details of the number of Units allocated and held, the current valuation of the Units and such other information as may be specified by the Commission. Such Account Statement shall be provided to each Participant free of charge. Additionally, each Participant shall be entitled to receive any statement in respect of his Individual Pension Account at any time on written application. Such information may also be posted on the website or emailed and furnished electronically, subject to prior approval of the Commission.

- k)** The Pension Fund Manager shall, after intimating the Commission and the Trustee, from time to time appoint, remove or replace one or more Distribution Company(ies) for carrying the Distribution Function at one or more locations, on terms and conditions to be incorporated in the Distribution Agreement to be entered into between the Distribution Company and the Pension Fund Manager.
- l)** The Pension Fund Manager shall send any other statement or certificate to the Participants which may be necessary under the Rules.
- m)** The Pension Fund Manager shall furnish to the Commission a copy of its annual report and half yearly report, together with copies of the balance sheet, profit and loss account, directors' report and auditors' report within one month of its annual general meeting and shall furnish its half yearly report to the Commission within two months of close of its half year..
- n)** The Pension Fund Manager shall not be under any liability except such liability as may be expressly assumed by it under the Rules and the Trust Deed nor shall the Pension Fund Manager (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence, reckless or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of the Trust Deed, the Pension Fund Manager 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.
- o)** The Pension Fund Manager shall provide and replicate all recorded

information relating to the Pension Fund to the Trustee and shall arrange the reconciliation of such records with the Trustee on a periodic basis as may be mutually agreed between the two parties or as specified by the Commission.

- p) The Pension Fund Manager/Registrar shall send a certificate as at 30th June each year for claiming the tax credit to the Participants confirming the total Contribution made into their Individual Pension Accounts during the current Tax Year. The Pension Fund Manager shall send the certificate by 31st July each year.

#### 5.6.2 Restrictions on the Pension Fund Manager

The Pension Fund Manager on behalf of Pension Fund shall not:

- a) merge with, acquire or take over management of any other pension fund or pension fund manager unless it has obtained the prior approval of the Commission in writing for such merger, acquisition or takeover;
- b) pledge any of the securities held or beneficially owned by the Pension Fund except for the benefit of the Pension Fund and with prior approval of the Commission;
- c) accept deposits from another pension fund;
- d) make a loan or advance money to any person except in connection with the normal business of the Pension Fund;
- e) participate in a joint account with others in any transaction;
- f) apply any part of its assets to real estate; *provided that* the Pension Fund Manager may purchase real estate for its own use out of its own shareholders' fund;
- g) make any investment with the purpose of having the effect of vesting the management or control in the Pension Fund;
- h) employ as a broker, directly or indirectly, any of its directors, officers or employees or a member of a family of such person which shall include spouse, parents, children, brothers and sisters and enter into transactions with any broker who is a Connected Person where such transactions shall equal or exceed ten per cent (10%) or more of the brokerage or commission paid by the Pension Fund in any one Accounting Period; *provided that* the Commission may, in each case on merits, permit the ten percent (10%) limit to be exceeded if the broker who is a Connected Person offers advantages to the Pension Fund not available elsewhere, and
- i) enter into a short sale transaction in any security, whether listed or unlisted.

#### 5.6.3 Retirement or Removal of the Pension Fund Manager

- i) The Pension Fund Manager may retire at any time after issuing a three months' notice to the Participants about its intention, with the prior approval of the Commission under intimation to the Trustee.
- ii) The Trustee may, with the prior approval of the Commission, remove the Pension Fund Manager if the Pension Fund Manager has contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within (1) 30 days from the date of notification in writing, under intimation to the Commission or (2) such other period as may be specified by the Commission, in respect of the subject contravention. Provided that such notice shall not be considered as an admission of contravention on part of the Pension Fund Manager who shall have the right to defend such notice or consequent action.
- iii) The Pension Fund Manager will stand retired immediately in case of the following events and no notice is required to be served. All the other provisions relating to audit and approvals as mentioned herein shall be applied accordingly:
  - a. A receiver is appointed over any of the assets of the Pension Fund Manager.
  - b. The Pension Fund Manager goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation);
- iv) If the Commission is of the opinion that the Pension Fund Manager has contravened any provision of the Rules, or has otherwise neglected or failed to comply with any order or direction of the Commission or with any requirement of the Rules or has failed or neglected to carry out its duties to the satisfaction of the Trustee, or the Commission, as the case may be, and considers that it would be in the interest of the Participants so to do, the Commission, on its own motion or on the report of the Trustee, by order in writing may immediately:-
  - a. cancel or suspend the registration of the Pension Fund Manager;
  - b. remove the Pension Fund Manager managing the Pension Fund;
  - c. issue appropriate orders to the Pension Fund Manager;
  - d. order compensation to be paid to the Participants;
  - e. impose fine; or
  - f. take any combination of the above mentioned actions.
- v) The Commission may cancel the registration of the Pension Fund Manager or impose fine on it if in the opinion of the Commission, the performance of the Pension Fund Manager is below and the investment return in the Sub-Funds during any particular year is below the specified benchmark.
- vi) If the registration of the company as a Pension Fund Manager is cancelled under as mentioned above, the Commission shall appoint with consent of the Trustee another Pension Fund Manager for the Pension Fund according to the provisions of this deed and the Rules and the Pension Fund Manager whose Registration has been cancelled shall not be eligible to be registered as a Pension Fund Manager again.
- vii) The removal of Pension Fund Manager and appointment of a new pension fund manager shall always require the prior approval of the Commission.

- viii) Upon a new pension fund manager being appointed, the Pension Fund Manager will take immediate steps to deliver all the documents and records pertaining to the Trust to the new pension fund manager and shall pay all sums due to the Trustee.
- ix) Upon its appointment the new pension fund manager shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Pension Fund Manager here under as fully as though such new pension fund manager had originally been a party hereto.
- x) If so directed by Commission, the Pension Fund Manager shall not receive any Contributions from any of the Participants or make any other transaction on account of the Pension Fund as from the date of issue of such notice as referred above.
- xi) The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Pension Fund Manager are audited by the Auditors of the fund and the audit report is submitted, within one month time from the date of such appointment, to the Commission and the Trustee. The Trustee with the prior approval of the Commission shall decide the cost of such interim audit.

## ***5.7 Responsibilities and Obligations of the Trustee***

The Trustee of the Pension Fund is:

**Central Depository Company of Pakistan Limited**  
CDC House, 99-B, Block "B",  
S.M.C.H.S, Main Shahrah-e-Faisal,  
Karachi – 74400, Pakistan

(Any change in the registered office address of the Trustee shall be notified by the Trustee to the Commission and the Pension Fund Manager.)

**CDC's Vision Statement:** To be a leading national institution providing quality services to capital and financial markets stimulating economic growth.

**CDC's Mission Statement:** CDC is committed to provide secured and dependable services to the capital and financial markets in an efficient and cost-effective manner comparable to best international practices. The Company's aim is to be the center of excellence by continuously employing the state-of-the-art technology available and best talent in the country while maintaining good corporate governance in its working. It is committed to provide its employees an environment of professional and personal growth.

**Brief Profile:** Central Depository Company of Pakistan Limited (CDC) was incorporated as a public limited company on January 21, 1993 in Pakistan and received certificate of commencement of business on August 10, 1994. The principal business activity of the company is to manage and operate the Central Depository System (CDS), which is an electronic book entry system to record and transfer securities. It was formed for facilitating efficient, risk free and cost effective settlement of securities in accordance with the international standards to cope up with the ever-rising volume of trading in securities at the Stock Exchanges in Pakistan.

From the year 2002, CDC expanded its business activity to provide trustee/ custodial services to mutual funds industry. Currently, CDC is acting as the trustee for open-end, closed-end mutual funds and Voluntary Pension Funds under management of all the leading asset management companies, investment advisers and voluntary pension fund managers. All trustee related operations of CDC are completely automated and supported by strong and efficient computerized systems and dedicated staff. The Trustee Division has

the benefit of CDC's existing structure, as well as that for handling the National Clearing and Settlements System. In a short span of time after introducing its trusteeship business, CDC has emerged as the largest trustee / custodial service provider in Pakistan.

**Management:** CDC is run purely on professional management basis and most of the Directors on the Board of CDC represent their respective investor institutions, without any personal stake in the company. The chief executive is a highly qualified professional, without any affiliation in any investor institution. Operations of the company are carried out by a team of high caliber professionals from a wide spectrum of relevant disciplines possessing graduate and postgraduate qualifications from distinguished local and international institutions.

### 5.7.1 Obligations of the Trustee

- i) The Trustee shall comply with the provisions of this Deed and the Rules, 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 Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee in consultation with the Pension Fund Manager. Provided that the Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by negligence or any reckless or willful act and/or omission of the Trustee or any of its directors, officers, nominees or agents.
- ii) The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Participants. The Trustee shall not be under any liability on account of anything done or not done by the Trustee in good faith in accordance with or in pursuance of any request of the Pension Fund Manager, provided *that* the Trustee's actions and the Pension Fund Manager's requests are not in conflict with the provisions of this Deed or the Rules. Whenever pursuant to any provision of this Deed any certificate, notice, direction, instruction or other communication is to be given by the Pension Fund Manager to the Trustee, the Trustee may accept as sufficient evidence thereof a document signed or purporting to be signed on behalf of the Pension Fund Manager, by any person whose signature the Trustee is for the time being authorized in writing by the Pension Fund Manager to accept.
- iii) The Trustee shall; -
  - a. take into its custody or under its control all the property of the Pension Fund and hold it in trust for the Participants in accordance with the applicable law, the Rules and the provisions of the Constitutive Documents; and the cash and register able assets shall be registered in the name of, or to the order of, the Trustee;
  - b. be liable for any loss caused due to its willful act or omission or that of its agent or delegate in relation to custody of assets or any investment forming part of the property of the pension fund;
  - c. be liable for the act and omission of the lender and its agent in relation to assets forming part of the property of the Pension Fund and, where borrowing is undertaken for the account of the Pension Fund, such assets may be registered in the lender's name or in that of a nominee appointed by the lender;
  - d. ensure that the issue, redemption and cancellation of Units are carried out in accordance with the provisions of the Rules and the Constitutive Documents of the Pension Fund;

- e. ensure that the methods adopted by the Pension Fund Manager in calculating the values of the Units of each Sub- Fund of the Pension Fund are adequate and that the Net Asset Value is calculated in accordance with the provisions of the Constitutive Documents or as specified by the Commission;
- f. carry out the instructions of the Pension Fund Manager in respect of Investment Policy, unless they are in conflict with the provisions of the Constitutive Documents;
- g. ensure that the investment policy prescribed by the Commission from time to time and the borrowing limitations set out in the Trust Deed, the Rules and other conditions under which the ABL Pension Fund was authorized are complied with;
- h. issue a report to be included in the annual report to be sent to Participants whether, in the Trustee's opinion, the Pension Fund Manager has in all material respects managed the Pension Fund in accordance with the provisions of the Constitutive Documents, and if the Pension Fund Manager has not done so, the respects in which it has not done so and the steps which the Trustee has taken in respect thereof;
- i. ensure that Units are not allocated until Contributions have been received.
- j. shall obtain and maintain replication of all the records of the Participants maintained by the Pension Fund Manager or the Registrar, as the case may be, and shall keep the records updated on fortnightly basis;
- k. ensure that the Pension Fund Manager has specified a criteria in writing to provide for a diverse panel of brokers at the time of offering of a pension fund or for any subsequent change;
- l. ensure that the Pension Fund Manager has been diligent in appointing brokers and shall not enter, on behalf of a pension fund, into transactions with any broker that exceed Fifteen per cent of the commission payable by a pension fund in any one accounting year:

Provided that this restriction shall not apply to transactions relating to money market instruments or debt securities.;

- m. Immediately inform the Commission if any action of the Pension Fund Manager contravenes any provision of the Ordinance, these rules, constitutive document, offering document, guidelines, codes, circulars, directives or any other applicable laws; and
  - n. Comply with the directions of the Commission given in the interest of the participants.
- iv) The Trustee shall, from time to time appoint, remove or replace one or more Custodian(s) as an agent for performing the Custodian Function at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee and approved by the Pension Fund Manager;
  - v) The Trustee shall make available or ensure that there is made available to the Pension Fund Manager such information as the Pension Fund Manager may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
  - vi) The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Pension Fund Manager as may be considered

- necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible in a manner so as to enable the Pension Fund Manager to meet obligation for finalization of financial statements of the Sub-Funds within the required time period.
- vii) The Trustee shall promptly provide proxies or other forms of power of attorney to the order of the Pension Fund Manager with regards to any voting rights attaching to any Investments.
  - viii) The Commission may, if it is satisfied that it is necessary and expedient so to do in the interest of the Participants, or in the interest of the capital market and public, by an order in writing, give such directions to the Trustee which are essential to enforce the Rules including but not limited to making arrangements for safe custody of assets of the Pension Fund, submission of reports and disclosure of information.
  - ix) The Trustee shall, if requested by Pension Fund Manager and may if it considers necessary for the protection of Trust Property or safeguarding the interest of Participants, institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleading and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All costs, charges and expenses (including reasonable legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses, provided that, no such indemnity shall be available in respect of any action taken against the Trustee for negligence or breach of fiduciary duties in connection with its duties as the Trustee under this Deed or the Rules.
  - x) None of the Trustee, the Custodian (if Trustee has appointed another person as Custodian), the Pension Fund Manager or any of their Connected Persons shall sell or purchase or deal in the sale of any Investment with the Pension Fund save in the capacity of an intermediary

#### **5.7.2 Retirement or Change of Trustee**

- a) The Trustee shall not be entitled to retire voluntarily or otherwise except with the prior approval of the Commission and on appointment of a new trustee and such retirement shall take effect at the same time as the new trustee is appointed.
- b) In the event of the Trustee desiring to retire, the Pension Fund Manager with the prior written approval of the Commission, within a period of three months of the Trustee giving notice of its intention to retire to the Pension Fund Manager shall by a Supplementary Trust Deed under the seal of the Pension Fund Manager and the Trustee, appoint a new trustee under the provisions of the Rules in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Trust in the name of the new trustee. The retirement of the Trustee shall take effect at the same time as the new trustee is appointed and the Supplementary Trust Deed, reflecting this appointment is executed. The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Trustee are audited by the Auditors of the fund and the audit report is submitted, within one month time from the date of such appointment, to the Commission, the newly appointed Trustee and the Pension Fund Manager. The Pension Fund Manager with the prior approval of the Commission shall decide the cost of such interim audit

- c)** If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction on terms previously agreed to with the Pension Fund Manager ) or ceases to carry on business of trusteeship or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Trust under the provisions of the Rules, the Pension Fund Manager shall with prior approval of the Commission by instrument in writing remove the Trustee from its appointment under this Deed and shall by the same or some other instrument in writing simultaneously appoint as Trustee some other company or corporation according to the provisions of the Rules and this Deed as the new trustee.
- d)** The Commission after giving thirty days notice, may remove the Trustee by order in writing on grounds of any material default or non-compliance with the provisions of the Rules or this Deed, negligence of its duties or incompetence in performing its duties or if the Commission is of the opinion that the Trustee has otherwise neglected or failed to comply with any order or direction of the Commission and considers that it would be in the interest of the Participants so to do; provided that such notice shall not per se be regarded as an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.
- e)** The Pension Fund Manager may also remove the Trustee with the prior approval of the Commission after giving three months notice if the Pension Fund Manager feels that the Trustee is charging a remuneration that is not comparable to the market norm and it would be in the interest of the Participants to appoint another trustee. For this purpose, if the Pension Fund Manager, based on a firm quotation or offer received from an alternate institution (qualified to be appointed as trustee of a pension fund) determines that the remuneration being paid to the Trustee is not comparable to the market norm and that for this reason, it would be in the interest of the Participants to appoint another trustee on such favorable terms, it will issue a thirty days' notice of removal of the Trustee on this ground. However after receiving such notice from the Pension Fund Manager, the Trustee shall have the option to continue as Trustee of the Fund on such favorable terms offered by the alternate institution or to retire as Trustee of the Fund and notify the Pension fund Manager accordingly. The change of Trustee will become effective with the Commission's approval, once the newly appointed trustee takes charge of all duties and responsibilities and appoint another trustee; provided that such notice shall not per se be regarded an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.
- f)** Upon the appointment of a new trustee the Trustee shall immediately deliver all the documents and records to the new trustee and shall transfer all the Trust Property and any amount deposited in any Individual Pension Account to the new trustee and make payments to the new trustee of all sum due from the Trustee.
- g)** The new trustee shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto as trustee of the Pension Fund.
- h)** Notwithstanding the removal or resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Rules, the Trustee shall remain entitled to the benefit under the terms of this Deed till the removal or resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/ or the Rules.

## 5.8 Registrar of the Units of the Pension Fund

<sup>2</sup>[The Pension Fund Manager shall perform the Registrar Functions as stated in Clause 14.2 (Register of Participants) of the Offering Document directly, through an in-house arrangement.

The Register of Participants shall be maintained at the following address:

“ABL Asset Management Company Limited.  
11-B Lalazar M.T. Khan Road Karachi, Pakistan.”]

## 5.9 DISTRIBUTOR/INVESTMENT FACILITATOR

The main Distributors of the Fund shall be:

ABL Asset Management Co. Ltd. and its branches.

The Pension Fund Manager may from time to time appoint or remove Distributors, Investment Facilitators and Sales Agents for the Fund under intimation to the Commission and the Trustee.

## 5.10 Auditor

5.10.1 The first Auditors of the ABL Pension Fund shall be:

**A.F. Ferguson & Company, Chartered Accountants**  
(A member firm of Price Waterhouse Coopers)  
State Life Building No. 1-C,  
I.I. Chundrigar Road,  
Karachi, Pakistan

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

5.10.2 After the date referred in clause 5.10.1, the Pension Fund Manager shall with the consent of the Trustee appoint the Auditors, a firm of chartered accountants who shall be independent of the auditor of the Pension Fund Manager and the Trustee. The Pension Fund Manager may at any time, with the concurrence of the Trustee, and shall, if required by the Commission, remove the Auditors and appoint another Auditor in its place. Furthermore, the Pension Fund Manager shall ensure that the Auditors so appointed, including the first Auditors, are appointed from the panel of Auditors as prescribed by the Commission for this purpose.

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<sup>2</sup> Substituted vide 3<sup>rd</sup> Supplemental Offering Document dated March 24, 2016. The substituted clause read as follows:

**“IT MINDS Limited**  
99-B, Block ‘B’, S.M.C.H.S.,  
Main Shahrah-e-Faisal,  
Karachi, Pakistan.

5.8.1 The management company has signed a Back Office Accounting Services agreement with IT Minds Limited, a consultancy and advisory company, incorporated in Pakistan under the Ordinance, and is authorized in terms of its Memorandum of Association to provide back office accounting services to corporations and notified entities. IT Minds Limited has the requisite expertise, competence and resources to provide the Services and is willing to provide the aforesaid Services for the Company.”

- 5.10.3 The Auditors shall hold office until transmission of the annual report and accounts. The Auditors shall be appointed for a term of one year (except the first Auditors whose first term may be shorter than one year), but no Auditor shall be appointed for such number of consecutive terms as may be decided by the Commission from time to time. The following persons shall not qualify to be the Auditors of the Pension Fund:
- a. A person who is or at any time during the preceding three years was a director, officer or employee of the Pension Fund Manager or the Trustee;
  - b. A person who is a partner of, or in employment of, a Director, Officer, Employee, or Connected Person of the Pension Fund Manager or Trustee;
  - c. The spouse, brothers, sisters or lineal ascendants or descendants of a director, officer or an employee of the Pension Fund Manager or Trustee;
  - d. A person who is indebted to the Pension Fund Manager or Trustee; and
  - e. A body corporate.
  - f. A person who is not qualified to be appointed as auditor of a public company under the terms of Section 254 of the Ordinance shall not be appointed as the Auditor
  - g. A person who is not qualified to be appointed as auditor under the terms of Sections 254(3) and 254(4) of the Ordinance shall not be appointed as the Auditor. For the purposes of this sub clause 5.10.3h, references to “company” in those Sections shall be construed as references to the Pension Fund Manager and the Trustee. Section 254(5) of the Ordinance will apply to the Auditor *mutatis mutandis*
  - h. Appointment of a partnership firm to be the Auditors shall be deemed to be the appointment of all persons who are partners in the firm from time to time.
- 5.10.4 The Auditors shall have access to the records, books, papers, accounts and vouchers of the Trust, whether kept at the office of the Pension Fund Manager, Trustee, Custodian, Registrar or elsewhere and shall be entitled to require from the Pension Fund Manager, the Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.
- 5.10.5 The Auditor shall prepare an auditor’s report as required under the Rules, applicable laws and Regulations, to be transmitted to the Commission and the Participants.
- 5.10.6 The contents of the Auditors report shall be as required in the Rules. In case the Rules or any other applicable laws relating to appointment of Auditors of the Pension Funds are amended or substituted, the amended Rules or other applicable laws, as the case may be, shall be deemed to become part of this Deed without the need to execute a Supplemental Trust Deed.
- 5.10.7 The Commission shall monitor general financial condition of the Pension Fund, and, at its discretion, may order special audit and appoint an auditor who shall not be the external auditor of the Pension Fund, to carry out detailed scrutiny of the affairs of the Pension Fund, provided that the Commission may, during the course of the scrutiny, pass such interim orders and give directions as it may deem appropriate. On receipt of the special audit report, the Commission may direct the Pension Fund Manager to do or to abstain from doing certain acts and issue directives for immediate compliance which shall be complied forthwith or take such other action as the Commission may deem fit.

## **5.11 Legal advisor**

5.11.1 The first legal advisor of the ABL Pension Fund shall be:

**M/s Bawaney & Partners**

404, 4th Floor, Beaumont Plaza,  
Beaumont Road,  
Karachi, Pakistan

5.11.2 The Pension Fund Manager may, in consultation with the Trustee, the legal advisor or appoint a new legal advisor to a vacancy created by the resignation or removal of the legal advisor. The particulars of the new legal advisor shall be deemed to become part of the Trust Deed and the Offering Document without the need to execute a Supplementary Trust Deed or Offering Document.

## **5.12 Bankers**

5.12.1 Allied Bank Limited

5.12.2 The Pension Fund Manager may from time to time, remove or appoint additional bankers as and when it deems appropriate.

# **6 CHARACTERISTICS OF THE PENSION FUND**

## ***ELIGIBILITY***

All individuals fulfilling the eligibility criteria prescribed by the Commission from time to time under the Rules or any directive/circular shall be eligible to contribute to the Pension Fund authorized under the Rules, directly as well as through their employers.

## **6.2. STRUCTURE OF PENSION FUND**

The Pension Fund shall be in the form of a trust being made up of an equity sub-fund, a debt sub-fund and a money market sub-fund and such other sub-funds as may be allowed by the Commission. The Pension Fund shall have different Allocation Schemes that may be specified by the Commission from time to time. Details of Allocation Schemes currently being offered by the Pension Fund Manager shall be given in the Offering Document. When the Additional Allocation Schemes or Sub-Funds are launched, the Pension Fund Manager shall announce the same by Supplementary Offering Document and Trust Deed.

The Pension Fund established is perpetual in life and shall not be wound-up or terminated by way of liquidation.

## **6.2 APPLICATION PROCEDURES**

The procedure herein below is designed for paper based transactions. The Pension Fund Manager may at a later date introduce electronic/ Internet based options for the transactions.

- a. Participation in the Pension Fund shall be offered through Authorized Branches/Offices of Distributors and Investment Facilitators/Sales Agents.
- b. Before contributing, either himself or through the employer, to the Pension Fund, eligible person must open an account with the Pension Fund Manager, to be known as Individual Pension Account (the "IPA"), using the Prescribed Application Form.
- c. Details of documents required to be submitted along with the Forms would be as per the Offering Document and as per the Rules, Regulations and Guidelines issued by the Commission from time to time.
- d. The Pension Fund Manager shall make arrangements that all Forms shall be available and can be obtained from the offices of Pension Fund Manager, Investment Facilitators/Sales Agents, any authorize branches / offices of Distributor of the Pension Fund Manager or downloaded from the Pension Fund Manager's website or requested from the Pension Fund Manager by courier or through electronic means.
- e. The Pension Fund Manager or the Distributor shall verify the particulars given in the Prescribed Application Form. The Investment facilitators / sales agents and distributors shall ensure that only those forms are received and forwarded to the Registrar for further processing which are complete in every respect.
- f. The Participant shall have the option to select any one of the Allocation Schemes offered by the Pension Fund Manager. In the event of no choice made by the Participant, the Pension Fund Manager will have the right to allocate the Contributions to a default Allocation Scheme in light of the Prescribed Allocation Policy, as may be considered in the interest of the participants.
- g. After opening an account or at the time of opening of account a Participant may by using the Form, make Contribution towards Pension Fund. Allocation of Contributions among Sub-Funds will be made as per the Allocation Scheme selected by the Participant and the Allocation Scheme once selected can be changed as per the Rules, Regulations and Circulars issued from time to time. Initially the Allocation Scheme is intimated to the Pension Fund Manager through a Prescribed Application Form.
- h. Application for Contribution shall be made by completing the Form and submitting it physically or electronically via designated website to the Authorized Branches of the Distributor or to the Pension Fund Manager together with the payment by cheque, bank draft, pay order, or online transfer as the case may be in favor of "CDC - Trustee ABL Pension Fund" and crossed "Account Payee only". Insurance premiums, if any, can also be collected with the said Contribution.
- i. If subsequent to receipt of the application by the Distributor or Pension Fund Manager, 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 up to fifteen days and in the event the discrepancy is not removed in the said fifteen days, the amount will be refunded out of collection account without any profit, interest or mark-up.
- j. If the cheque has been returned unpaid, the application for Contribution will be rejected.
- k. The Applicant must obtain a copy of the application or the receipt signed and stamped by an authorized officer of the Distributor, Investment Facilitators/Sales Agents acknowledging its receipt. However, in case of online Contributions, if any offered by the Pension Fund Manager and with consent of trustee and approval by the Commission the online acknowledgement will be sufficient for the purpose of this clause.

- l. If an application received pursuant to this Clause 6.2 is found by the Pension Fund Manager, Registrar or the Distributor to be complete and correct in all material respects, the Pension Fund Manager, Registrar or the Distributor shall advise the applicant in writing of the opening of the applicant's Individual Pension Account with the Pension Fund Manager and shall also advise the applicant the number of such account.
- m. Subject to the State Bank of Pakistan's regulations or any other applicable law, the Pension Fund Manager will make arrangements, from time to time, for receiving the Forms and payments from outside Pakistan from the Participants or Applicants who meet with the eligibility criteria and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.
- n. The prescribed Forms can be lodged with any Distributor or Investment facilitators / sales agents. Sales Agent or authorized representatives of the Distributor can collect these Forms for onward submission to the Distributor or Pension Fund Manager.

### **6.3 ALLOCATION/ ISSUE OF UNITS**

- a. The Prescribed Application Form, complete in all respects including payment (on cleared funds basis), received by the Pension Fund Manager or Distributor at its/their Authorized Branches during Business Hours on any Dealing Day from any Participant shall be immediately credited to the Individual Pension Account of the Participant after deducting the Front-end Fees or Insurance premium if any. Such amount in the Individual Pension Account shall be used to purchase the Units of Sub-Funds of the Pension Fund as per the Allocation Scheme selected by the Participant, at the Net Asset Value notified by the Pension Fund Manager at the close of that Dealing Day for each Sub-Fund. Any Form received after Business Hours will be transferred to the next Dealing Day.
- b. The Pension Fund Manager shall make reallocation of the Units between the Sub-Funds as per Rules and Offering Document to ensure that the allocation of Units of all the Participants are according to the Allocation Schemes selected by the Participants or where no selection has been made, according to the Default Allocation Scheme.

Application procedure highlighted herein above may be altered by the Pension Fund Manager from time to time with the approval of the Commission. Such alterations shall be announced in by Supplemental Offering Documents and shall be deemed to correspondingly alter the above provisions without the need to execute a Supplemental Trust Deed.

### **6.4 CONTRIBUTION PROCEDURES AND MINIMUM CONTRIBUTIONS**

6.4.1 Contributions from Eligible persons and/ or from their employers can be paid lump sum or in installments during any Tax Year. Detailed procedures are mentioned in clause 6.2 and 6.3 above.

6.4.2 The Pension Fund Manager shall send an account statement as an acknowledgement of receipt of the Contribution, to the Participant or the employer, as the case may be, within 7 Business Days of the receipt of Prescribed Application Form complete in all respects along with realization of payment. Such account statement shall provide all the information as per Guidelines issued by the Commission in this regard.

6.4.3 Dispatch of the account statement as an acknowledgment through registered post / courier shall be sufficient to meet the needs of the above obligation. However, for

contributions routed through the employers only the acknowledgement receipt of documents provided to the employers shall suffice for the above obligation.

6.4.4 The Fund may be marketed in conjunction with group life or other Insurance schemes or any other scheme subject to approval of the Commission. These supplementary schemes would not be compulsory for all the Participants to join and the Trustee would be authorized to deduct the premiums only from the Contributions of those Participants who have opted to join such schemes. The Trustee would be making payment of deducted premium to the relevant Insurance Company on the instruction of the Pension Fund Manager. Only the net amount of Contributions after deduction of the front end load and premium would form part of the Trust Property.

6.4.5 Contribution procedure enunciated in clauses 6.4.1 to 6.4.5 shall be subject to alterations due to amendments to or substitutions of the Rules and/or the Income Tax Ordinance, 2001 and/or the Income Tax Rules. Such alterations with prior approval of the Commission shall be announced in Supplementary Offering Documents and shall be deemed to correspondingly alter the above provisions in this Deed without the need to execute a Supplementary Trust Deed.

The Pension Fund Manager may make arrangements to accept contributions through electronic means upon satisfaction of the Trustee.

#### **6.4.1 Minimum Contributions**

- a. <sup>3</sup>[The minimum amount of Contribution initially and subsequently into an Individual Pension Account shall be as Rs.500/- as approved by the Commission. The Participant can make Contribution at any frequency into his/her Individual Pension Account.]
- b. The Pension Fund Manager reserves the right to alter the minimum amounts of Contribution, with the consent of the Trustee and under intimation to the Commission, and the same will be effective irrespective of registration of Supplementary Trust Deed.

### **6.5 Options and Procedures in case of Cessation, Temporary or Permanent, of Contributions by the Participants**

- 6.5.1 The Pension Fund Manager shall allow the Participants or their employers, if any, to pay the desired contribution into the Pension Fund in one lump sum or in installments during any fiscal year.
- 6.5.2 There will be no penalties on delayed payments or temporary or permanent cessation of Contributions. Participants may continue to make the payments at any time till their retirement.

### **6.6 Sub-Funds of ABL Pension Fund**

- 6.6.1 Initially the ABL Pension Fund shall consist of the following three Sub-Funds:

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<sup>3</sup> Substituted vide 1st Supplemental Offering Document dated January 26, 2015. The substituted Sub-Clause 6.4.1 (a) read as follows;

*“The minimum amount of Contribution initially and subsequently into an Individual Pension Account shall be as stated in the Offering Document approved by the Commission. The Participant can make Contribution at any frequency into his/her Individual Pension Account.”*

- a) **ABL-PF Equity Sub-Fund:** The objective of the Fund is to achieve long term capital growth. The Fund shall invest primarily in equity securities, with a minimum investment of 90% of its net asset value in listed shares.
- b) **ABL-PF Debt Sub-Fund:** The objective of the Fund is to provide income along with capital preservation. The Fund shall invest primarily in tradable debt securities with the weighted average time to maturity of the investment portfolio of the Sub-Fund not exceeding five years.
- c) **ABL-PF Money Market Sub-Fund:** The objective of the Fund is to provide regular income along with capital preservation. The Fund shall invest primarily in short term money market securities with the average time to maturity of the fund not exceeding 90 days.

The ABL Pension Fund, after successfully managing the Equity, Debt and Money Market Sub-Funds, may with the approval of the Commission launch other Sub-Funds through a Supplemental Trust Deed and a Supplementary Offering Document to incorporate information for investments in other classes of assets.

## **6.7 Allocation Scheme**

- 6.7.1 The Pension Fund Manager shall offer different Allocation Schemes to the Participants to choose from, allowing the Participants to adopt a focused investment strategy, according to their risk/return requirements, through Sub-Funds of ABL Pension Fund, managed by the Pension Fund Manager. The risk profile of each Allocation Scheme shall be dependent on the percentage allocation of that Scheme in the various Sub-Funds. Each Allocation Scheme being offered can have exposure to the following sub-Funds:
  - i. ABL-PF Equity Sub-Fund
  - ii. ABL-PF Debt Sub-Fund
  - iii. ABL-PF Money Market Sub-Fund
- 6.7.2 The Contributions received from any Participant shall be allocated amongst the Sub-Funds in accordance with the Allocation Scheme selected by the Participant.
- 6.7.3 The Participant has the option to select any one from the Allocation Schemes or products being offered by the Pension Fund Manager at the date of opening his/her Individual Pension Account. The Participant may change the Allocation Scheme not more than twice in a financial year thereafter. Notice for the change in Allocation Scheme must be sent by the Participant in writing or in such other form as may be acceptable to the Pension Fund Manager.
- 6.7.4 In the event that the Participant does not select any Allocation Scheme/ product, the Pension Fund Manager will allocate the Contributions in accordance with the Default Allocation Scheme as prescribed by the Commission, from time to time.
- 6.7.5 The Pension Fund Manager is offering the following five Allocation Schemes

to allocate the Contributions received from the Participants in the Sub-Funds:

**i) High Volatility Asset Allocation Scheme**

This scheme shall allocate a major portion of the Contribution to the Equity Sub-Fund; the remaining portion will go to the Debt Sub-Fund, while there will be no allocation to the Money Market Sub-Fund.

The scheme is therefore suitable for investors with a high risk tolerance and preference for equity exposure

<b>Allocation Scheme</b>	<b>ABL-PF Equity Sub-Fund</b>	<b>ABL-PF Debt Sub-Fund</b>	<b>ABL-PF Money Market Sub-Fund</b>
High Volatility	Min 65% Max 80%	Min 20%	Nil

**ii) Medium Volatility Asset Allocation Scheme**

This scheme shall seek to allocate a major portion of the Contributions to the Equity Sub-Fund and Debt Sub-Fund and the remaining portion will be allocated to the Money Market Fund.

This schemes aims to strike a balance between investments in equities and debt, thereby suiting Participants who have moderate risk tolerance.

<b>Allocation Scheme</b>	<b>ABL-PF Equity Sub-Fund</b>	<b>ABL-PF Debt Sub-Fund</b>	<b>ABL-PF Money Market Sub-Fund</b>
Medium Volatility	Min 35% Max 50%	Min 40%	Min 10%

**iii) Low Volatility Asset Allocation Scheme**

This scheme shall allocate a major portion of the Contribution to the Debt Sub-Fund and the remaining portion will be allocated between the Equity Sub-Fund and Money Market Sub-Fund.

By placing a major portion of the funds in the Debt Sub-Fund, this scheme offers a low risk and less volatile avenue to Participants. It is therefore appropriate for individuals who are relatively risk averse in nature and prefer safer investments.

<b>Allocation Scheme</b>	<b>ABL-PF Equity Sub-Fund</b>	<b>ABL-PF Debt Sub-Fund</b>	<b>ABL-PF Money Market Sub-Fund</b>
Low Volatility	Min 10% Max 25%	Min 60%	Min 15%

#### iv) Lower Volatility Asset Allocation Scheme

This scheme shall not allocate any portion of the Contribution to the Equity Sub-Fund. The entire contribution will be allocated between the Debt Sub-Fund and the Money Market Sub-Fund.

This scheme takes no exposure to equities, which are considered risky securities. By investing only in debt and money market instruments, this scheme is the least risky amongst the approved four schemes, prescribed by the Commission.

<b>Allocation Scheme</b>	<b>ABL-PF Equity Sub-Fund</b>	<b>ABL-PF Debt Sub-Fund</b>	<b>ABL-PF Money Market Sub-Fund</b>
Lower Volatility	Nil	Min 40%	Min 40%

#### v) Customized Allocation Scheme

Customized Allocation Scheme offers a personalized investment allocation between the equity and fixed income instruments through investments in Equity Sub-Fund, Debt Sub-Fund and Money Market Sub-Fund. Participants can choose varying allocations between the Sub-Funds in line with their own risk/return profile.

ABL Pension Fund may provide additional allocation schemes or products subject to approval of the Commission. Up to two additional Allocation Schemes may be approved in the first 5 years.

In the event of no choice made by the Participant, the Pension Fund Manager shall allocate the Contribution to Low Volatility Asset Allocation, or as prescribed by the Commission.

- 6.7.6 The Pension Fund Manager may add more Allocation Schemes in the existing or additional Sub-Funds, after five years of operations, with the prior approval of the Commission.
- 6.7.7 The percentage allocations of each Allocation Scheme may be changed at least once in a given financial year as the Pension Fund Manager deems fit, if in the opinion of the Pension Fund Manager the market condition warrants such change and such change shall be intimated to the Participants in a manner that the Pension Fund Manager may deem appropriate. The range between which the percentage allocations of each Allocation Scheme may be changed, which are based on the guidelines and criteria announced by the Commission, are as given below:

<b>Allocation Scheme</b>	<b>Equity Sub-Fund</b>	<b>Debt Sub-Fund</b>	<b>Money Market Sub-Fund</b>
High Volatility	Min 65% Max 80%	Min 20%	Nil
Medium Volatility	Min 35% Max 50%	Min 40%	Min 10%
Low Volatility	Min 10% Max 25%	Min 60%	Min 15%
Lower Volatility	Nil	Min 40%	Min 40%

- 6.7.8 The Participant shall have the option to change his selected Allocation Scheme to another Allocation Scheme being offered by the Pension Fund Manager not more than twice in a financial year. The notice for the change in Allocation Scheme shall be provided to the Pension Fund Manager by the Participant before the relevant date, in writing through submission of the Change of Allocation Scheme Form or in such form as may be acceptable to the Pension Fund Manager. On the relevant date, the Units shall be reallocated in accordance with the new Allocation Scheme and any subsequent allocations and reallocations shall be made according to the new selected Allocation Scheme.
- 6.7.9 As a part of the Prescribed Application Form, each Participant shall provide an undertaking that he/she has no objection to the investment/allocation policy determined by the Commission and offered by the Pension Fund Manager and he/she is fully aware of the risks associated with his/her selection of Allocation Scheme.

## **6.8 Allocation among the Sub-Funds**

- 6.8.1 Each Participant of the Pension Fund will in turn be the holder of Units of the Sub-Funds in proportions determined in accordance with the Allocation Scheme selected by the Participant as per Clause 6.7.5 or, in the absence of selection by the Participant, the Default Allocation Scheme selected for the Participant by the Pension Fund Manager in accordance with Clause 6.7.7 or, in certain conditions prescribed under the Rules, of cash held in an appropriate Bank Account in the name of the Trustee.
- 6.8.2 The Pension Fund Manager shall manage the equity allocation within the prescribed limits of the scheme using various investment management tools. Increase or decrease in allocation to the Debt Sub-Fund (normally higher-yielding than money market investments) in preference to the Money-Market Sub-Fund (normally lower risk and lower return investments) will be based on anticipated interest rate movements and risk-reward profile of underlying debt instruments.
- 6.8.3 The Pension Fund Manager will make reallocation of the Sub-Fund Units between the Sub-Funds at least once a year to ensure that the allocations of Sub-Fund Units of all the Participants are according to the selected allocation scheme of the Participants.
- 6.8.4 All Participants of the Pension Fund will, in turn, be holders of Units of the Sub-Funds in various proportions or, in certain conditions, of cash held in an appropriate bank account in the name of the Trustee.

## **6.9 Allocation Policy**

- 6.9.1 A Participant has the option to select any Allocation Scheme in relation to his Contributions and shall make such selection at the date of opening his Individual Pension Account. A Participant may change any Allocation Scheme selected by him in relation to his Contributions to a different Allocation Scheme selected by him not more than twice in a financial year.
- 6.9.2 The number of Units of any Sub-Fund purchased out of Contributions made by any Participant shall be determined in accordance with the Allocation Scheme selected by the Participant.
- 6.9.3 The Pension Fund Manager may assist a Participant in the selection of a suitable Allocation Scheme but the final decision and responsibility as to which Allocation Scheme to choose shall lie with the Participant.
- 6.9.4 The Pension Fund Manager or the Registrar shall ensure a built-in mechanism to facilitate the changes in asset allocation automatically between the Sub-Funds within the limits of the Prescribed Allocation Policy as and when required by the Pension Fund Manager.
- 6.9.5 If any Participant fails to select an Allocation Scheme at the date of opening his Individual Pension Account, the Pension Fund Manager shall allocate Contributions of the Participant to the Default Allocation Scheme, which shall be Low Volatility Asset Allocation Scheme, specified in Clause 6.7.7.
- 6.9.6 The Default Allocation Scheme mentioned in 6.9.5 above, shall then be deemed to be a Participant's selected Allocation Scheme in the event that the Participant fails to select an Allocation Scheme at the date of opening his Individual Pension Account.
- 6.9.7 The Pension Fund Manager shall make re-allocation of the Sub-Fund Units between the Sub-Funds at least once a year to ensure that allocations of Sub-Fund Units of all the Participants are according to the Allocation Schemes selected or deemed to be selected by the Participants.
- 6.9.8 An Individual Pension Account shall not be subject to any lien, pledge, encumbrance or attachment in the execution of a decree, nor shall it be chargeable or assignable; and any agreement to charge or assign an allowance shall be void, and no sum shall pass to any trustee or person acting on behalf of a Participant's creditors in the event of his bankruptcy.
- 6.9.9 Each Participant shall provide an undertaking when establishing their Individual Pension Account or when selecting or deemed to be selecting an Allocation Scheme that they have no objection to the Investment Policy and the Approved Allocation Policy and that they are fully aware of the risks associated with the Allocation Scheme selected by them.
- 6.9.10 The criteria of allocations may be subject to changes and modifications from time to time in accordance with the changes in the Investment Policy and the Prescribed Allocation Policy. All such changes shall be announced through Supplementary Offering Documents.

## **6.10 INDIVIDUAL PENSION ACCOUNT**

- 6.10.1 The Pension Fund Manager shall assign a unique Customer ID to the Individual Pension Account of each Participant. Such unique Individual Pension Account number shall be issued in line with the criteria prescribed by the Commission.
- 6.10.2 The Contribution received from any participant on any Business Day by the Trustee shall immediately be credited to the Individual Pension Account of the respective Participant. The amount in the Individual Pension Account shall be used for the purchase of the Units of different Sub-Funds in accordance with the Allocation Scheme selected by the Participant. In the event of no Allocation

Scheme being selected by any Participant, the Pension Fund Manager shall allocate the Contributions among the various Sub-Funds in line with Default Allocation Scheme under the Prescribed Allocation Policy, as may be considered in the interest of the participants.

- 6.10.3 Contributions shall not be treated as having been received from or on behalf of any Participant unless they are received by the Trustee in cleared funds and only the amount received in cleared funds shall be treated as the Contribution received.
- 6.10.4 If any Contribution is received from or on behalf of any Participant by in cleared funds on a day which is not a Business Day, it will be treated as having been received on the first following Business Day.
- 6.10.5 The Participant shall have a right to change his/her Allocation Scheme as per the Rules and Circulars issued from time to time.
- 6.10.6 The Pension Fund Manager shall make reallocation of the Units between the Sub-Funds as per Rules and Offering Document to ensure that the allocation of Units of all the Participants are according to the Allocation Scheme selected by the Participants or where no selection has been made, according to the Default Allocation Scheme, as may be considered in the interest of the participants.
- 6.10.7 Individual Pension Account and the Units shall not be subject to any lien, pledge or encumbrance, attachment in the execution of a decree, nor shall it be chargeable or assignable; and any agreement to charge or assign an allowance shall be void, and on the bankruptcy of a Participant, no sum shall pass to any trustee or person acting on behalf of his/her creditors.
- 6.10.8 As part of the Form, each Participant shall provide an undertaking that he/she has no objection to the Prescribed Investment Policy and Prescribed Allocation Policy determined by the Commission and he/she is fully aware of the risks associated with his/her selection of Allocation Scheme.
- 6.10.9 In case of retirement of the Participant, the units available in the Individual Pension Account shall be en-cashed on the first Dealing Day falling on or immediately after the date of retirement and such cash shall be deposited in a bank account maintained with a Bank having minimum entity rating by a credit rating agency as specified in the Offering Document which shall earn profit at applicable market rates offered for deposits of such amount and duration from the date of retirement till the date at which retirement options are exercised.
- 6.10.10 In case of death before retirement, the units available in the Individual Pension Account shall be en-cashed on the Dealing Day on which intimation of the death of the Participant would be received in writing (along with the necessary documents as may be acceptable to the PFM and/or Trustee) and such cash shall be deposited in a bank account maintained with a Bank having minimum entity rating by a credit rating agency as specified by the in the Offering Document which shall earn profit at applicable market rates offered for deposits of such amount and duration from the date of intimation of death of the Participant till the date when the available options are exercised by the nominees/survivors.
- 6.10.11 The criteria of allocation may be subject to changes and modifications from time to time in accordance with the change in the Prescribed Investment Policy and Prescribed Allocation Policy. All such changes shall be announced by a Supplementary Offering Documents with the consent of the Trustee and shall be deemed to become part of the Trust Deed without the need to execute Supplementary Trust Deeds.

## **6.11 Frequency of Valuations and Dealings**

- 6.11.1 The valuation of Net Assets of the Sub Funds will be performed on all Dealing Days and any other

day as determined by the Pension Fund Manager

- 6.11.2 Dealing in the Units of the Sub-Funds will be conducted on at least four Dealing Days per week to be announced by the Pension Fund Manager initially in Offering Document and subsequently in newspaper.
- 6.11.3 The valuation shall be conducted as at the close of all Business Days.
- 6.11.4 Contributions from Participants and requests for withdrawals and transfer to other pension fund manager will be received on all Business Days.
- 6.11.5 The Dealing Days shall be all Business Days from Mondays to Fridays every week when banks and stock exchanges are open for normal business, or as notified otherwise by the Pension Fund Manager from time to time and made available on the website of the Pension Fund Manager. The business hours shall be from 9 am to 4 pm from Mondays to Fridays or as notified by the Pension Fund Manager, from time to time and made available on the website of the Pension Fund Manager.
- 6.11.6 The Net Asset Value of each Sub-Fund means the excess of assets over liabilities of the Sub-Fund, divided by the number of Units outstanding of the respective Sub-Funds, such excess being computed in the manner as specified in the Rules, from time to time. Such sum shall be rounded off to the nearest four decimal places.

## **6.12 THE MODE OF ANNOUNCEMENT OF NET ASSET VALUE**

The Net Asset Value of Units shall be made available at Authorized Branches / Offices of the Distributor and at the offices of Pension Fund Manager, and shall also be published in a leading daily newspaper with wide circulation in most of the cities in which the Pension Fund Manager have its distribution network and on the website of the Pension Fund Manager on the day following the day of valuation of the Net Assets.

## **6.13 *Payment of Proceeds on Withdrawals and Transfers***

- 6.13.1 Payment of proceeds on withdrawals and transfers shall be determined as per the Rules and the Income Tax Ordinance, 2001.
- 6.13.2 The Trustee shall, at any time during the life of the Pension Fund, authorize withdrawal from the Individual Pension Account through redemption of Units of Sub-Funds through the authorized Distribution Companies of the Fund.
- 6.13.3 The amount payable on withdrawal shall be paid to the Participant or, in accordance with the Trust Deed, to his nominated survivors, executors, administrators or successors by crossed cheque, pay order or transfer to their designated banker or Life Insurance Company, as the case may be, not later than the sixth (6th) Business Day from the date of presentation of the duly completed "Early Redemption Form" at any Authorized Branch as provided hereto in Annexure "I". The Pension Fund Manager shall ensure that adequate records in respect of the reason for any payment made are maintained. At the written request of the Participant, the Pension Fund Manager may at its discretion (but shall not be bound) advise the Trustee to pay proceeds through some other mode of payment (other than cash).

- 6.13.4 On receiving the Early Redemption Form mentioned in sub Clause 6.13.3 above, complete in all respects, the Pension Fund Manager will redeem the required Units of the Sub-Funds equal to the requested withdrawal amount at the Net Asset Value prevailing on the close of the Business Day on which the request was received.
- 6.13.5 In the event of notification to the Registrar of death or retirement (through 30 days' notice), the Pension Fund Manager shall automatically redeem all the Units from the Sub-Funds of the respective Participant on the close of the Business Day at which the date of retirement falls or death of a Participant has been notified to the Registrar. The proceeds of Units redeemed will be credited to the Participant's Individual Pension Account. The Participants or their nominated survivors, executors, administrators, or successors, as the case may be, shall be entitled to withdraw amounts from the Pension Fund in accordance with the provisions of the Trust Deed, the Rules and any circulars and notices.
- 6.13.6 The Participants of the Pension Fund shall be entitled to transfer their Individual Pension Accounts from the Pension Fund to another pension fund or another pension fund manager. The transfer of individual pension account from one Pension Fund Manager to another Pension Fund Manager or from one pension fund to another pension fund shall only take place once in a financial year and the notice for the change of the Pension Fund Manager or pension fund, specifying the name of the new Pension Fund Manager or the pension fund shall be sent by the participant at least twenty-one days before the effective date of the proposed change.
- 6.13.7 Participants may make transfer requests by filling in the "Change of Pension Fund Manager/Pension Fund Form" provided hereto as Annexure "I" and submitting the same with any authorized Distributor or designated offices of the Pension Fund Manager.
- 6.13.8 On receiving a transfer request application mentioned in Clause 6.13.7 above, complete in all respects, the Pension Fund Manager shall redeem all Units of the Sub-Funds in the Individual Pension Account of the respective Participant and shall transfer the requisite en-cashed/ redeemed amount to the requested pension fund/pension fund manager.
- 6.13.9 For the purposes of purchasing (issuance) and redeeming (encashment) of Units of the respective Sub Fund, the Pension Fund Manager shall announce the Net Asset Value of each Sub-Fund at the close of each Dealing Day.
- 6.13.10 The Distribution Companies, Pension Fund Manager and Registrar shall verify the particulars given in the applications for withdrawals and transfers.
- 6.13.11 In the event that any withdrawal request or request to transfer the whole or any part of a Participant's Individual Pension Account is incomplete in any respect, the Pension Fund Manager or the Registrar shall inform the Participant of the discrepancies within one week of the receipt of the request. The payment shall not be made unless all discrepancies have been removed.
- 6.13.12 In the event requests for transfer or withdrawal from the Pension Fund would result in

redemption of Units on any day in excess of ten per cent (10%) of the issued Units of any Sub-Fund, the transfer or withdrawal requests so in excess may be deferred in accordance with the procedure set out in Clause 6.16 of this Offering Document.

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

6.13.14 The Pension Fund Manager will make arrangements, from time to time, for receiving withdrawal forms from outside Pakistan and payment of withdrawal amounts outside Pakistan, and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

6.13.15 The method for payment of proceeds given in 6.13.1 to 6.13.12 shall be subject to change due to any changes prescribed by the Commission under the Rules and such changes shall be deemed to become part of the Trust Deed and the Offering Document without the need to execute any Supplementary Offering Document.

6.13.16 The Pension Fund Manager may borrow from any Commercial Bank, as per clause 8.4; with the consent of the Trustee for meeting withdrawal requests or transfer of funds to other Pension Fund Managers and such borrowing shall not exceed limits provided in the Rules.

## **6.14 Withholding Tax**

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

## **6.15 DEALING, SUSPENSION, AND DEFERRAL OF DEALING**

### **6.15.1 TEMPORARY CHANGE IN THE METHOD OF DEALING 'OR' SUSPENSION OF DEALING**

Under the circumstances mentioned in the Offering Document, the Pension Fund Manager may request the Trustee to approve a temporary change in the method of dealing in Units of all or any of

the Sub-Funds. Such approval shall not be unreasonably withheld. The Pension Fund Manager may, at any stage with the consent of the Trustee and the prior approval of the Commission, suspend the dealing of Units and for such periods it may so decide. Such suspension shall be immediately communicated to the Participant through publication in the newspaper in which the daily NAV of the Sub-Funds are published.

## **6.16 SUSPENSION OF FRESH ISSUE OF UNITS**

The Pension Fund Manager may, with consent of the Trustee and under intimation to the Commission, at any time subject to the Rules, suspend the issuance of fresh Units in relation to such Contributions; *provided that* any such suspension shall not affect making of Contributions by the existing Participants. The Pension Fund Manager shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Pension Fund Manager shall immediately notify the Commission and the Trustee if dealing in Units of all or any of the Sub-Funds is suspended and shall also have the fact published, immediately following such decision, in any one of the newspapers in which the Fund's prices are normally published. And the same shall be displayed at all the distribution and sales points in a clear and visible manner.

If the Pension Fund Manager is of the view that investment of inflow of substantial funds will be difficult, it may, with the consent of the Trustee and prior approval of the Commission, decline at its discretion, opening of new Individual Pension Accounts.

## **6.17 REFUSAL TO ACCEPT THE CONTRIBUTIONS**

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

- a. In case the contribution is contrary to the Know-Your-Customer (KYC) rules or policy of the Pension Fund Manager or any other Applicable Laws relating to money laundering that the Pension Fund may be subject to or that the Pension Fund Manager may frame for self regulation;
- b. In case the contribution is made by an applicant who has not provided a valid CNIC or NICOP Number;
- c. In case the contribution is contrary to the Applicable Laws of the foreign jurisdiction that the Pension Fund or the Participant or prospective Participant may be subject to or if accepting the contribution may subject the Fund or the Pension Fund Manager to additional regulations under the foreign jurisdiction;
- d. If accepting the contribution would in any case be contrary to the interests of the Pension Fund Manager or the Pension Fund or the Participants; or
- e. If advised by the Commission to do so.

## **6.18 SUSPENSION OF REDEMPTION OF UNITS / WITHDRAWAL OF FUNDS**

6.18.1 The Pension Fund Manager may with the consent of the Trustee and with the prior approval of the Commission suspend withdrawal from any of the Sub-Funds, subject to the Rules at any time during:

- a. Extraordinary circumstances including war (declared or otherwise), natural disasters, a major breakdown in law and order, breakdown of the communication system, closure of one or more Stock Exchanges on which any of the Securities invested in by the Pension Fund are listed,, closure of banking system or strikes or other events that render the Pension Fund Manager or the Distributors unable to function;
- b. The existence of a state of affairs, which in the opinion of the Pension Fund Manager, constitutes an emergency as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interests of the Pension Fund or of the Participants;
- c. Break down in the means of communication normally employed in determining the price of any Investment; or
- d. When remittance of money cannot be carried out in reasonable time and if the Pension Fund Manager is of the view that it would be detrimental to the remaining Participants to redeem Units at a price so determined in accordance with the Net Asset Value (NAV).
- e. execution of redemption of Units on any Business Day would result in more than ten percent (10%) of the issued Units of any Sub-Fund being redeemed; provided that any suspension or deferral of redemption of Units shall not affect any Approved Income Payment Plans.

6.18.2 The Pension Fund Manager may announce, with the consent of the Trustee and with the prior approval of the Commission, a suspension or deferral of withdrawal and such a measure shall betaken to protect the interest of the Participants in the event of extraordinary circumstances or in the event withdrawal requests accumulate in excess of ten (10) per cent of the Units of the pertinent Sub-Fund in issue or ten (10) per cent of the pertinent Sub-Fund's NAV. In the event of a large number of withdrawal requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Pension Fund Manager may decide to windup the Pension Fund by transferring the assets and records to another Pension Fund Manager with the Prior approval of the Commission.

6.18.3 Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Pension Fund Manager have ceased to exist and no other condition under which suspension or queue system is authorized under the Deed exists. In case of suspension and invoking of a queue system and end of suspension and queue system the Pension Fund Manager shall immediately notify the Commission and the Trustee and publish the same in newspaper in which prices of Sub-Funds are normally published.

## **6.19 Queue system**

In the event before retirement withdrawal requests on any Business Day exceed ten (10) percent of the Units of any Sub-Funds in issue, the Pension Fund Manager may invoke a queue system hereby requests for withdrawal shall be processed on a first come first served basis for up to ten (10) percent of the Units of such Sub-Fund in issue. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests.

The Pension Fund Manager shall proceed to sell adequate assets of the pertinent Sub- Fund and/or arrange borrowing as it deems fit in the best interest of the Participants and shall determine the NAV to be applied to the withdrawal requests based on such action.

The requests in excess of the ten (10) percent shall be treated as withdrawal requests qualifying for being processed on the next Business Day at the NAV to be determined for such withdrawal requests.

If the carried over requests and the fresh requests received on the next Business Day still exceed ten (10) percent 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 NAV shall be repeated and such procedure shall continue till such time the outstanding withdrawal requests come down to a level below ten (10) percent of the Units of the pertinent Sub-Fund then in issue.

## **6.20 De-authorization and winding up of the Pension Fund**

- a) The duration of the Pension Fund shall be perpetual and shall not be wound up by way of liquidation.
- b) If the Pension Fund Manager does not wish to maintain the authorization of the Pension Fund, it shall apply to the Commission to de-authorize the Pension Fund by giving at least three (03) months' notice in writing to the Participants, the Trustee and the Commission, subject to conditions of the Rules.
- c) In the event the Pension Fund Manager is of the view that the quantum of redemption requests that have built up shall result in the Sub-Funds / Fund being run down to an unmanageable level or it is of the view that the sell-off of assets is likely to result in a significant loss in value for the Participants who are not redeeming, it may apply to the Commission to de-authorize the Pension Fund. In such an event, the queue system, if already invoked, shall cease to apply.
- d) The Pension Fund may also be de-authorized by the Commission on the grounds provided in the Rules.
- c) Upon the Pension Fund being de-authorized, the Pension Fund Manager shall suspend receiving contributions forthwith from any of the Participants from the date of issue of the notice under Clauses 6.21(a), (b), (c) and (d) and proceed to transfer all the records of Individual Pension Accounts and books of accounts of the Pension Fund to another pension fund manager.
- e) The Trustee shall ensure that accounts of the Pension Fund till the day of the transfer to the new Pension Fund Manager are audited by the Auditors of the Fund and the audit and Trustee report is submitted within one month from the date of such appointment, to the Commission, the new pension fund manager and the trustee (in case of any new appointment). The Trustee with the prior approval of the Commission shall decide the cost of such interim audit.
- f) Once the Pension Fund has been de-authorized by the Commission, the Pension Fund Manager may, after transferring all the records of Individual Pension Accounts and books of accounts of the Pension Fund to the new pension fund manager, wind up the Pension Fund under the provisions of the Rules and in the court of jurisdiction.

### **6.20.1 ARBITRATION IN CASE OF DISPUTES BETWEEN THE PENSION FUND MANAGER AND THE TRUSTEE**

In the event of any disputes arising out of this Trust Deed between the Pension Fund Manager on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed, the Offering Document and/or the Supplementary Offering Documents, relating to the Fund, the same shall be referred first to the Commission and thereafter, if the dispute still continues, for

arbitration by two arbitrators, one to be appointed by the Pension Fund Manager and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned Law Firms, or senior bankers, or senior members of any Stock Exchange (who may even be the heads of corporate members of any Stock Exchange). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

#### **6.20.2 DISPUTES BETWEEN THE PARTICIPANTS AND THE PENSION FUND MANAGER**

If any complaint or dispute arises between the any Participant or any of its any nominated survivors, executors, administrators or successors and Pension Fund Manager under this Trust Deed or the Rules, it shall be referred to an authority as provided in the Rules.

### **6.21 *Features of Group Insurance in the Pension Fund***

6.21.1 The Pension Fund may be marketed in conjunction with Takaful/Conventional or any other insurance scheme subject to approval of the Commission and the Trustee shall be authorized to deduct any takaful contribution or insurance premium only from the contributions of those participants who have opted to join and contribute to such schemes and if the contribution includes any amount of takaful contribution or insurance premium. However, it should be clearly understood that it is not mandatory for the Participants to opt for the takaful /insurance scheme.

6.21.2 In the event the Subscriber opts for a takaful/insurance cover with one of the takaful/insurance companies, the Subscriber will send the amount of the applicable takaful/insurance premium along with his contribution. The Trustee will pass on the takaful contribution or insurance premium to the takaful/insurance company concerned as a free service to the Subscriber.

6.21.3 The Pension Fund Manager may also offer free insurance/takaful cover for accidental death, disability etc. Such free service may be terminated by the Pension Fund Manager at its discretion by giving a 30 day notice to the beneficiaries.

### **6.22 *Nomination of the Heir/ Survivor***

The successors or nominated survivor(s) of the deceased Participant shall be the only persons recognized by the Trustee as having any title or interest in the Units held by such Participant in their Individual Pension Account, *provided* that the Registrar or the Pension Fund Manager or the Trustee may at their discretion request the nominated survivors or successors to provide succession certificates or other such mandate from a court of lawful authority, if they consider the same to be necessary.

## **6.23      *Withdrawal of Funds before Retirement***

6.23.1      On any Business Day and from time to time before the date of retirement a Participant may redeem the whole or any part of the Units held by him in his/her Individual Pension Account subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001). The withdrawals may be through single or multiple payments and may be liable to withholding tax or tax penalty, and in case any such liability exists the amount of withholding tax or tax penalty shall be deducted by the Pension Fund Manager from the amount withdrawn and such deducted amount shall be paid to the relevant Authority.

6.23.2      Where the request made by a Participant under Clause 6.23.1 is for partial withdrawal from his/her Individual Pension Account, the request shall be given effect by redemption of Units of Sub-Funds in accordance with the Allocation Scheme last selected by the Participant.

6.23.3      If a Participant intends to withdraw funds from his/her Individual Pension Account before the date of his/her retirement, he/she must give written notice of his/her intention to the Pension Fund Manager in the form prescribed for such purpose by the Pension Fund Manager in the Offering Document, specifying therein whether the withdrawal is required of the whole or part of the Units held by him, and in the case of part withdrawal, the percentage of Units to be withdrawn.

6.23.4      The Pension Fund Manager shall ensure that the form referred to in Clause 6.23.3 shall be available from Authorized Branches of Distributors and such form shall, if completed by the Participant and submitted to any Authorized Branch of distributor, shall be taken to be the notice to the Pension Fund Manager referred to in that Clause.

6.23.5      On any Business Day being not later than the sixth (6th) Business Day after the Participant submitted the completed form to any Authorized Branch under Clause 6.23.4, the Pension Fund Manager shall, subject to Clause 6.23.2, redeem the relevant number of Units held by Participant in his/her Individual Pension Account at Net Asset Value notified at close of the day on which the Participant submitted the completed form as aforesaid or, if such day is not a Business Day, on the first Business Day following that day and the proceeds realized thereby shall be paid to the Participant subject to Clause 6.23.1.

6.23.6      The provisions relating to withdrawal of funds before the date of retirement set out in Clauses 6.24.1 to 6.23.5 may change due to amendments in or substitutions of the Rules and/or the Income Tax Ordinance, 2001. Any such changes shall be deemed to become part of the Trust Deed without the need for executing supplemental trust deeds.

6.24.7      Withholding tax and tax penalty, if any, applicable to all such withdrawals shall be deducted by the Trustee as determined by the Pension Fund Manager and the same shall be deposited in the Government treasury

## **6.24      *Benefits on Disability before Retirement***

6.24.1      If a Participant suffers from any of the following disabilities, which render him unable to continue any employment, he may, if he so elects, be treated as having reached the retirement age at the date of such disability and all relevant provisions shall apply accordingly, namely:

- a) loss of two or more limbs or loss of a hand and a foot;
- b) loss of eyesight;
- c) deafness in both ears;
- d) severe facial disfigurement;
- e) loss of speech;
- f) paraplegia or hemiplegia;
- g) lunacy;
- h) advanced case of incurable disease; or
- i) wounds, injuries or any other diseases, etc, resulting in a disability due to which the participant is unable to continue any work.

6.24.2 An assessment certificate from the medical board approved by the Commission and appointed by the Pension Fund Manager or any other assessment procedure that the Commission may approve from time to time shall be required to confirm any disability as specified in Clause 6.24.1.

6.24.3 If any of the following conditions as mentioned in Clause 6.24.1 existed, and the Participant selects the date of disability as the date of retirement, the Participants shall then have the following options, namely:

- a) to withdraw up to fifty per cent or such percentage of the amount from his/her individual pension account as cash which is permissible under the Income Tax Ordinance, 2001(XLIX of 2001) and subject to payment of tax as required
- b) either to use the remaining amount to purchase an Approved Annuity Plan from a Life Insurance Company of his/her choice; or
- c) enter into an agreement with the Pension Fund Manager to transfer his/her balance to an Approved Income Payment Plan offered by the Pension Fund Manager or another pension fund manager and withdraw from it, monthly installments for up to 15 years following the date of retirement.

6.24.4 The Participant, electing to be treated as having reached the Retirement Age at the date of disability will apply for withdrawal of the amount available in his Individual Pension Account by completing the Form attached hereto as Annexure "I" and submitting it at the Authorized Branch or office of the Distribution Companies.

6.24.5 On receiving a "Retirement Option Form" as specified in Clause 6.24.4 above, complete in all respects and Disability Confirmation Certificate from the medical board in accordance with Clause 6.24.2, the Pension Fund Manager will redeem the entire Units of the Sub- Funds at the Net Asset Value prevailing on close of the Business Day on which the required formalities were completed. Proceeds from the redemption of units will be transferred to the individual Pension Account of the respective Participant. Participant will then have the options given in Clause 6.24.3.

## **6.25 Benefits on Death before Retirement**

In case of death of a Participant before the retirement age, all the Units of the Sub-Funds to his/her credit shall be redeemed at the Net Asset Value notified at close of the day of intimation of the Participant's death given in writing to the Pension Fund Manager by any nominee, executor, administrator or successor of the deceased Participant, complete in all respects and acceptable to the Pension Fund Manager and/or the Trustee. provided that such day is a Dealing / Business Day and otherwise on the next following Dealing / Business Day, the amount due shall be credited to his/her Individual Pension Account, which shall earn the applicable market rate of profit offered for deposits of such amount and duration from the date of receipt of death certificate till the date when available options are exercised by the survivors. Death certificate issued by the issuing authority having jurisdiction over the matter and received by the Distributor on Dealing Day shall be considered as intimation of death to the Pension Fund Manager. Detailed procedure for intimation and allocation thereafter shall be provided in the Offering Document and as per laws enforced from time to time.

The total amount in the Individual Pension Account of the deceased Participant shall be divided among the nominated survivors according to the percentages specified in the Nomination Deed executed by the Participant and delivered to the Pension Fund Manager or as may be ordered by the court and each of the nominated survivor shall then have the following options, namely :-

- a. Withdraw his/her share of the amount subject to the conditions laid down in the Income Tax Ordinance 2001 (XLIX of 2001);
- b. Transfer his/her share of the amount into his/her existing or new Individual Pension Account or Income Payment Plan Account to be opened with a Pension Fund Manager, according to the Rules;
- c. Use his/her share of the amount to purchase an Approved Annuity Plan on his/her life from a Life Insurance/Takaful Company, only if the age of the survivor is fifty- five years or more; or
- d. Use his/her share of the amount to purchase a deferred Approved Annuity Plan on his/her life from a Life Insurance/Takaful Company to commence at age fifty- five years or later.

Such payment mentioned in clause (c) and (d) above will be made directly by the Trustee of the Fund to the Life Insurance Company without tax deduction on the instruction of the Pension Fund Manager. In the absence of Nomination Deed the Succession Certificate will prevail.

Benefits paid to the survivor(s) nominated by a Participant under any group life cover taken out by the Participant as part of the Pension Fund shall be additional benefits payable to the nominated survivor(s).

The nominated survivors (if nominated by the Participant during his/her life time) and the executors or administrators of the deceased shall be the only persons recognized by the Registrar, Trustee and the Pension Fund Manager as having title to the Units of the Sub-Funds. Provided however, neither the Trustee, nor the Pension Fund Manager or the Registrar shall be liable or be involved in any manner whatsoever in any disputes among the nominated survivors and/or the rest of the legal heirs or legal representatives of the deceased Participant and shall have the discretion to require the abstention of succession certificate or any other mandate from a court of appropriate jurisdiction or lawful authority. Detailed procedure for intimation and allocation thereafter shall be provided in the Offering Document and as per laws enforced from time to time.

## **6.26 INSTRUCTIONS FROM PARTICIPANTS**

All the instructions from a Participant or his/her nominated survivors, executors or administrators etc. as the case may be with regard to ABL Pension Fund shall be in writing and duly signed by them.

#### **6.27 THE METHOD OF DETERMINING NET ASSETS OF PENSION FUND**

Net Assets of the Pension Fund will comprise of the Net Assets of all the Sub Funds, Individual Pension Account, Approved Income Payment Plan, Cash collection and disbursement account constituting the Pension Fund and any other assets in any other account related to the Pension Fund.

Net Asset Value of the Unit of each Sub-Fund shall be calculated on the basis of the Sub-Fund's total Net Asset divided by the number of outstanding Units in that Sub-Fund.

NET ASSET VALUE OF SUB-FUNDS: Net asset value in relation to a Sub-Fund means the excess of total value of assets over total value of liabilities of the Sub-Funds. The values of assets and liabilities will be computed in the manner specified in the Rules or as may be specified by the Commission from time to time.

#### **6.28 UNIT PRICING AND THE CIRCUMSTANCES UNDER WHICH IT CAN CHANGE**

Units of the Sub-Funds will be priced at Net Asset Value per Unit determined at the close of the Business Day as per criteria given in the Rules and amendment therein from time to time.

Unit pricing may change from time to time subject to change in Rules without any need to register the supplementary Trust Deed.

#### **6.29 Retirement Age**

The Participant may choose his/her Retirement Age which would be between sixty and seventy years or twenty-five years since the age of first contribution to a pension fund whichever is earlier. Participant shall send a notice to the Pension Fund Manager at least thirty days before the chosen date of Retirement.

If a Participant suffers from any of the following disabilities, which render him unable to generate any income he/she may, if he/she so elects, be treated as having reached the Retirement Age at the date of such disability and all relevant provisions shall apply accordingly, namely:

- a. loss of two or more limbs or loss of a hand and a foot;
- b. loss of eyesight;
- c. deafness in both ears;
- d. severe facial disfigurement;
- e. loss of speech;
- f. paraplegia or hemiplegia;
- g. lunacy;
- h. advance case of incurable disease; or

- i. wounds, injuries or any other diseases, etc, resulting in a disability due to which the Participant is unable to continue any work.

An assessment certificate from the medical board approved by the Commission and appointed by the Pension Fund Manager or any such procedure that the Commission has approved would be required to confirm any of the disability, specified above.

## **6.30 Benefits on Retirement**

At the date of retirement of the Participant all the Units of the Sub- Funds to his/her credit shall be redeemed at the Net Asset Value notified at close of the day of retirement, if such day is a Dealing / Business Day and otherwise on the next following Dealing/ Business Day and the amount due shall be credited to his/her Individual Pension Account, which shall earn the applicable market rate of mark-up offered for deposits of such amount and duration. The Participant shall be given Forms listing their choices under the Rules and shall then have the following options, namely: -

- a. Withdraw up to fifty per cent or such percentage of the amount from his/her individual pension account as cash which is permissible under the Income Tax Ordinance, 2001(XLIX of 2001) and subject to payment of tax as required thereunder;
- b. Use the remaining amount to purchase an annuity from a Life Insurance Company of his/her choice, such payment shall be made directly to the Life Insurance by the Trustee of the Fund on the instruction of the Pension Fund Manager; or
- c. Enter into an agreement with the Pension Fund Manager to withdraw from the remaining amount, monthly installments for up to fifteen years following the date of retirement or as specified in the Rules, according to an Income Payment Plan, approved by the Commission.
- d. the transfer of an individual income payment plan account from one Pension Fund Manager to another Pension Fund Manager or from one income payment plan to another income payment plan shall only take place once in a financial year and notice for the change, specifying the name of new Pension Fund Manager and the income payment plan shall be sent by the participant at least twenty-one days before the effective date of the proposed change.

At the expiry of the Approved Income Payment Plan according to clause (c) above, the Participant shall have option to use the outstanding balance in his/her Individual Pension Account to purchase an Approved Annuity Plan from a Life Insurance, of his/her choice or buy an Approved income payment plan for another term or to withdraw the amount from his/her account subject to the conditions laid down in the Income Tax Ordinance, 2001.

According to the rules, the annuity purchased may be single life, joint or survivor life, level (with or without guarantee period), increasing, investment-linked and retail price index linked or with any additional features as may be offered by the Life Insurance Companies

## **7 FEES, CHARGES AND EXPENSES**

## **7.1 Pension Fund Manager Remuneration - Allocation of Front-End Fee**

- 7.1.1 The Pension Fund Manager may charge Front-end Fee up to a maximum of 3% on Contributions to the Fund, unless such contributions are exempt from a Front-end Fee as provided in the Rules and Trust Deed.
- 7.1.2 The following contributions are exempt from Front-end Fee:
- a. Incoming transfer of the Individual Pension Account from other pension fund manager to ABL Pension Fund;
  - b. Incoming transfer from pension policies approved by the Commission under section 63 of the Income Tax Ordinance, 2001 and issued by Life Insurance Companies before 30th June 2005; or
  - c. Such other contributions/transfers as may be declared by the Commission from time to time.
- 7.1.3 The remuneration of Distributors and Investment Facilitator / Sales Agents shall be paid from any Front-end Fee received by the Trustee and/or may be paid by the Pension Fund Manager when the Trustee pays the Front-end Fee to the Pension Fund Manager for onward payments to Distributors or Investment Facilitator / Sales Agents. Alternatively, the Trustee may pay the same directly to the Distributors or Investment Facilitator / Sales Agents upon instructions of Pension Fund Manager, and no charges shall be made against the Fund Property in this respect. If the Front-end Fee received by the Trustee is insufficient to pay the remuneration of the Distributors and Investment Facilitator / Sales Agents, the Pension Fund Manager shall pay the amount necessary to pay in full such remuneration.
- 7.1.4 Payments mentioned in Clause 7.1.3 above shall be made by the Trustee to the Distribution Companies, Investment Facilitators, Sales Agents and the Pension Fund Manager or, as the case may be, by the Pension Fund Manager to the Trustee, on monthly basis in arrears within thirty days following the end of the calendar month.
- 7.1.5 Any Distributor or Investment Facilitator / Sales Agents, whether in Pakistan or overseas, shall not receive any amount of Contributions in his/her own account (so he/she will not be able to deduct any distribution fee on his/her own). Every cheque/demand draft /instrument shall be in the name of the Trustee and then the Trustee shall, either directly or through the Pension Fund Manager, remit the commission to the Distributor or Investment Facilitator / Sales Agents as the case may be.
- 7.1.6 .The Pension Fund Manager, at its sole discretion, may choose to reduce or altogether waive the Front-end Fee to any Participant or employer. Once the Pension Fund Manager has made an exception to reduce or waive the Front-end Fee for a contribution, accepted that contribution without imposing a Front-end Fee, the Pension Fund Manager may not later recharge that Front-end Fee. However, the decision by a Pension Fund Manager to reduce or waive a Front-end Fee for one Participant or for one contribution of a single Participant does not obligate the Pension Fund Manager to reduce or waive the Front-end Fee for other Participants' contributions or for future contributions of the same Participant.

## **7.2 Pension Fund Manager Remuneration – Management Fee**

- 7.2.1 The Pension Fund Manager shall be entitled to remuneration for its services out

of the Trust Property by way of an annual management fee of one and a half per cent (1.5%) of the average of the values of the Net Assets of each of the Sub-Funds calculated during the year for determining the prices of the Units of the Sub-Funds.

- 7.2.2 The remuneration shall begin to accrue from the date of payment in full for all the Seed Capital Units subscribed by the Seed Investors in such manner as to achieve compliance with the undertaking given to the Commission by the Pension Fund Manager pursuant to Rule 9(3)(b) of the Rules (the “**Contribution Date**”). In respect of the first and the last Accounting Periods, such remuneration shall be prorated on the basis of the actual number of days during such period for which such remuneration has accrued against the total number of days during such period.
- 7.2.3 The remuneration due to the Pension Fund Manager shall be calculated and accrued on a daily basis and paid to the Pension Fund Manager monthly in arrears within fifteen (15) days following the end of each calendar month in accordance with Clause 7.5. At the end of each Accounting Period a reconciliation shall be conducted for any overpayments or underpayments of management fee to the Pension Fund Manager for that Accounting Period and within fifteen (15) days of the end of the Accounting Period any overpaid amount shall be refunded by the Pension Fund Manager for the account of the Pension Fund or any underpaid amount shall be paid to the Pension Fund Manager out of the Trust Property.
- 7.2.4 In consideration of the foregoing, and save as expressly provided in the Trust Deed and the Offering Document, the Pension Fund Manager shall be responsible for the payment of all expenses it incurs from time to time in connection with its responsibilities as Pension Fund Manager. The Pension Fund Manager shall not make any charge against the Participants or against the Trust Property or against any Individual Pension Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Rules and the Trust Deed to be payable out of Trust Property. In the event that a Pension Fund Manager erroneously makes an incorrect charge, the Pension Fund Manager shall immediately notify the Trustee and the Commission and credit the incorrectly charged amount to the respective Sub-Funds, at its own expense.
- 7.2.5 The Pension Fund Manager shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of the Trust Deed.

### **7.3      *Formation Cost***

Formation Costs not exceeding half of one percent (0.5%) of the Seed Capital of each Sub-Fund or PKR 750,000/- in total, whichever is lower, can be charged to the Pension Fund and shall be amortized over a period of three years and shall not include any marketing, sales, promotional or educational, communication or any form of advertisement .

### **7.4      *Other Expenses***

Other expenses that shall be chargeable to the Pension Fund in accordance with Clause 7.5 shall include:

- (a) brokerage and transaction costs solely related to investment purchases and sales of the Trust Property;
- (b) Legal costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Participants subject to approval of the Trustee. This may also include the cost incurred for registration of assets of the Pension Fund in the name of the Trustee;
- (c) Bank charges and borrowing/financial costs; provided that the charges payable to any Bank or Financial Institution against borrowings on account of the Trust as permissible under the rules, shall not be higher than the normal prevailing bank charges or normal market rates
- (d) audit fees in relation to the Pension Fund;
- (e) annual fee payable to the Commission under Rule 36 of the Rules but not any fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies, in each case in relation to the Pension Fund;
- (f) Taxes applicable to the Pension Fund on its income, turnover, assets or otherwise, if any, but not any fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies in relation to the Pension Fund; and
- (g) custody charges, including Central Depository Company of Pakistan Limited charges, if any.

## ***7.5 Fees, Charges, Costs, etc. To be Charged to the Sub-Funds***

- 7.5.1 The Pension Fund Manager's management fee and the Trustee's remuneration shall be charged to each Sub-Fund in proportion to the Net Assets of each Sub-Fund.
- 7.5.2 Formation Cost shall be divided equally among all the Sub-Funds.
- 7.5.3 Brokerage and transaction costs in accordance with Clause 7.4 (a), bank charges and financial costs in accordance with Clause 7.4 (c), custody charges in accordance with Clause 7.4 (g) and Taxes in accordance with Clause 7.4 (f) shall be charged to the pertinent Sub-Funds.
- 7.5.4 Legal costs in accordance with Clause 7.4 (b), audit fees in accordance with Clause 7.4 (d) and annual fees payable to the Commission in accordance with Clause 7.4 (e) shall be charged to the pertinent Sub-Funds in proportion to their respective Net Assets.

## **7.6 Trustee's Remunerations**

- 7.6.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property based on an annual tariff of charges annexed hereto (Annexure - K) and approved by the Commission, which shall be applied to the average daily Net Assets of the Pension Fund during such calendar month. The remuneration shall begin to accrue from the date of payment in full for all sub-funds units subscribed by the Seed Investors, including the Pension Fund Manager. For any period other than a full calendar month such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days in the calendar month concerned.
- 7.6.2 The remuneration due to the Trustee shall be calculated and accrued on a daily basis and paid to the Trustee monthly in arrears within fifteen (15) days following the end of each calendar month in accordance with Clause 7.5. At the end of each Accounting Period a reconciliation shall be conducted for any overpayments or underpayments of remuneration paid or payable to the Trustee for that Accounting Period and within fifteen (15) days of the end of the Accounting Period any overpaid amount shall be repaid by the Trustee for the account of the Pension Fund or any underpaid amount shall be paid to the Trustee out of the Trust Property.
- 7.6.3 In consideration of the foregoing, the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as trustee of the Trust. The Trustee shall not make any charge against the Participants or against the Trust Property or against any Individual Pension Account for its services or for its expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules and the Trust Deed.
- 7.6.4 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management, and administrative services provided in accordance with the provisions of the Trust Deed.
- 7.6.5 Any change in the remuneration of the Trustee agreed to by the Pension Fund Manager shall require the prior approval of the Commission.

## **8 INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER**

### **8.1 Objective**

The objective of introducing ABL Pension Fund is to provide individuals with a portable, individualized, funded (based on defined contribution) and flexible pension scheme which is managed by professional investment manager to assist them to plan and provide for their retirement. The design of the scheme empowers the participants to decide how much to invest in their pensions, and how to invest it, as well as to continue investing in their pension accounts even if they change jobs.

## **8.2 Investment Policy**

- 8.2.1 The ABL Pension Fund through its three Sub-Funds, ABL-PF Equity Sub-Fund, ABL-PF Debt Sub-Fund and ABL-PF Money Market Sub-Fund, under its umbrella, will invest in equities, fixed income and money market instruments.
- 8.2.2 All investments made by the Sub-Funds of the ABL Pension Fund in shares and equity and debt securities shall be made in a transparent, efficacious, prudent and sound manner.
- 8.2.3 The proportions of these securities, or asset allocation, for each Sub-Fund will be based on the expected returns and risks as evaluated by the Pension Fund Manager. The asset allocation of the Sub-Fund(s) may change from time to time depending on the prevailing market conditions.
- 8.2.4 Prior to the Launch Date, the Trustee shall hold the Deposited Property of each of the Sub-Fund(s) on deposit in a separate account with a Bank having minimum "A" entity rating or as may be prescribed by the Commission from time to time. The Pension Fund Manager may also invest in such Authorized Investments in accordance with the investment policy as prescribed by the Commission from time to time.
- 8.2.5 After the Launch Date all Deposited Property, except in so far as such cash may in the opinion of the Pension Fund Manager be required for meeting withdrawal or transfer of funds requests, shall be invested by the Trustee from time to time in such Investments as mentioned in Para 8.2 (10), (11) and (12) of this Offering Document, subject to the provisions of the Investment Policy prescribed by the Commission from time to time, at the instruction of the Pension Fund Manager.
- 8.2.6 Any Investment of any Sub-Fund(s) may at any time be realized at the discretion of the Pension Fund Manager either in order to invest the proceeds of sale in other Authorized Investments or to provide cash required for the purpose of any provision of the Trust Deed or in order to retain the proceeds of sale in cash or on deposit as aforesaid or partly one and partly another. Any Investment which ceases to be an Authorized Investment shall be realized and the net proceeds of realization shall be applied in accordance with this clause:
- 8.2.7 The Pension Fund Manager may from time to time, for the account of any Sub-Funds enter into underwriting or sub-underwriting contracts in relation to the dealing or purchase of Authorized Investments upon such terms in all respects as the Pension Fund Manager shall think fit but subject always to the provisions of the Rules and the Offering Document and so that no such contract shall relate to an Authorized Investment which if acquired would constitute a holding in excess of the exposure limit specified in the Rules. All Authorized Investments acquired pursuant to any such contract shall form part of the Deposited Property of the pertinent Sub-Fund and any dealing or

purchase moneys payable there under shall be paid out of the Deposited Property.

8.2.8 Subject to the Rules and any other applicable law, the Pension Fund Manager may, on behalf of the Sub-Funds, buy/sell derivatives on any of the securities held in the portfolio, if there is a market for such derivative instruments.

**8.2.9 Equity Sub-Fund:** Investments by the Equity Sub-Fund shall be made as follows, namely:-

8.2.9.1 The equity sub-fund shall have a minimum investment of ninety percent (90 %) of net assets invested in listed equity securities or for the listing of which an application has been approved by a Stock Exchange, during the year based on quarterly average investment calculated on a daily basis.

8.2.9.2 Assets of an equity sub-fund shall primarily be invested in securities of those listed companies, which have minimum operational record of five (5) years subject to conditions stated in sub- Clause (8.2.9.3) below.

8.2.9.3 The pension fund manager of an equity sub-fund, for the reasons to be recorded by its Investment Committee in the minutes for the decision, may invest up to five per cent (5%) of the net assets of the equity sub-fund in securities of listed companies having operational record of less than five (5) years and where the paid up capital of a company is less than equity but investment in securities of any one such company shall not exceed one percent (1%) of net assets of the equity sub-fund or the paid-up capital of that company; whichever is lower.

8.2.9.4 Investment in equity securities of any single company shall not exceed ten percent (10%) of net assets of an equity sub-fund or paid-up capital of that single company, whichever is lower.

8.2.9.5 Investment in securities issued by companies of any one sector (sector shall be same as classified by Karachi Stock Exchange) shall not exceed thirty percent (30%) or the index weight, whichever is higher, subject to maximum of thirty five percent (35%) of the net assets of an equity sub-fund.

8.2.9.6 The pension fund manager of the equity sub-fund may invest any surplus (un-invested) funds in government treasury bills or government securities having less than one year time to maturity or keep as deposits with scheduled commercial banks which are rated not less than "A" by a rating agency registered with the Commission.

8.2.9.7 Deposits up to ten percent (10%) of the net assets of a Pension Fund with scheduled commercial banks as mentioned in sub- Clause (8.2.9.6) above, if kept for a period of less than ninety (90) days shall not be counted towards exposure limits.

8.2.9.8 The pension fund manager of the equity sub-fund shall not deposit more than ten per cent (10%) of net assets of the equity sub-fund in a single bank.

8.2.9.9 The limits mentioned in sub- Clause (8.2.9.8) above, shall not apply during the initial six (6) months of the launch of an equity sub-fund if the amount is deposited with a commercial bank owned by Federal Government or scheduled commercial bank rated "AA PLUS" or above with a stable outlook.

8.2.9.10 The pension fund manager shall adhere to the limits stipulated herein above; however, if the limits are breached merely due to corporate actions including take up of right or bonus issue(s) or due to change in net assets resulting from fluctuation in price of equity securities, the pension fund manager shall regularize the deviation within six (6) months of the breach unless, on a written application of pension fund manager, the said period of three (3) months has been extended by the Commission.

**8.2.10 Debt Sub-Fund:** Investments by the Debt Sub-Fund shall be made as follows, namely:-

8.2.10.1 The debt sub-fund shall consist of debt securities and such other assets as specified herein below.

8.2.10.2 The weighted average time to maturity of securities held in the portfolio of a debt sub-fund shall not exceed five (5) years.

8.2.10.3 At least twenty five per cent (25%) net assets of the debt sub fund shall be invested in debt securities issued by the Federal Government and up to twenty five per cent (25%) may be deposited with banks having not less than "AA PLUS" rating with a stable outlook so that both these investments shall make up a minimum fifty per cent (50%) of net assets of the debt sub-fund.

8.2.10.4 Exposure to securities issued by companies of a single sector shall not exceed twenty percent (20%) except for banking sector for which the exposure limit shall be up to thirty percent (30%) of net assets of a debt sub-fund.

8.2.10.5 Deposits in a single bank shall not exceed ten per cent (10%) of net assets of the debt sub-fund.

8.2.10.6 Investment in all other securities, including those issued by government corporations, provincial or city governments, or by corporate entities would be subject to the following conditions, namely:-

Credit Rating	Investment Limits
Rating of security "AA" or higher.  Rating of the issuer (excluding provincial or city government) "AA" or higher	Exposure up to 7.5% of  a) Net Assets of a Debt Sub-fund; or b) size of any issue; or c) size of total issues by one issuer, whichever is lower.
Rating of security "A" to "A Plus" or higher.  Rating of issuer (excluding provincial or city government) "AA" or higher.	Exposure up to 5% Of  a) Net Assets of a Debt Sub-fund; or b) size of any issue; or c) size of total issues by one issuer, whichever is lower.
Rating of the security "A Minus" or higher.	Up to 2.5% of  a) Net Assets of a Debt Sub-fund; or

Rating of the issuer (excluding provincial or city government) "A Minus" or above,	b) size of any issue; or c) size of total issues by one issuer; or d) paid-up capital of the issuer; whichever is lower. The outstanding life of the security rated "A Minus" shall not exceed five (5) years.
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8.2.10.7 The aforesaid limit in sub- Clause (8.2.10.6) above shall not be applicable during the initial six (6) months of the launch of a pension fund if the amount is deposited in a scheduled commercial bank owned by the Federal Government or a scheduled bank having "AA Plus" or higher rating.

**8.2.11 Money Market Sub-Fund:** Investments by the Money Market Sub-Fund shall be made as follows, namely:-

8.2.11.1 The weighted average time to maturity of net assets of the money market sub-fund shall not exceed ninety (90) days;

8.2.11.2 Time to maturity of any asset in the portfolio of the money market sub-fund shall not exceed six (6) months;

8.2.11.3 The following limits on investment shall be followed by the money market sub- fund

Entity/Security	Investment
Federal Government securities	No limit.
Deposits with Commercial Banks having "A Plus" or higher rating	No limits: provided that deposit with any one bank shall not exceed 20% of Net Assets of the Money Market Sub-fund.
Provincial or city governments or government corporations or corporate entities	Up to 20% of Net Assets of the sub-fund subject to the limits specified below for each category:-
i) Provincial government	Up to 10% of Net Assets of a Money Market Sub-fund or the issue, whichever is lower.
ii) City government	Up to 5% of Net Assets of a Money Market Sub-Fund or the issue, whichever is lower.
iii) Government corporations with "A" or higher rating of entity and the instrument.	Up to 5% of a) Net Assets of the Money Market Sub-Fund; or b) Size of the issue; c) Size of all issues of one issuer, whichever is lower
iv) Corporate entities with "A plus" or higher rating of entity and the instrument	Up to 5% of a) Net Asset of the Money Market Sub-Fund; or b) Size of the issue; or c) Size of all issues of one issuer, whichever is lower.

- 8.2.11.4 The Pension Fund Manager, after successfully managing the Equity, Debt and Money Market Sub-Funds of the Pension Fund shall be authorized to apply to the Commission for establishment of additional Sub-Funds for investments in other classes of assets. The Pension Fund Manager may, at its discretion, proceed to establish such additional Sub-Funds on such terms and conditions as may be prescribed by the Commission.
- 8.2.11.5 The investment policy may be reviewed by the Commission from time to time, as determined by the Commission. However, such change shall not require the alteration of this Offering Document.

### **8.3 Investment Restrictions**

- 8.3.1 The Fund Property shall be subject to such exposure limits as are provided in the Rules, subject to relaxations granted by the Commission from time to time.
- 8.3.2 The Fund shall not at any time:
- 8.3.3 Enter into a short sale transaction in any security, whether listed or unlisted;
- 8.3.4 Purchase from or sell any security to any Connected Person;
- 8.3.5 Enter into transactions with any single broker who is a Connected Person that account for ten per cent or more of the Fund's brokerage commission in any one Accounting Year of the Fund.
- 8.3.6 Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person. However, Investment in sale and repurchase transactions involving Government Securities or such listed securities which are regulated by the Stock Exchanges shall not be attracted by this rule under the risk management parameters given in above;
- 8.3.7 Invest in any security of a company if any director or officer of the Pension Fund Manager or their lineal ascendant or descendants owns more than five per cent of the total nominal amount of the securities issued, or, collectively the directors and officers of the Pension Fund Manager own more than ten per cent of those securities;
- 8.3.8 Except where it is necessary to protect its Investment, seek to acquire a controlling interest in any enterprise in which it has invested or has any other interest, which would give it primary responsibility for management.
- 8.3.9 The investment of properties of the Sub-Funds shall be subject to the restrictions/limitations prescribed by the Commission vide its Prescribed Investment Policy from time to time**

### **8.4 BORROWING RESTRICTIONS**

- a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Trustee may at any time at the request of the Pension Fund Manager concur with the Pension Fund Manager in making and varying arrangements with Banks or Financial Institutions for borrowing by the Trustee for the account of the Pension Fund; provided that the borrowing shall not be resorted to, except for meeting the withdrawal requests or transfer of funds to other Pension Fund Managers.
- b) Borrowing shall not be resorted to except for meeting withdrawal requests or transfer of funds to other Pension Fund Managers and such borrowing shall not exceed the limits provided in the Rules at the time of borrowing. However, if subsequent to such borrowing the Net Assets

are reduced as a result of depreciation in the market value of the Fund Property or withdrawal, the Trustee or Pension Fund Manager will not be under any obligation to reduce such borrowings unless the expiry of borrowing facility. Such borrowing shall be repayable within a period of ninety days.

- c) The charges payable to any Bank or Financial Institution against borrowings on account of the Trust as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.
- d) The maximum borrowing for the account of the Trust shall not exceed fifteen per cent of the total Net Asset Value of the Pension Fund and the maximum borrowing for the account of any Sub-Fund shall not exceed fifteen per cent of the total Net Asset Value of such Sub-Fund or such other limit as may be provided in the Rules. If subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or withdrawal of funds, the Pension Fund Manager or the Trustee shall not be under any obligation to reduce such borrowing.
- e) Neither the Trustee, nor the Pension Fund Manager shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from Banks and Financial Institutions. The Trustee or the Pension Fund Manager shall not in any manner be liable in their personal capacities for repayment of such loans or advances.
- f) For the purposes of securing any such borrowing the Trustee may upon instruction of the Pension Fund Manager mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules.
- g) Neither the Trustee nor the Pension Fund Manager shall incur any liability by reason of any loss to the Trust or any loss that a Participant may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangement made in accordance with the Trust Deed.

## **8.5 Participants Rights in terms of Investment Choice**

The Participant has a right to allocate his/her Contributions between the three Sub-Funds in a manner to allow them to adopt a focused investment strategy, according to their risk/return requirements. Each Allocation Scheme being offered shall have a different percentage allocation in sub-Funds based on which their risk/return may be assessed. Please refer to Para 6.6 for further details.

## **8.6 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 ABL Pension 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:

- 8.6.1 Equity Risk:** Share prices are generally volatile and may go up or down because of their dependence on market sentiments, speculative activity, supply and demand for the shares and liquidity in the market. Mutual funds that purchase shares become part owners in the companies. The companies' performance, domestic and/or industry outlook with respect to technological and consumer behavior dynamics, market activity and the larger economic scenario influence the price of these shares. Moreover, lack of trading in the investee companies' securities may result in liquidity crisis. When the economy is expanding, the outlook for many companies is positive

and the value of these shares may rise, and vice versa. Share prices are also affected by the quality of the management of investee companies.

For smaller companies, start-ups, resource companies and companies in emerging sectors, the risk and potential rewards are usually greater.

**8.6.2 Credit Risk:** Credit risk is comprised of default risk, credit spread risk and downgrade risk. Each can have a negative impact on the value of fixed income instruments.

- a) **Default risk** is the risk that the issuer will not be able to meet the obligation, either on time or at all.
- b) **Credit spread risk** is the risk that there will be an increase in the difference between the expected rate of return of an issuer's security and the rate of return of a risk free security. Credit spreads are based on macroeconomic scenario in the domestic and/or global perspective.
- c) **Downgrade risk** is the risk that a credit rating agency, such as PACRA or JCR-VIS or any other reputed international credit rating agency, may reduce the credit rating of an issuer's securities.

**8.6.3 Currency Risk:** The Fund may be affected favorably or unfavorably by changes in currencies and exchange control regulations. Therefore, the income earned by ABL-PF may also be affected by fluctuations in foreign exchange rates.

**8.6.4 Pricing Risk:** The market values of the investments of the Fund may rise or fall due to market factors.

**8.6.5 Government Regulation Risk:** Government policies or regulations are more prevalent in some sectors than in others. Funds that invest in these sectors may be affected due to change in these regulations or policies, which directly or indirectly affect the earnings and/or the cash flows and/or any governmental or court orders restraining payment of capital, principal or income.

**8.6.6 Voluminous Purchase/Redemption of Fund Units Risk:** Any significant transaction made by any investor could significantly impact the Fund's cash flow. If a third party buys large amounts of Units of the Fund, the Fund could temporarily have a high cash balance. Conversely, if a third party redeems large amounts of Units of the Fund, the Fund may be required to finance the redemption by selling securities at an inopportune time. Such unexpected sales or redemptions may have a negative impact on the performance of the Fund.

**8.6.7 Other Risks Involved:**

- a) Mismanagement of the investee company, third party liability whether through class action or otherwise or occurrence of other events such as strikes, fraud etc., in the company in which the investment is made.
- b) Break down of law and order, war, terrorist activity, natural disasters etc.
- c) Senior rights of some stake holders over other stake holders in the event of winding up.

8.6.8 Under exceptional (extraordinary) circumstances, the Management Company may suspend redemptions, invoke a queue system or announce winding-up of the Fund. In such events, the investor will probably have to wait for payment beyond the normal period and the redemption amount so determined may be lower than the price at the time the redemption request was lodged. Investors are advised to read the relevant clauses of the Fund's Trust Deed for more detailed information regarding this clause.

#### **8.6.9 Risk specific to foreign investments**

The Fund may invest outside Pakistan & such investments may be exposed to additional risks including political, economic & exchange rate risks that may reduce the value of the investments. However, evidence shows that diversifying internationally tends to reduce the overall volatility of the portfolio and thus may reduce risks for investors.

8.6.10 Investment in the Fund is suitable for investors who have the ability to take the risks associated with financial and capital market investments. Capital invested in the financial and capital markets could, in extreme circumstances, lose its entire value. However, diversification of the investment into a number of highly liquid equities, income securities and repurchase transactions tends to reduce the risk substantially. The historical performance of the Funds, the financial and capital market or that of any one security or transaction included in the Fund's portfolio does not indicate the future performance.

8.6.11 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) is available on the website of the Assets Management Company (AMC) and can be obtained by calling / writing to the AMC.

## **8.7 Disclaimer**

8.7.1 The Units of the Sub-Funds of the Pension Fund are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by the Commission, the Stock Exchanges, any government agency, the Trustee or any of the sponsors, shareholders or employees of the Pension Fund Manager or any of the investors of the Seed Capital Units or any other Bank or financial institution.

**8.7.2 Investment Risks and Tax Implication:** All investments in the Pension Fund are subject to market risks. The value of such investments vary subject to market fluctuations and risks inherent in all such investments. Investors should read this Offering Document carefully to understand the investment policies, risks and tax

implication and should consult legal, financial or tax advisors before making any investment decision.

8.7.3 Withdrawals from the Pension Fund before the retirement age are subject to tax under the provisions of the Income Tax Ordinance, 2001 and the Rules.

8.7.4 The target return of the Sub-Funds cannot be guaranteed. It should be clearly understood that the portfolio of the Sub-Funds is subject to market fluctuations and risks inherent in all such investments.

8.7.5 It should be noted that the value/price of Units of the Sub-Funds can fall as well as rise.

8.7.6 It should be noted that under certain circumstances the withdrawal from the Pension Fund may be restricted or subject to tax penalties.

8.7.7 It should be noted that there will be no dividend distribution by the Sub-Funds.

## **9 CHANGE OF PENSION FUND MANAGER/PENSION FUND BY THE PARTICIPANT**

- i. Participants shall be allowed to transfer the entire or part of his/her Individual Pension Account with the ABL-PF to another pension fund manager/pension fund by completing the Forms. For this purpose the Units shall be en-cashed at the Net Asset Value of each Sub-Fund notified at the date of transfer if a Dealing Day otherwise on the next Dealing Day.
- ii. No charge whatsoever called shall be deducted for transfer of the Individual Pension Account from ABL-PF to another pension fund manager/pension fund.
- iii. The transfer of individual pension account from one Pension Fund Manager to another Pension Fund Manager or from one pension fund to another pension fund shall only take place once in a financial year.
- iv. The application for transfer of the account, specifying the name of the new pension fund manager/pension fund and Individual Pension Account number with the new pension fund manager must be sent by the Participant at least twenty-one days before the effective date of the proposed change. The procedure for transfer of Individual Pension Account from the Pension Fund Manager/pension fund to another pension fund manager/pension fund shall be specified in the Offering Document.
- v. In the event the Commission cancels the registration of the Pension Fund Manager as a pension fund manager or discontinues the authorization of the Pension Fund, in each case in accordance with the Rules and other Applicable Laws, the Pension Fund Manager shall, as soon as practicably possible thereafter, transfer the Individual Pension Accounts of the Participants to pension funds managed by other pension fund managers as selected by the Participants or as directed by the Commission.
- vi. Above procedures will be followed both in case of Transfer in and Transfer out of the ABL Pension Fund. However, in case of transfer in ABL-PF, units shall only be issued upon realization of amount.

- vii. Policyholders having pension policies approved by the Commission under Section 63 of the Income Tax Ordinance, 2001 (XLIX of 2001) and issued by Life Insurance/Takaful Companies before 30 June 2005 would also be eligible to redeem their Units and transfer the balance to an Individual Pension Account with the ABL Pension Fund, subject to the Trust Deed and the Rules. This may be subject to change due to any changes in or substitutions of the Income Tax Ordinance, 2001 and shall be deemed to become part of this Deed without the need to execute any Supplementary Trust Deed.
- viii. On receiving a transfer application mentioned in clause 9 (iv) above, complete in all respects, the Pension Fund Manager shall redeem the requested amount out of the balance available in Individual Pension Account of the Participant at the close of first Business Day that falls on or after the effective date of the proposed change and transfer the requisite amount to the requested pension fund

## 10 SAFEGUARD OF MONEY

No contribution should be paid to an intermediary, except to the Pension Fund Manager or its authorized representatives as prescribed. Contributions should be in the form of "Account Payee Only" cheques, payment orders or demand drafts or direct bank transfers to the account of "CDC - Trustee ABL Pension Fund". **No contribution should be made in the form of cash or any bearer instrument.**

## 11 DISTRIBUTION RESTRICTION POLICY

No distribution of Income or dividend shall be allowed from any of the sub-funds. Any income earned shall be accumulated and retained in the respective sub-funds.

## 12 TAXATION

### ***12.1 Tax Credit for Contributions to the Pension Fund***

An eligible person, as defined in sub-section (19A) of section 2 of the Income Tax Ordinance, 2001, deriving income chargeable to tax under the head "Salary" or the head "Income from Business", will be entitled to a Tax Credit for a Tax Year in respect of any contribution or premium paid in the year by the person to the Pension Fund under the VPS Rules, 2005.

The amount of a person's Tax Credit allowed under Sub-section (1) for a Tax Year shall be computed according to the following formula, namely: –

$$(A/B) \times C$$

Where:

**A** is the amount of tax assessed to the person for the Tax Year, before allowance of any Tax Credit under this Part;

**B** is the person's taxable income for the tax year; and

**C** is the lesser of –

(i) the total contribution or premium referred to in sub-section (1) paid by the person in the year; or

(ii) twenty per cent (20%) of the person's taxable income for the relevant Tax Year Provided that a person joining the Pension Fund at the age of forty-one (41) years or above, during the first ten (10) years starting from July 1, 2006, shall be allowed additional contribution of two per cent (2%) per annum for each year of age exceeding forty years. Provided, further, that the total contribution allowed to such person shall not exceed fifty percent (50%) of the total taxable income of the preceding year;

## **12.2 Tax Exemptions**

Exemptions under Clause (57) sub Clause (3) (viii) of Part-I of the Second Schedule of the Income Tax Ordinance, 2001:

- (a) Total income of the Pension Fund approved by the SECP under the VPS Rules, 2005.
- (b) Profit or gain or benefit derived by the Pension Fund Manager from a pension fund approved under the VPS Rules, 2005 on redemption of the seed capital invested in the Pension Fund.

## **12.3 Withholding Tax**

A pension fund manager making payment from individual pension accounts, maintained under an approved pension fund, shall deduct tax from any amount:

- a) Withdrawn before the age of retirement, provided that tax shall not be withheld in the following cases
  - eligible person suffering from any disability which render him unable to continue with any employment at the age which he may so elect to be treated as retirement age or the age as on the date of such disability if not so elected by him; or
  - on the share of the nominated survivor of the deceased eligible person.
- b) Withdrawn, if in excess of fifty per cent of his accumulated balance at or after the retirement age, provided tax shall not be withheld in the following cases
  - the balance is invested in an approved income payment plan;
  - the balance is paid to a life insurance company for the purchase of an annuity plan;
  - the balance is transferred to an another individual pension account of the eligible person; or
  - the balance is transferred to the survivors approved pension account in case of the death of the eligible person.

The tax is required to be withheld at the last three year's average rate of tax which shall be computed in accordance with the following formula:

A/B

Where,

A= the total tax paid or payable by the person on the person's total taxable income for the three preceding years; and

B= the person's total taxable income for the preceding three years.

## **12.4 Zakat**

Units held by resident Pakistani Participants shall be subject to Zakat at two and a half per cent (2.5%) on lower of the par value of Units and Redemption price under Zakat and Ushr Ordinance, 1980, (XVII of 1980), except those exempted under the said Ordinance. Zakat will be deducted at source from redemption / withdrawal payment, and paid into the Government Treasury.

### **Disclaimer**

**The tax and Zakat information given above is based on the Pension Fund Manager's interpretation of the law which, to the best of the Pension Fund Manager's understanding, is correct but Participants are requested to seek independent advice from their tax advisors so as to determine the taxability arising from their Contributions to the Pension Fund.**

## **13 REPORTS AND ACCOUNTS**

### **13.1 FUND ACCOUNTS**

Pension Fund Manager shall prepare Financial Accounts and Reports required under Rules for ABL Pension Fund including Sub-Funds as prescribed by the Commission from time to time.

### **13.2 ANNUAL ACCOUNTING PERIOD**

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

Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Pension Fund Manager may, with the consent of the Trustee and after obtaining approval of the Commission and the Commissioner of Income Tax, change such date to any other date.

Accounting Period shall be the period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the full amount of Seed Capital is received and in any other case from the end of the preceding Accounting Period.

### **13.3 PERIODIC REPORTS TO BE SENT TO PARTICIPANTS**

Annual report and quarterly reports will be prepared and sent to the Participants. For details please refer Obligations of Pension Fund Manager clause 5.6.1 (e) and (f).

The balance sheet and income and expenditure accounts mentioned above shall be prepared separately for each Sub-Fund and in addition thereto consolidated accounts shall be prepared for the entire Fund.

### **13.4 PERIODIC REPORTS TO BE SENT TO COMMISSION**

Annual report and quarterly reports will be prepared and sent to the Commission. For details please refer Obligations of Pension Fund Manager clause 5.6.1 (e) and (f).

## 14 SERVICE TO PARTICIPANTS

### ***14.1 Availability of Forms***

All forms mentioned and/or included in this Offering Document will be available at all the Authorized Branches of the Distribution Companies, the Pension Fund Manager's web site and may also be requested via post. Sales Agents will also have limited stocks of such forms.

### ***14.2 Register of Participants***

14.2.1 The Pension Fund Manager has the responsibility to maintain Participant's records and for this purpose it may, under intimation to the Trustee, appoint a Registrar, who would be responsible for maintaining Participants' records and providing related services. The Registrar shall perform the Registrar Functions and all other related activities. The Pension Fund Manager shall ensure that the Registrar shall comply with all relevant provisions of this Deed and the Rules.

14.2.2 The Pension Fund Manager or the Registrar as the case may be at their registered office shall maintain a Register of Participants and inform the Commission of the address where the register is kept. The Register shall also contain the information as prescribed by the Commission.

14.2.3 The Register shall be maintained in electronic form and be password protected. The Pension Fund Manager would grant access to all the Participants to view the account information. The record keeping system shall contain the computerized transaction log which shall record Participant Account changes, who made them and when they were made. The Registrar and the Pension Fund Manager shall make sufficient provision for back up of the Register and its storage at an off-site location.

14.2.4 The Pension Fund Manager shall ensure that the Registrar shall at all reasonable times during Business Hours give the Trustee and its representatives access to the Register and to all subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without any charge..

14.2.5 The Registrar shall, within three Dealing Days of receiving a written request from any Participant, post (or send by courier or through electronic means) to such Participant details of such Participant's account in the Register. Such service shall be provided free of charge to any Participant requesting so once in any financial year. The Pension Fund Manager may prescribe charges for servicing of any additional requests with the approval of the Commission. The details of charges if any shall be disclosed in the Offering Document.

14.2.6 The Register shall contain the information required by or under the Rules and shall be maintained in line with the Guidelines on record keeping issued by the Commission from time to time and shall, at the minimum, contain the following information:

- a. Registration number;
- b. Individual Pension Account number

- c. Full names, father's name, residency status, CNIC number (in respect of Pakistani nationals)/ NICOP number (in respect of overseas Pakistanis), National Tax Number (if applicable) and addresses of Participant;
- d. If Participant is registered through employer the Individual Pension Account Number will be linked to an Employer Account Number that will contain the following:
  - i. Employer name;
  - ii. Registered address;
  - iii. National Tax Number;
  - iv. Number of employees contributing in VPS; and
  - v. Telephone number and e-mail address.
- e. Date of birth and Sex of the Participant;
- f. Complete record of the amount and date of each Contributions paid by the Participant;
- g. Complete record of the amount and date of each Contribution paid by the Employer;
- h. Date and amount of incoming and outgoing transfers;
- i. The number of Sub-Fund Units allocated and standing in the name of the Participant in the Individual Pension Account or Approved Income Payment Plan balances;
- j. The date on which the name of every Participant was entered in respect of the Sub-Fund Units standing in his/her name;
- k. Tax/Zakat status of the Participants;
- l. Nominee(s);
- m. Record of specimen signatures of the Participant and Nominee(s);
- n. Information on retirement of Participant and the payments made or to be made;
- o. Information on death and transfer of account to heirs; and
- p. Such other information as may be specified by the Commission or Pension Fund Manager may require.

14.2.7 The Register shall be conclusive evidence as to the Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan Account balances held by each Participant.

14.2.8 Any change of address or status of any Participant shall forthwith be notified in writing to the Registrar, who on being satisfied therewith and on compliance with such formalities shall update the Register accordingly.

14.2.9 The Participant or his/her nominee, as the case may be, shall be the only persons to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to such Units and the Trustee, the Pension Fund Manager and the Registrar may recognize the Participant as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust, except where required by any court of competent jurisdiction.

14.2.10 Upon being satisfied that the contribution to the Pension Fund has been received in full from the successful applicant, the Registrar shall issue, within seven business days of such contribution, an acknowledgement along with the account statement that will constitute evidence of the number of Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan Account balances registered in the name of the Participant and shall contain such other information as prescribed by the Commission from time to time. However, for contributions routed through the employers only the acknowledgement receipt of documents provided to the employers shall suffice as an acknowledgement.

14.2.11 While making payment of the benefits, the Pension Fund Manager shall ensure that adequate description of reasons of payment i.e. retirement, disability, death benefit to the beneficiary (ies) is mentioned in the Register.

14.2.12 The accessibility of data shall extend three years past the last amount paid to the Participant, subsequent pension fund manager or to the heirs of the Participant by the Pension Fund Manager.

### **14.3 Statement of Accounts**

Upon being satisfied that the Contribution to the Fund has been received, in full, from the Participants, the Registrar will send directly to each Participant Account Statement that will constitute evidence of the number of Sub-Fund Units or Individual Pension Account or periodic payment account balances registered in the name of the Participant.

The Registrar will issue an Account Statement, each time there is a transaction in the Individual Pension Account and it will be posted or electronically transmitted to the Participant within six (6) Business Days of each transaction.

## **14.4 FINANCIAL INFORMATION**

### ***14.5 Auditors certificate on Investment of Seed Capital***

**14.6 Auditors certificate on NAV of each fund**

## 15 WARNINGS

**INVESTMENT RISKS AND TAX IMPLICATION:** All investments in ABL Pension Fund are subject to market risks. The value of such investments may depreciate as well as appreciate, subject to market fluctuations and risks inherent in all such investments. Participants should read the Offering Document carefully to understand the investment policies, risks and tax implications and should consult their legal, financial or tax advisors before making any investment decisions. Withdrawals from the Pension Fund before the retirement age are subject to tax under the provisions of the Income Tax Ordinance, 2001.

## 16 COMPLAINTS

Any unresolved complaint or dispute arises between a Participant and the Pension Fund Manager under the VPS Rules, it shall be referred to the Insurance Ombudsman appointed under Section 125 of the Insurance Ordinance, 2000. (XXXIX of 2000). The Insurance Ombudsman shall have all the powers and shall follow the procedures as required under PART XVI of the Insurance Ordinance, 2000.

### **16.1 Procedure for lodging a complaint with the Insurance Ombudsman**

The procedure for lodging a complaint with the Insurance Ombudsman shall be as provided in Section 129 of the Insurance Ordinance, 2000 and reproduced below:

- (a) A complaint shall be made in writing, addressed to the Insurance Ombudsman. The complaint shall set out the full particulars of the transaction complained of and the name and address of the Participant (complainant).
- (b) Prior to making a complaint, the Participant (complainant) shall intimate in writing to the Pension Fund Manager his intention of filing a complaint and if the Pension Fund Manager either fails to respond, or makes a reply which is unsatisfactory to the complainant, within a period of one month, the Participant (complainant) may file a complaint, at any time thereafter, within a further period of three (3) months:

Provided that the Insurance Ombudsman may, if satisfied that there were reasonable grounds for the delay in filing the complaint, condone the delay and entertain the complaint.

- (c) The Insurance Ombudsman may adopt any procedure he considers appropriate for investigating a complaint.

Provided that he shall not pass any order against the Pension Fund Manager without first giving it a notice and an opportunity to be heard.

- (d) Subject to Section 128, the Insurance Ombudsman shall not have any power to issue an order in the nature of a stay order or to entertain any complaints if the matter is pending before a Court, Tribunal or other legal forum.
- (e) The Insurance Ombudsman may reject a complaint summarily or he may accept the

same or pass any other order he deems fit.

Provided that in each case he shall pass a reasoned order for his decision.

- (f) The Federal Government may further prescribe rules for the conduct of proceedings in relation to complaints brought before the Insurance Ombudsman.

**Note: The Pension Fund Manager will not be responsible or liable for maintaining service levels and / or any delay in processing claims arising out of this facility. The Pension Fund Manager, the Trustee and the underlying Fund shall not be held liable for honoring any Insurance/Takaful claims.**

## **16.2 Contact Details of Office of Insurance Ombudsman**

The Present Insurance Ombudsman and his contact details are as follows:

Mr. Justice(R) Syed Ali Aslam Jafri  
Federal Insurance Ombudsman Office  
6th Floor, State Life Building No. 2,  
Wallace Road, off I.I Chundrigar Road,  
Karachi.  
Phone: 021-9211674; 021-9211698  
Fax : 021-9213278-9

## **17 TRANSACTIONS WITH CONNECTED PERSONS**

- a) No Pension Fund Manager on behalf of the Pension Fund shall take exposure in any form or invest in debt or equity securities of connect persons or purchase from or sell any security to any of the Connected Person.
- b) No single connected stockbroker shall account for ten per cent or more of the Pension Fund's brokerage or commission in any one financial year of the Pension Fund. Provided that the Commission may, in each case on merits, permit the ten per cent to be exceeded if the connected broker offers advantages to the Pension Fund not available elsewhere.
- c) Neither the Trustee or the Custodian (if Trustee has appointed another person as Custodian) nor the Pension Fund Manager shall sell or purchase any Investment with the Pension Fund save in the capacity of intermediary or in the normal course of business.
- d) All cash forming part of the ABL Pension Fund assets shall be deposited with the Trustee or the Custodian, which is a Bank, return shall be paid on the deposit by such Trustee or Custodian at a rate that is not lower than the rate offered by the said Bank to depositors of similar duration.

## **18 GENERAL INFORMATION**

## **18.1 The Constitutive Documents of ABL Pension Fund are:**

- 1) Trust Deed, dated March 19, 2014, executed between Pension Fund Manager and the Trustee constituting the Pension Fund;
- 2) Letter no. C 0094 dated August 21, 2014 from the Auditors confirming the subscription for the Units of Pension Fund by the core investors.
- 3) Consents of the auditors and trustee to their respective appointments and being named and described as such in this Offering Document.
- 4) Letter No.5(1)SEC/SCD/PW/ABL AML/2013/557 dated September 23, 2013 from the Commission, registering the Pension Fund Manager as a pension fund manager under the Rules,
- 5) Letter No.9 (1) SEC/SCD/PW-ABLAMC-01/613 dated March 11, 2014 from the Commission to the Pension Fund Manager, approving the Trustee to act as the trustee of the Pension Fund.
- 6) Letter No.9 (1) SEC/SCD/PW-ABLAMC-01/661 dated July 7, 2014 from the Commission, authorizing the Pension Fund.
- 7) Letter No.22 (1) SEC/SCD/PW-ABLAMC-01/17 dated September 1, 2014 from the Commission, approving this Offering Document.

The Constitutive Documents concerning the ABL Pension Fund may be inspected at the registered office of the Pension Fund Manager at 11-B, Lalazar, M. T. Khan Road, Karachi – Pakistan or at any other address which may be notified by the Pension Fund Manager to the general public through newspapers.

## **18.2 Date of publication of this Offering Document**

The date of publication of this Offering Document is \_\_\_\_\_.

## **19 Statement of Responsibility**

**ABL ASSET MANAGEMENT CO. LTD ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION HEREIN CONTAINED AS OF THE DATE OF PUBLICATION.**

## **20 TERMINATION OF THE PENSION FUND**

### **20.1 TERMINATION AND LIQUIDATION OF THE TRUST**

- 20.1.1 The Pension Fund Manager (PFM), subject to conditions of the Rules, the Trust Deed and approval of the Commission, may terminate the Pension Fund by giving at least three (03) months' notice, in writing, to the Participants, the Trustee and the Commission.

- 20.1.2 The Trust may also be terminated by the Commission on the grounds provided in the Rules.
- 20.1.3 The Trust Deed of the Pension Fund may be terminated in accordance with the conditions specified in the Rules if there is any breach of the provisions of the Trust Deed or any other agreement or arrangement entered into between the Trustee and the Pension Fund Manager regarding the Pension Fund. Both parties shall act in a manner that causes the least degree of inconvenience to the Participants and is the most cost efficient for the Pension Fund and the Pension Fund Manager.
- 20.1.4 Upon the Trust being terminated, The Pension Fund Manager will suspend the acceptance of registration, Contribution(s) and withdrawals, forthwith, and proceed to transfer all assets and liabilities and records of the Pension Fund and each Sub-Fund to another pension fund manager under a scheme of arrangement to be approved by the Commission.
- 20.1.5 The Pension Fund Manager shall ensure that accounts of the Pension Fund, till the day of the transfer to the new Pension Fund Manager, are audited by the Auditors of the Fund and the Audit and Trustee Report is submitted, within one month from the date of such appointment, to the Commission, the new pension fund manager and the Trustee. PFM, with the approval of the Commission, will decide the cost of such interim audit and the same may be charged to the Pension Fund with the prior approval of the Commission.
- 20.1.6 The Trustee, subject to clauses 20.1.4 and 20.1.5, on the recommendation of PFM and approval of the Commission, shall transfer all the assets and liabilities and records of the Pension Fund and each Sub-Fund, including Individual Pension Accounts of Participants, to the other Pension Fund managed by the other Pension Fund Manager.
- 20.1.7 Thereafter, the Pension Fund Manager shall proceed to dissolve the Pension Fund under the relevant law and in the court of jurisdiction.

## **21 GENERAL**

- 21.1.1 Any notice required to be served upon a Participant shall be deemed to have been duly given if sent by post or courier service to or electronically submitted or left at his address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.
- 21.1.2 In case a general notice is required to be served upon all the Participants, the Trustee or the Pension Fund Manager shall advertise any such notice in any leading daily newspapers in Pakistan having primary circulation in Karachi, Lahore and Islamabad. *The cost of issuing and publishing a general notice shall be charged to the Trust.*
- 21.1.3 Service of a notice or document on any employer shall be deemed effective service on all the Participants registered through that employer unless the

Participant has given notice to the Pension Fund Manager that he is no longer in the employment of that employer.

21.1.4 Any notice or document sent by post or courier service to or left at the registered address of a Participant shall notwithstanding that such Participant be then dead or bankrupt and whether or not the Trustee or the Pension Fund Manager have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units registered in favor of that Participant.

21.1.5 A copy of this Offering Document, Trust Deed and of any deed supplemental hereto shall be made available for inspection at the respective head offices of the Trustee and the Pension Fund Manager at all times during usual Business Hours and shall be supplied by the Pension Fund Manager to any person on application at a charge disclosed in the Offering Document.

## 22 DEFINITIONS

Unless the context requires otherwise, in this Offering Document (including in its Recitals) the following words or expressions shall have the meaning respectively assigned to them below:

- 22.1 “**Accounting Date**” means 30th June in each year; provided, however, that the Pension Fund Manager may, with the consent of the Trustee and after obtaining approval of the Commission, change such date to any other date;
- 22.2 “**Accounting Period**” means a period ending on and including an Accounting Date and commencing (in case of the first such period) from the date of receipt of entire of Seed Capital and (in any other case) from the end of the last Accounting Period, as the case may be;
- 22.3 “**Account Statement**” means statement of transactions in Units of each Sub-fund in the Individual Pension Account of the Participant, containing such information as may be prescribed by the Commission from time to time;
- 22.4 “**Allocation Schemes**” means the allocation schemes offered by the Pension Fund Manager in light of the prescribed allocation policy issued by the Commission from time to time.
- 22.5 “**Annuity**” means a series of payments of set frequency,
- 22.6 “**Anniversary Date**” means the Business Day following the completion of one full year from the opening of the Individual Pension Account with the Pension Fund Manager and thereafter the Business Day following completion of subsequent one full year.

- 22.7 **“Approved Annuity Plan”** means an Annuity Plan, approved by the Commission under Section 2(3A) of the Income Tax Ordinance, 2001.
- 22.8 **“Approved Income Payment Plan”** means an income payment plan approved by the Commission under Section 2(3B) of the Income Tax Ordinance, 2001.
- 22.9 **“Applicable Law”** means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any Authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable;
- 22.10 **“Approval”** means any consent, registration, filing, notarization, certificate, license, approval (including foreign exchange control approval), permit, authority, confirmation or exemption from or by or with any national, supranational or regional government or administrative, fiscal, judicial or governmental body, commission, agency, authority, central bank or similar entity and all corporate, creditors’, shareholders’ and directors’ approvals or consents required for execution of this Offering Document and performance of the transactions contemplated herein;
- 22.11 **“Approved Employment Pension or Annuity Scheme”** means any employment related retirement scheme approved under the Income Tax Ordinance, 2001 which makes periodical payment to a beneficiary, i.e. pension or annuity such as approved superannuation fund, public sector pension scheme and Employees Old-Age Benefit Scheme.
- 22.12 **“Asset Management Company”** means a company which has been licensed by the Commission under rule 5 of the Non-Banking Finance Companies Rules, 2003, to offer investment schemes under trust deeds and to issue redeemable securities.
- 22.13 **“Auditor”** means a person qualified under the provisions of section 254 of the Ordinance to act as an auditor of a company appointed by the Pension Fund Manager, with the consent of Trustee, as the auditor for the Pension Fund, who shall be independent of the auditor of the Pension Fund Manager and the auditor of the Trustee, as provided under the Rules. However, the Trustee and the Pension Fund Manager shall ensure that the auditors are selected from the list of auditors as prescribed by the Commission from time to time for this purpose.
- 22.14 **“Authority”** means any governmental or judicial or quasi-governmental or judicial authority empowered to administer, enforce, adjudicate or ensure compliance with Applicable Law;
- 22.15 **“Authorized Branch or Branches”** means those branches of the Distributors authorized by the Pension Fund Manager to perform Distribution Function, and whose addresses have been given in the Offering Document, or on the website of the Pension Fund Manager.
- 22.16 **“Authorized Investments”** means investments, whether listed or otherwise, transacted, issued or traded inside or outside Pakistan and as permissible under the Rules or under the Investment Policy prescribed by the Commission;

- 22.17 **“Bank”** means any Scheduled Bank, as defined under the State Bank of Pakistan Act, 1956 and licensed to carry on banking business and shall include a bank incorporated outside Pakistan and carrying on banking business in Pakistan as a Scheduled Bank.
- 22.18 **“Bank Accounts”** means those account(s) opened and maintained for the trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the participants.
- 22.19 **“Business Day”** means a (such Business Hours thereof) when Banks and Stock Exchanges are open for normal business in Pakistan and for which Pension Fund Manager is open for business.
- 22.20 **“Business Hours”** means period in a Business Day, as determined by the Pension Fund Manager, from time to time.
- 22.21 **“Commission”** means the Securities and Exchange Commission of Pakistan established under the Securities and Exchange Commission of Pakistan Act, 1997 (Act No.XLII of 1997);
- 22.22 **“Connected Person”** shall have the same meaning as assigned in the rules:
- 22.23 **“Constitutive Document”** means the principal document governing the formation of the Pension Fund, and includes in the Trust Deed and any supplemental trust deed of the Pension Fund and all material agreements.
- 22.24 **“Contribution”** means an amount as may be voluntarily determined by an individual payable at any frequency to one or more Pension Fund Managers and held in one or more individual pension accounts of a participant, subject to any specified minimum limit prescribed by the Pension Fund Manager.
- 22.25 **“Contribution Date”** has the meaning ascribed to it in Clause 7.2.2;
- 22.26 **“Core Units”** means units issued to the Seed Capital Investors.
- 22.27 **“Custodian”** means a Bank, a central depository company or any other depository for the time being appointed by the Trustee to hold and protect the Trust Property or any part thereof as custodian or nominee on behalf of the Trustee; the Trustee may also itself provide custodial services for the Fund;
- 22.28 **“Dealing Day”** means every Business Day on which dealing in the Pension Fund is conducted as disclosed in the Offering Document, provided that the Pension Fund Manager may with the prior written consent of the Trustee and upon giving not less than One day notice in the newspapers declare any particular Business Day not to be a Dealing Day;
- 22.29 **“Deed”** or **“Trust Deed”** means the trust deed, signed between the Pension Fund Manager and the Trustee.
- 22.30 **“Default Allocation Scheme”** means the default asset allocation scheme as determined by the Pension Fund Manager in light of the prescribed allocation policy, allocating the contributions received from the participants between the Sub-Funds, as deemed fit, for those Participants who have not selected any Allocation Scheme.

- 22.31 **“Distributor(s)”** or “Distribution Company” means companies, Sole Proprietorship concerns, individuals, or Bank(s) appointed by the Pension Fund Manager under intimation to the trustee for performing any or all of the Distribution Functions and shall include the Pension Fund Manager itself, if it performs the Distribution Functions.
- 22.32 **“Distribution Function”** means the functions with regard to:
- (a) Receiving applications for contributing to the Pension
  - (b) Interfacing with and providing services to the Participants including receiving withdrawal / transfer applications, conversion notices and applications for change of address for immediate transmission to the Pension Fund Manager or the Registrar as appropriate
  - (c) Acknowledging receipt by delivering customer copy in respect of (a) and (b) above; and
  - (d) Accounting to the Pension Fund Manager for (i) monies received from the applicants when the contributions; (ii) payments made to the Participants on withdrawal from Individual Pension Account: and (iii) expenses incurred in relation to the Distribution Functions.
- 22.33 **“Eligible Person”** means any person who qualifies the eligibility criteria under the Rules in respect of persons who can make contributions to pension funds authorized under the Rules;
- 22.34 **“Exposure”** includes facility and subscription to or investment in equity securities, debt instruments or securities, unit or certificates or shares of a collective investment scheme, money-market placements, deposits, certificates of deposits, CFS, forward contracts, derivatives and credit cards but does not include
- a. obligation under letters of credit and letters if guarantee to the extent of cash margin held by an NBFC.
  - b. a facility provided to financial institutions through REPO transactions with underlying statutory liquidity requirement eligible securities
  - c. letters of credit established for the import of plant and machinery; and
  - d. deposits of less than ninety days
- 22.35 **“Facility”** includes financing under a system which is based on participation in profit and loss, markup or mark-down in price, hire-purchase, lease, rent sharing, bills of exchange, promissory notes or other instruments with or without buy-back arrangement by a seller, participation term certificate, musharika or modaraba certificate, term finance certificate or any other mode, guarantees, indemnities, letters of guarantee, indemnity, letter of credit and any other obligation, whether fund based or non- fund based.
- 22.36 **“Financial Institution”** means a Bank, Development Finance Institution, Non-Banking Finance Company or Modaraba.
- 22.37 **“Form”** means a Form prescribed under the Rules to collect information from the Participants.
- 22.38 **“Formation Costs”** means all preliminary and floatation expenses of the Fund including expenses in connection with authorization of the fund and its application fee payable to the commission, execution and registration of the Constitutive Documents, issue, legal costs and all expenses incurred during the period leading up to the authorization to a maximum limit of PKR Rs.750,000/- or 0.5% of the total Seed Capital, whichever is less

- 22.39 **"Front-end Fee"** means sales charge of commission, not exceeding three percent (3%) of the amount of contributions from Participants.
- 22.40 **"Fund"** means ABL Pension Fund or, "Trust" or "Unit Trust".
- 22.41 **"Fund Property"** means the aggregate proceeds of the sale of all Units at NAV after deducting there from Front-end Fee, and any expenses chargeable to the Fund; and includes the Investment and all income, profits, shares, securities, deposits, right and bonus shares, cash, bank balances, dividends, fees, commissions, receivables, claims, contracts, licenses, privileges and other benefits arising there from and all cash and other movable and other assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders pursuant to the Trust Deed and shall include the income.
- 22.42 **"Guidelines"** means various guidelines, including instructions and handouts issued by the Commission to be followed or implemented by the Pension Fund Manager, the Trustee and other persons connected with the Fund in relation to various matters under the Rules;
- 22.43 **"Income Payment Plan"** means a plan to enter into an agreement with the Pension Fund Manager after retirement enabling withdrawal of the remaining amount, in monthly installments, as per the rules.
- 22.44 **"Individual Pension Account"** means an individual account of the participant maintained by the Pension Fund Manager to record his/her investment and the units of the Sub-Funds as issued there against, including appreciations thereof.
- 22.45 **"Individual Pension Account Number"** of a Participant means his/her Computerized National Identity Card (CNIC) number followed by a hyphen, a two digit suffix denoting the particular Pension Fund and a serial number, if any.
- 22.46 **"Investment"** means any Authorized Investment forming part of the Trust Property of any Sub-fund;
- 22.47 **"Investment Policy"** means the investment policy from time to time determined by the Commission under the Rules;
- 22.48 **"Launch Date"** means the date, as may be determined by the Pension Fund Manager, from which the ABL Pension Fund shall be offered to the Participants for continual Contribution dealing.
- 22.49 **"Lifecycle Allocation Scheme"** means an Allocation Scheme approved by the Commission, where the percentage allocations to each Sub-Fund will automatically vary based on the age of the Participant.
- 22.50 **"Life Insurance Company"** means a company registered under the Insurance Ordinance, 2000 (XXXIX of 2000), to transact life insurance business, and includes the State Life Insurance Corporation of Pakistan;

- 22.51 **“Net Assets”** means excess of assets over liabilities of the fund, such excess being computed in the manner as specified under the Rules.
- 22.52 **“Net Asset Value”** or **“NAV”** means per unit value of the Sub-Funds arrived at by dividing the Net Assets by the number of units outstanding. Net assets being computed in the manner specified under the Rules or as may be specified by the Commission from time to time.
- 22.53 **“Nomination Deed”** is the deed issued by the Court specifying the nominees of the deceased Participant and their respective entitlement.
- 22.54 **“Offering Document”** means a document issued by the Pension Fund Manager with consent of the Trustee and after approval of the commission and contains the contribution and investment policy and all other information in respect of the fund, as required by the Rules/Guidelines and is circulated to invite offers by the public to invest in the fund.
- 22.55 **“Ordinance”** means the Companies Ordinance, 1984;
- 22.56 **“Par Value”** means the First Offer Price of a Unit.
- 22.57 **“Participant”** means any Person who has contributed or on whole behalf contributions are made into one or more pension funds and held in one or more identifiable individual pension accounts managed by one or more Pension Fund Managers.
- 22.58 **“Pension Fund”** means a fund made up of Sub-Funds created from the Contributions paid by the participants and would consist of all the assets for the time being holder deemed to be held by Sub-Funds and includes all income or investment returns thereon but excludes fees, charges and expenses related to the management of the investments of Sub-Funds.
- 22.59 **“Pension Fund Manager”** means an asset management company or a life insurance company duly authorized by the commission to efficaciously manage the contributions made by or on behalf of participants in pension fund and meet such other conditions as may be prescribed from time to time by the commission.
- 22.60 **“Prescribed Allocation Policy”** means the allocation policy as prescribed by the Commission from time to time.
- 22.61 **“Prescribed Application Form”** means a form approved by the Commission to open an Individual Pension Account and collect other information from the Participants;
- 22.62 **“Prescribed Investment Policy”** means Investment Policy prescribed by the Commission from time to time under the Rules.
- 22.63 **“Records”** include ledgers, day books, cash books and all other manuals or magnetic records used in the business of a Pension Fund Manager;
- 22.64 **“Register”** means the register of Participants kept pursuant to the Rules and the Trust Deed;
- 22.65 **“Registrar”** means an organization that the Pension Fund Manager may appoint for performing the Registrar Functions and may include a department of the Pension Fund Manager.

- 22.66 **“Registrar Functions”** means the functions with regard to:
- (a) maintaining the Register;
  - (b) processing requests for contribution, withdrawal, change of pension fund manager, reallocation of units between the Sub-Funds and Transmission of balance in the Individual Pension Account and requests for recording of lien or for recording of changes in data with regard to the Participant(s);
  - (c) Issuing account statements to the participants;
  - (d) Dispatching income distribution advice and/or bank transfer intimations;
  - (e) Other functions to be performed as per Registrar agreement; and
  - (f) Such other functions as may be required under the Guidelines on record keeping.
- 22.67 **“Regulations”** means regulations made by the commission under these rules
- 22.68 **“Retirement Age”** means any age between sixty and seventy years or twenty-five years since the age of first contribution to a pension fund whichever is earlier or such age as may be prescribed in the Rules from time to time, which the Participant selects for retirement, in accordance with the provisions of the Rules;
- 22.69 **“Retirement Date”** means the date on which the retirement of a Participant from the Pension Fund becomes effective;
- 22.70 **“Rules”** means the Voluntary Pension System Rules, 2005, as amended from time to time.
- 22.71 **“Sales Agent”** means an individual, firm, corporate or other entity appointed by the Pension Fund Manager, at its sole responsibility, to identify, solicit and assist participants in contributing in the Fund.
- 22.72 **“Schedule”** means the schedule of these rules.
- 22.73 **“Seed Capital”** means the amount invested or arranged by the Pension Fund Manager as initial investment in each Sub-Fund of the Pension Fund. This investment will be kept for a minimum period of three years from the date of investment or as determined by the Commission.
- 22.74 **“Seed Capital Investor”** means the investor of Seed Capital.
- 22.75 **“Seed Capital Units”** shall mean such Units of any Sub-Fund that are issued to the Seed Investors with the condition that they are not redeemable, transferable or tradable for a period of three (3) years from the date of issue or as may be determined by the Commission. Save for this restriction, Seed Capital Units shall all rank pari passu with all other Units;
- 22.76 **“Stock Exchange”** means any stock exchange registered under the Securities and Exchange Ordinance, 1969 (XVII of 1969)

- 22.77 **"Sub-Fund"** means a collective investment sub-scheme of a specified investment class and / or Investment Policy set up within the overall Pension Fund. The Trust Property shall be accounted for and segregated with respect to each Sub-Fund.
- 22.78 **"Supplementary Offering Document"** means a document issued by the Pension Fund Manager, with consent of the Trustee after approval of the Commission, describing the new features of the Pension Fund to invite offers by the public to invest in the Fund.
- 22.79 **"Supplementary Trust Deed"** means a deed registered between the Pension Fund Manager and the Trustee, with the approval of the Commission, amending or adding to the Trust Deed. Such supplementary Trust Deed shall be binding on each Participant, as if he/she is party to it and so to be bound by its provisions.
- 22.80 **"Tax"** means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of Pakistan or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating thereto;
- 22.81 **"Tax Year"** shall have the same meaning as ascribed under the Income Tax Ordinance, 2001 (Ordinance No.XLIX of 2001);
- 22.82 **"Transaction Costs"** means the costs incurred or estimated by the Pension Fund Manager to cover the costs (such as, but not restricted to, Brokerage, Taxes or Levies on transactions, etc.) related to the investing or disinvesting activity of the Fund's portfolio, necessitated by creation or cancellation of Units.
- 22.83 **"Trust"** means a trust established by a deed under the provisions of the Trusts Act, 1882.
- 22.84 **"Trusts Act"** means Trusts Act 1882 (II of 1882).
- 22.85 **"Trust Deed"** means the Trust Deed described in Clause 1, as amended from time to time by any Supplementary Trust Deed;
- 22.86 **"Trust Property"** means the aggregate proceeds credited in the Pension Fund including the Contribution(s) received and seed capital received from Seed Investors of each Sub-Fund(s) after deducting therefrom or providing there out any applicable Front-end Fee and any other expenses chargeable to the Pension Fund including the Sub-Fund; and includes the Investments and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets, movable or immovable, and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Participants pursuant to the Trust Deed and this Offering Document;
- 22.87 **"Trustee"** means Central Depository Company of Pakistan Limited or any other company appointed with approval of the commission from time to time.
- 22.88 **"ABL Pension Fund"**, "Pension Fund", "ABL-PF" or "Trust" means the pension fund constituted under the Trust Deed and the Rules and made up of the Sub-Funds;
- 22.89 **"Unit"** means an undivided share in a Sub-Fund of the Pension Fund.
- 22.90 **"Unlisted Security"** means a security not listed or quoted on a stock exchange.

22.91 **“Zakat”** has the same meaning as in the Zakat and Ushr Ordinance (XVIII of 1980), 1980.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Ordinance, the Securities and Exchange Ordinance, 1969, the Insurance Ordinance, 2000, the Rules and the Non-Banking Finance Companies Rules, 2003. 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

## **23 INTERPRETATION**

In this Offering Document, unless the context shall otherwise require:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a company, firm, trust, Authority or government and vice versa;
- (e) a reference to any gender includes all genders;
- (f) a reference to a Recital, Clause or Annexure is to a Recital, Clause or Annexure of or to this Offering Document;
- (g) a Recital or Annexure forms part of this Offering Document;
- (h) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
- (i) a reference to any party to this Offering Document or any other document or arrangement includes that party’s executors, administrators, successors, permitted substitutes, permitted transferees and permitted assigns;

- (j) where an expression is defined, another grammatical form or variation of that expression has a corresponding meaning;
- (k) a reference to any “Account” or “account” includes any renewal, redenomination, re-designation or sub-account thereof;
- (l) “include”, “includes” and “including” shall be respectively construed as “include without limitation”, “includes without limitation” and “including without limitation”, and all derivative terms shall be construed accordingly; and
- (m) words “written” or “in writing” include printing, engraving, lithography, or other means of visible reproduction.

## **24 HEADINGS**

In this Offering Document, headings are for convenience of reference only and do not affect interpretation.

# Annexure A

## “Certificate of Registration as Pension Fund Manager”



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

*Annexure "A"*

No. 5(1) SEC/SCD/PW/ABL AML/2013/557

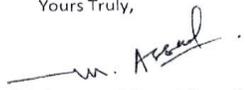
September 23, 2013

Chief Executive Officer,  
ABL Asset Management Company Limited,  
11-B, Lalazar,  
M.T. Khan Road,  
Karachi.

Subject: - Certificate of Registration as Pension Fund Manager

1. Reference to your application for Registration as Pension Fund Manager.
2. Please find enclosed herewith the Certificate of Registration as Pension Fund Manager, granted to ABL Asset Management Company Limited in terms of the Voluntary Pension System Rules, 2005.
3. Kindly acknowledge receipt.

Yours Truly,

  
(Muhammad Assad Saeed)  
Assistant Director

Encl: Certificate of Registration

## Annexure A-1

“Certificate of Registration as Pension Fund Manager”



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

Registration No. 08 / SEC/ PW /ABL AMC

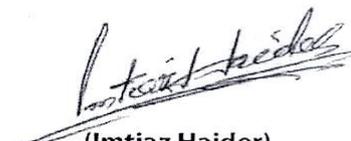
Islamabad, the 23 September, 2013

**CERTIFICATE OF REGISTRATION AS  
PENSION FUND MANAGER**

The Securities and Exchange Commission of Pakistan, having considered the application of ABL Asset Management Company Limited and being satisfied that ABL Asset Management Company Limited is eligible for registration, in exercise of powers conferred by sub-rule (2) of rule 5 of Voluntary Pension System Rules, 2005 (“the VPS Rules”), hereby grants registration to ABL Asset Management Company Limited as Pension Fund Manager subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

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

The registration shall be suspended or cancelled if the license to carry on asset management services granted to ABL Asset Management Company Limited under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 is suspended or cancelled.

  
**(Imtiaz Haider)**  
Commissioner SCD

# Annexure B

“Authorization”



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

*Annexure "B"*

No.9 (1) SEC/SCD/PW-ABLAMC-01/ 661

July 7, 2014

Chief Executive Officer,  
ABL Asset Management Company Limited,  
11-B, Lalazar,  
M.T. Khan Road,  
Karachi.

Subject: **Authorization of “ABL Pension Fund” under rule 9 of the Voluntary Pension System Rules, 2005.**

Dear Sir,

1. Please refer to your letter dated May 12, 2014 on the captioned subject.
2. I am directed to inform you that the Securities and Exchange Commission of Pakistan (the “Commission”) has authorized the ABL Pension Fund (the “Fund”) under rule 9 of the Voluntary Pension System Rules, 2005.
3. Kindly submit a certificate from the auditors of the Fund confirming investment of seed capital in each sub-fund as communicated vide our letter No. 9 SEC/SCD/PW/ABLAMC/2014/615 dated March 11, 2014. It may please be noted that the Fund can only be offered for participation to the general public after approval of the Offering Document of the Fund by the Commission.

Yours truly,

  
(Muhammad Assad Saeed)  
Assistant Director

CC: Central Depository Company of Pakistan Limited  
Trustee of the ABL Pension Fund  
CDC House, 99-B, Block “B”,  
S.M.C.H.S. Main Shakra-e-Faisal,  
Karachi, Pakistan.

NIC Building, Jinnah Avenue, Blue Area, Islamabad.  
PABX: 9207091-4 Ext: 392 Fax. No. 9218590, E-mail: [assad.saeed@sccp.gov.pk](mailto:assad.saeed@sccp.gov.pk)

## Annexure C

“Letter from the SECP, Approving the appointment of the Trustee”



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

Annexure "C"

No.9 (1) SEC/SCD/PW-ABLAMC-01/613

March 11, 2014

Chief Executive Officer,  
ABL Asset Management Company Limited,  
11-B, Lalazar,  
M.T. Khan Road,  
Karachi.

Subject: **Approval of the appointment of “Central Depository Company of Pakistan Limited” as Trustee of the proposed ABL Pension Fund and Remuneration of the Trustee.**

Dear Sir,

1. Please refer to your letter dated January 27, 2014 regarding the subject matter.
2. I am directed to convey the approval of the Securities and Exchange Commission of Pakistan (the “Commission”) to the appointment of Central Depository Company of Pakistan Limited (CDC) as the Trustee of the proposed ABL Pension Fund under rule 29 of the Voluntary Pension System Rules, 2005.
3. Furthermore, the Commission has approved remuneration of the Trustee, as per schedule of charges attached herewith, in terms of rule 34 of the Voluntary Pension System Rules, 2005.

Yours truly,

(Muhammad Assad Saeed)  
Assistant Director

Encl: Trusteeship Tariff structure – CDC

CC: Central Depository Company of Pakistan Limited  
(w.r.t letter Ref: CDC/T&C S-II/C/0195/2014 dated January 27, 2014)  
Trustee of the proposed ABL Pension Fund  
CDC House, 99-B, Block “B”,  
S.M.C.H.S. Main Shahra-e-Faisal,  
Karachi, Pakistan.

NIC Building, Jinnah Avenue, Blue Area, Islamabad.  
PABX: 9207091-4 Ext. 392 Fax. No. 9218590, E-mail: [assad.saeed@secp.gov.pk](mailto:assad.saeed@secp.gov.pk)

## Annexure D

“Letter from the SECP, authorizing the Pension Fund Manager to register the Trust Deed”



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

No. 9 SEC/SCD/PW/ABLAMC/2014/ 617

March 11, 2014

Chief Executive Officer,  
ABL Asset Management Company Limited,  
11-B, Lalazar,  
M.T. Khan Road,  
Karachi.

Subject: Clearance of Draft Trust Deed – ABL Pension Fund (ABL-PF)

Dear Sir,

Kindly refer to your letter dated January 28, 2014, on the subject matter.

2. I am directed to inform you that this office has no objection to the contents of the draft trust deed of the proposed ABL Pension Fund submitted vide your above stated letter. The clearance of the draft trust deeds is, however, without prejudice to the consequences of verifying compliance to the conditions stipulated in the Certificate of Registration issued in favor of M/s. ABL Asset Management Company Limited and the requirements stipulated in the Voluntary Pension System Rules, 2005.
3. Furthermore, you are advised to submit the copy of the duly registered trust deed in order to enable the Commission to proceed further in this matter.

Yours truly,

(Muhammad Assad Saeed)

Assistant Director

CC: Central Depository Company of Pakistan Limited  
(w.r.t letters Ref: CDC/T&C S-II/DH/0420/2014 dated January 28, 2014)  
Trustee of the proposed ABL Pension Fund  
CDC House, 99-B, Block "B",  
S.M.C.H.S. Main Shakra-e-Faisal,  
Karachi, Pakistan.

NIC Building, Jinnah Avenue, Blue Area, Islamabad.

PABX: 9207091-4 Ext. 392 Fax. No. 9218590, E-mail: [assad.saeed@secp.gov.pk](mailto:assad.saeed@secp.gov.pk)

# Annexure E

“Distribution Details”

## LIST OF DISTRIBUTION OFFICES

1. ABL Asset Management Co. Ltd
2. Allied Bank Limited

## ABL ASSET MANAGEMENT CO. LTD

### 1. Head Office

11-B, Lalazar, M.T. Khan Road, Karachi.  
UAN: 021-111-225-262  
Toll Free: 0800-ABL-AM (225-26)  
www.ablamc.com  
contactus@ablamc.com  
Fax: 021-99207409, 021-99207407

**ALLIED BANK LIMITED**

**PREMIER AUTHORIZED BRANCHES**

<b>Sr.</b>	<b>Name of Branch</b>
1	
2	
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<b>Sr.</b>	<b>Name of Branch</b>
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Please note that the above branches may change from time to time as per the discretion of the Management Company.

**AUTHORIZED BRANCHES**

# Annexure “F”

## “Account Opening Form”

### Form 1



## ACCOUNT OPENING FORM

#### General Instructions

1. This form is for use by individual applicants who want to open a Pension plan account with ABL Asset Management Company Ltd. (ABL AMC)
2. Fill the form in block letters and in legible handwriting to avoid errors in application processing. If any alteration is made, a countersign is mandatory
3. Fill the form yourself or get it filled in your presence. Do not sign and/or submit blank forms
4. Please tick in the appropriate box wherever applicable, incase any field is not relevant, please mark 'N/A' (Not Applicable)
5. It is the responsibility of the applicant to carefully read and understand the guidelines and instructions provided in this form and the terms and conditions, especially risk disclosure, disclaimer, warning statement, investment objective in the Offering Document of ABL Pension Fund/ABL Islamic Pension Fund
6. Applications incomplete in any respect and/or not accompanied by required documents are liable to be held or rejected until complete requirements are fulfilled
7. Applications complete in all respects and carrying necessary documentary attachments should be submitted at any branch of Allied Bank, Authorized Distributor, or courier them at ABL AMC's Head Office: First Floor, 11-B, Lalazar, M.T. Khan Road, Karachi.
8. For assistance in filling this form or information about our products and services call toll free at 0800 22526 or email [contactus@ablamc.com](mailto:contactus@ablamc.com)

#### Guidelines

1. Cash will not be accepted
2. Payment can be made in the form of a cheque, demand draft, pay order or via through online account transfer
3. Payment shall be made in favor of 'CDC Trustee ABL Pension Funds/ABL Islamic Pension Funds. Instrument should be crossed 'Account Payee Only'
4. If payment instrument is returned, the unpaid application will be rejected
5. It should be the responsibility of the applicant to pay all charges and taxes in relation to the units purchased by him/her
6. Applications by foreign nationals and nonresident individuals shall be accepted subject to existing laws provided the subscription amount is paid by means of a remittance through banking channels or through means permitted by the State Bank of Pakistan (SBP)
7. Front-end load (charges) will be applicable on investment as per the constitutive documents of the Fund
8. Application will be processed as per cut-off timings for the Fund
9. Units will be allocated after deduction of applicable load



ABL Pension Fund

ABL Islamic Pension Fund

Customer ID

Date

- -  
(dd - mm - yy)

### Document Checklist

Before submitting this form, make sure the following documents are attached. If one or more of the documents are missing, your application may be declined or processed with a delay. In case of Zakat Exemption, Zakat Affidavit shall be provided for the participant. If not submitted, Zakat will be deducted at the time of withdrawal.

Copy of CNIC/NICOP/NTN  Zakat Affidavit (In case of exemption)  Copy of Pension Fund's Account Statement (In case of transfer from another Pension Fund Manager)  Employer Contributor Form (In case of contribution by Employer)

### 1 Participant Details

Name (Mr/Ms/Mrs.)  Father/Husband Name

CNIC/NICOP No.  CNIC Expiry Date  NTN No.   
(dd - mm - yyyy)

Gender  Male  Female Date of Birth  Religion  Zakat Deduction  Yes  No  
(dd - mm - yyyy)

Residential Status  Resident  Non-Resident Passport No.   
(In case of Non-Resident Pakistani)

Residential Address

City  Country  Email Address

Residential Phone  Office Phone  Mobile

Occupation  Service  Self-employed Other  Employer/Business Name

Employer/Business Address   
(Please specify)

Correspondence to be sent to  Residential Address  Employer/Business Address  E-Statement

### 2 Bank Account Details of Participant

Bank Name  Branch Name/Code

Bank Account No.  Bank Account Title  City

### 3 Initial Contribution Details

Mode of contribution (tick one)  Self  Employer

Investment details for 'Self' contribution

Initial Contribution Amount (Rs.)  In words

	Mode of Payment	Instrument No.	(Drawn on) Bank Name	Branch Name
1	<input type="checkbox"/> Cheque <input type="checkbox"/> Pay Order <input type="checkbox"/> Demand Draft <input type="checkbox"/> Online Transfer			

Note:

- In case of Employer initial contribution, 'Employer Contributor Form' should be attached with details
- Online account transfer facility is available with selected banks
- Subsequent investments would require submission of duly filled investment form.

### 4 Retirement Age

Please specify expected retirement age  or expected date of retirement   
(dd - mm - yyyy)

Note:

- Expected retirement age can be between 60 to 70 years
- If expected retirement age/date is not specified, by default 60 years will be selected as the expected retirement age
- Expected retirement age can be changed at a later date (subject to terms and conditions specified in the Offering Document of the Fund)

## 5 Allocation Scheme Details

Please select (any one) of the Allocation Schemes given below, or specify the percentage (%) for option 5 in the respective sub-funds. Please ensure that the percentage total adds up to 100%.

	Allocation Scheme	Equity Sub-Fund	Debt Sub-Fund	Money Market Sub-Fund
<input type="checkbox"/>	1 High Volatility	Minimum Allocation: 65%	Minimum Allocation: 20%	Nil or Allocation 0%
<input type="checkbox"/>	2 Medium Volatility	Minimum Allocation: 35%	Minimum Allocation: 40%	Minimum Allocation: 10%
<input type="checkbox"/>	3 Low Volatility	Minimum Allocation: 10%	Minimum Allocation: 60%	Minimum Allocation: 15%
<input type="checkbox"/>	4 Lower Volatility	Nil or Allocation 0%	Minimum Allocation: 40%	Minimum Allocation: 40%
<input type="checkbox"/>	5 Customized Allocation Scheme	Indicate allocation from 0-100%	Indicate allocation from 0-100%	Indicate allocation from 0-100%

Note: Allocation Scheme can be changed subject to the terms and conditions specified in the Offering Document of the Fund

## 6 Regular Contribution Details (Systematic Investment Plan - SIP)

I would like to make regular contributions in my account as per the instructions given below.

Frequency of Regular Contribution  Monthly  Quarterly  Semi-Annual  Annual

Contribution Amount (Rs.)  Expected Annual Contribution Amount (Rs.)

Start Date  -  -  (dd - mm - yyyy) End Date  -  -  (dd - mm - yyyy)

Debit Authority (tick one)  Standing Instructions to the Bank to debit contribution amount from bank account and credit in favor of the Fund  
 Standing Instructions to the Employer to debit contribution amount from salary and credit in favor of the Fund

Note: In case of Employer regular contribution, 'Employer Contributor Form' should be attached with details

## 7 Transfer from another Pension Fund Manager (If applicable)

Name of Pension Fund  Name of Pension Fund Manager

Date of Joining  (dd - mm - yyyy) Amount being transferred (Rs.)

## 8 Nominee Details

1. Name (Mr/Ms/Mrs.)  CNIC/NICOP/B Form\* No.

Residential Address

Phone  Relation  % Allocation

2. Name (Mr/Ms/Mrs.)  CNIC/NICOP/B Form\* No.

Residential Address

Phone  Relation  % Allocation

Note: In case of more than two nominees, please attach a separate sheet with details mentioned above

\* In case of minor

**10 Declaration & Signature**

I have carefully read, understood and agree to abide by all the rules, regulations, terms and conditions given in this form. The details provided by me are true, correct and complete to the best of my knowledge and belief, and the documents submitted along with this application are genuine. I hereby undertake to promptly inform the company of any changes to the information provided in this form. I certify that I have the power and authority to establish this account and the features and services requested and that the authorizations hereon shall continue until any written notice of a modification or termination. I hereby accept that the company may at any time in the future require verification before processing any requested transaction in this account; the verification procedures may include recording instructions, requiring certain identifying information before acting upon instructions and sending written confirmations. With respect to the value added services offered by the company, I waive and discharge the company fully from any delay due to breakdown or malfunction of such services, beyond reasonable control of the company, and understand that the company may at its absolute discretion, discontinue any of the services completely or partially without any notice to me.

I have carefully read, understood and accept the terms and conditions given in the Trust Deed and Offering Document of the Funds. I understand that the company may amend or alter the terms and conditions referred herein and hereafter, from time to time. I undertake to access the company website to keep myself updated before every operation of this account. I have understood that investments in Pension Funds are subject to market risks and fund prices may go up or down based on market conditions. I have understood that past performance is not necessarily an indicator of future results and there is no fixed or guaranteed return. I understand that my withdrawals made from the Funds, prior to retirement will result in a tax penalty/withholding tax. I have no objection to the Prescribed Investment Policy and Prescribed Application Policy determined by the Commission and the Pension Fund Manager and I am fully aware of the risks associated with the prescribed Allocation Scheme. I also hereby authorize the Pension Fund Manager to deduct applicable premium charges (if Insurance Coverage is availed) from my contribution based on my selected Insurance Cover(s)/Rider(s) and pay the sum to the Insurance Company.

Participant's Name  Date  -  -   Participant's Signature   
(dd - mm - yy)

**For Office Use Only**

Investment Facilitator/Branch  Sales Staff   
Transaction Date  -  -   Transaction No.  Branch Code   
(dd - mm - yy)  
Originator Staff No.  Data Input by  Data and attachments verified by   
 Form Received on    
Name & Authorised Signature with Branch Stamp (dd - mm - yy) Signature

Status  Partnership  Pvt. Ltd. Company  Public Limited Company  Autonomous body  Other  (Please specify)

Total Number of Employees  Total Number of Employees joining

Primary Contact Person Name  Designation

Contact Number  Email

Alternate Contact Person Name  Designation

Contact Number  Email

## Employer Contributor Form - Form 2



ABL Pension Fund  ABL Islamic Pension Fund

Date  -  -  (dd - mm - yy)

### General Instructions

1. This form is for use by individual applicants who wants Employer to contribute to the Pension plan account with ABL Asset Management Company Ltd. (ABL AMC)
2. Fill the form in block letters and in legible handwriting to avoid errors in application processing. If any alteration is made, a countersign is mandatory
3. Fill the form yourself or get it filled in your presence. Do not sign and/or submit blank forms
4. Please tick in the appropriate box wherever applicable, in case any field is not relevant, please mark 'N/A' (Not Applicable)
5. It is the responsibility of the applicant to carefully read and understand the guidelines and instructions provided in this form and the terms and conditions, especially risk disclosure, disclaimer, warning statement, investment objective in the Offering Document of ABL Pension Fund/ABL Islamic Pension Fund
6. Applications incomplete in any respect and/or not accompanied by required documents are liable to be held or rejected until complete requirements are fulfilled
7. Applications complete in all respects and carrying necessary documentary attachments should be submitted at any branch of Allied Bank, Authorized Distributor, or courier them at ABL AMC's Head Office: First Floor, 11-B, Lalazar, M.T. Khan Road, Karachi
8. For assistance in filling this form or information about our products and services call toll free at 0800 22526 or email contactus@ablamc.com

### Guidelines

1. Cash will not be accepted
2. Payment can be made in the form of a cheque, demand draft, pay order or via through online account transfer
3. Payment shall be made in favor of 'CDC-Trustee ABL Pension Fund/ABL Islamic Pension Fund' and crossed "Account Payee" only
4. Front-end fee (sales load) shall be applied to all contributions to individual pension accounts as per the Offering Document of the Fund. However no Front-end Load shall be charged to such participants who transfer their individual pension accounts, partially or wholly, maintained with another pension fund managers, to or transfer from pension policies approved by the by the Commission under Section 63 of the Income Tax Ordinance, 2001 and issued by Life Insurance Companies before June 30, 2005
5. Minimum contribution amount as per details provided in the Offering Document of the Fund
6. It should be responsibility of the applicant to pay all charges and taxes in relation to the units purchased by him/her
7. Application will be processed as per cut-off timings for the Fund.
8. In case of partnership firm, application shall be made in the name of partner(s)

### Document Checklist

Before submitting this form, make sure the following documents are attached. If one or more of the documents are missing, your application may be declined or processed with a delay.

- |  |  |
|--|--|
| <input type="checkbox"/> Memorandum and Articles of Association/Bye Laws/Trust Deed  | <input type="checkbox"/> Power of Attorney & Board Resolution/Trustee Resolution (Certified True copy) authorizing contribution in Funds |
| <input type="checkbox"/> Copy of CNIC of the signatories & of primary contact dealing with contribution payments                     | <input type="checkbox"/> List of authorized signatories with specimen signatures   |
| <input type="checkbox"/> Duly filled Registration Forms for each employee participating in Funds (in case of 'Employer Contributor') |  |

## 1 Employer / Corporate Contributor Details

Company Name

Registered Address  NTN No.  -

Office Phone  Fax Number  Company Website

Status  Partnership  Pvt. Ltd. Company  Public Limited Company  Autonomous body  Other  (Please specify)

Total Number of Employees  Total Number of Employees joining

Primary Contact Person Name  Designation

Contact Number  Email

Alternate Contact Person Name  Designation

Contact Number  Email



2

**Contribution Details (Employer/Corporate)**

Frequency of Regular Contribution  Monthly  Quarterly  Semi Annual  Annual

Employer's Total contribution (Rs.)  Employee's total contribution (Rs.)

If any other arrangement please specify

Preferred Mode of Payment  Cheque  Pay Order  Demand Draft  Online Account Transfer

Instrument No.

(Drawn on) Bank Name  Branch Name

Note:

1. For new inductions, please also attach duly filled Registration Form for each participant
2. This format should be used for both initial and regular contributions.
3. Please update ABL Asset Management Co. Ltd. on any changes in contribution amount or any additions and deletions in employees participating in Fund within seven (7) days of such change or with the subsequent contribution payment.
4. Please update ABL Asset Management Co. Ltd on any changes in particulars/circumstances including change in primary contact person or person dealing with contribution payments or any authorized signatories details on a timely basis.
5. For each participant attach a sheet with the following details in the format given below

Serial No.	Participant Name	CNIC No.	Name of Pension Fund	Contribution Amount (Rs.)	Contribution Amount Breakup	
					Employer	Employee

**Declaration & Signature(s)**

I/We hereby acknowledge that I/we have fully understood all the notes; and the provisions of the Trust Deed and Offering Document of the Fund. Further, I/we hereby ratify that the information provided in this form is correct. I/we understand that I/we shall have no claim/entitlement to the contributions made on behalf of the Individual Pension Fund Account Holders. I/we agree to update ABL Asset Management Co. Ltd. on any changes in contribution amount or any additions and deletions in employees participating in ABL Pension Fund within seven (7) days of such change or with the subsequent contribution payment. I/we will not hold ABL Asset Management Co. Ltd. responsible due to any delay in notifying any changes. I/we agree to update ABL Asset Management Co. Ltd. on any changes in particulars/circumstances including change in primary contact person or person dealing with contribution payments or any authorized signatories details on a timely basis.

Authorized Signature

Authorized Signature

Authorized Signature

Date  -  -   
(dd - mm - yy)

Authorized Signature

Note: Official company stamp is required

**For Office Use Only**

Investment Facilitator/Branch  Sales Staff

Transaction Date  -  -  Transaction No.  Branch Code   
(dd - mm - yy)

Originator Staff No.  Data Input by  Data and attachments verified by

Form Received on  -  -   
(dd - mm - yy)

Name & Authorised Signature with Branch Stamp  Signature

# Annexure "H"

## "Participant Contribution Form"



FORM NO: ABL AMC-02

Date: \_\_\_\_\_ ABL AMC A/C No. \_\_\_\_\_

WE DO NOT ACCEPT CASH THEREFORE YOU ARE ADVISED IN YOUR OWN INTEREST TO PAY ONLY THROUGH THE UNDERMENTIONED PAYMENT MODES  
ہم نقد رقم سے ادائیگی نہیں لیتے اس لئے مندرجہ ذیل طریقوں سے ادائیگی کریں۔

### 1. ACCOUNT DETAILS (FILL IN BLOCK LETTERS)

Name (Principal Account Holder)																						
CNIC / Passport No. (In case of Individual)																						

### 2. PAYMENT DETAILS

Mode of Payment  Cheque  Pay Order  Demand Draft  RTGS  Online

Cheque / Pay Order / Demand Draft No. \_\_\_\_\_ drawn on (Bank & Branch) \_\_\_\_\_

### 3. INVESTMENT DETAILS

Please Note: Minimum Investment for Growth Units is Rs.5,000/- and for Income Units is Rs.500,000/- (where applicable)

Funds/Units	Amount (Rs.)	In Words
<b>ABL INCOME FUND</b> Investment in Income Fund is subject to Front End Load as per the Offering Document. Please make payments in favor of CDC Trustee ABL Income Fund		
<b>ABL STOCK FUND</b> Investment in Stock Fund is subject to Front End Load as per the Offering Document. Please make payments in favor of CDC Trustee ABL Stock Fund		
<b>ABL CASH FUND</b> Please make payments in favor of CDC Trustee ABL Cash Fund		
<b>ABL ISLAMIC INCOME FUND</b> Investment in Islamic Income Fund is subject to Front End Load as per the Offering Document. Please make payments in favor of CDC Trustee ABL Islamic Income Fund		
<b>ABL GOVERNMENT SECURITIES FUND</b> Investment in Government Securities Fund is subject to Front End Load as per the Offering Document. Please make payments in favor of CDC Trustee ABL Government Securities Fund		
<b>ABL ISLAMIC STOCK FUND</b> Investment in Islamic Stock Fund is subject to Front End Load as per the Offering Document. Please make payments in favor of MCBFSL Trustee ABL Islamic Stock Fund		

### Declaration

- I/We will not claim Repatriation from Pakistan of Dividends and Sale proceeds of the units except as permissible under the Rules of the State Bank of Pakistan or Ministry of Finance, Government of Pakistan.
- (I/We hereby acknowledge having read and understood the relevant Trust Deed(s), Offering Document(s) and guidelines (on the back of this Form) that govern this transaction and further acknowledge having understood the risks involved and I/We agree to abide by the terms and conditions therein:

Signature

Signature

Signature

Signature

Rubber Stamp  
(in case of Institutional Client)

### 4. FOR OFFICE/DISTRIBUTOR'S USE ONLY

Branch Code	TRANSACTION NO.	TRANSACTION DATE
Branch Manager Staff No.		
Business Development Officer		
Originator Staff No.		

### FOR REGISTRAR USE ONLY

Investment Form Received on	Data and attachments verified by	Data Input by

Head Office: 11-B, Lalazar, M. T. Khan Road, Karachi. - Toll Free: 0800-22526 - UAN: (021) 111-225-262, Fax: (021) 99207409- 99207407  
E-mail: contactus@ablmc.com - Website: www.ablmc.com

ABL AMC  
Ver. 6 (10/12)

INVESTMENT FORM  
(Individuals & Institutions)

# Annexure “I”

## “Withdrawal & Transfer Form”

### Form 4



## WITHDRAWAL & TRANSFER FORM

### General Instructions

1. This form is for use by individual applicants who want to withdraw a Retirement Savings account with ABL Asset Management Company Ltd. (ABL AMC)
2. Fill the form in block letters and in legible handwriting to avoid errors in application processing. If any alteration is made, a countersign is mandatory
3. Fill the form yourself or get it filled in your presence. Do not sign and/or submit blank forms
4. Please tick in the appropriate box wherever applicable, incase any field is not relevant, please mark 'N/A' (Not Applicable)
5. It is the responsibility of the applicant to carefully read and understand the guidelines and instructions provided in this form and the terms and conditions, especially risk disclosure, disclaimer, warning statement, investment objective in the Offering Document of ABL Pension Fund/ABL Islamic Pension Fund
6. Applications incomplete in any respect and/or not accompanied by required documents are liable to be held or rejected until complete requirements are fulfilled
7. Applications complete in all respects and carrying necessary documentary attachments should be submitted at any branch of Allied Bank, Authorized Distributor, or courier them at ABL AMC's Head Office: First Floor, 11-B, Lalazar, M.T. Khan Road, Karachi.
8. For assistance in filling this form or information about our products and services call toll free at 0800 22526 or email [contactus@ablamc.com](mailto:contactus@ablamc.com)

### Guidelines

1. At the request of the participant/nominee, the Transfer Agent will verify the signature, holding and other relevant details as stated in the Withdrawal & Transfer Form. Incase of such verification, the verified Withdrawal and Transfer Form will be the only document accepted by the Trustee for encashment. If the verified Withdrawal & Transfer Form is lost, destroyed, or mutilated, a new Withdrawal & Transfer Form will be verified by the Transfer Agent upon application by the participant/nominee and on payment of such costs and on such terms so as to evidence indemnity and security
2. Pension Fund Manager or Trustee has the right to reject application for want of any document(s)/evidence required to be submitted by the participant /nominee
3. Zakat will be deducted (incase zakat affidavit has not been provided)
4. Documents required incase of Withdrawal by Nominee: (1) Succession certificate from the court of law, (2) Copy of CNIC/NICOP/B-Form\*, (3) Copy of Individual Pension Account Statement of the deceased participant and (4) Death Certificate of deceased participant issued by provincial government
5. Incase of Transfer to another Pension Fund Manager, units of such value which are sufficient to meet the requested amount of transfer, held in the Individual Pension Account of the participant, shall be redeemed at the Net Asset Value of each of the pertinent sub-funds notified at the close of the Business Day corresponding to the date of transfer. A cheque for the requested transfer amount shall then be sent directly to the new Pension Fund Manager, under advice to the participant.
6. Incase of purchase of Approved Annuity Plan, please attach application from the relevant Insurance Company. A cheque for the requested transfer amount shall then be sent directly to the Life Insurance Company, under advice to the participant.
7. Incase of Approved Income Drawdown please attach application from the relevant Pension Fund Manager. A Cheque for the requested transfer amount shall then be sent directly to the relevant Pension Fund Manager, under advice to the participant.

\* Incase of minor



ABL Pension Fund

ABL Islamic Pension Fund

Customer ID

Date

(dd - mm - yy)

### 1 Participant Information (Incase of 'Participant' withdrawal or transfer)

Name (Mr/Ms/Mrs.)

Customer ID

### 2 Nominee Information (Incase of death of 'Participant')

Name (Mr/Ms/Mrs.)

Relation

% Allocation

Residential Address

Residential Phone

Mobile

CNIC/NICOP/B Form\* No.

Note: Each nominee is required to fill separate withdrawal form. Kindly also attach attested copies of death certificate and your CNIC / Passport. Succession Certificate will be required if the withdrawal amount is more than Rs. 500,000/-

\* Incase of minor

### 3 Withdrawal Type

Please select any one of the options given below.

Withdrawal at retirement by participant

Early withdrawal by participant

Withdrawal by participant incase of disability (Specify in Section 4)

Transfer to another pension fund manager by participant (Specify in Section 5)

Withdrawal by nominee incase of death of participant

### 4 Participant Disability Details (If applicable)

Loss of two or more limbs or loss of a hand and a foot

Total loss of speech

Lunacy

Total loss of eyesight

Paraplegia or Hemiplegia

Advance case of incurable disease

Total deafness in both ears

Very severe facial disfigurement

Other conditions as permitted (please specify)

Note: Attach assessment certificate from a medical board approved by the Commission

## 5 Transfer Details (In case of 'Participant' transfer to another Pension Fund Manager)

Name of New Pension Fund  Name of New Pension Fund Manager   
New Pension Fund Manager's Address   
Your Account No.

## 6 Withdrawal Details (For Participant/Nominee)

Please tick one  Encash full balance  Transfer full balance to another Pension Fund Manager

Transfer  % (specify percentage) or Rs.  to another Pension Fund Manager

Encash  % (specify percentage) or Rs.  and retain the balance in my account

Note: In case of withdrawal prior to the retirement age or withdrawal exceeding 50% of the accumulated balance after attaining the retirement age, tax shall be deducted by the Pension Fund Manager subject to the conditions laid down in the Income Tax Ordinance, 2001.

## 7 Tax Details (For Participant/Nominee)

Please provide income details for the preceding three years as per Income Tax returns filed with the Central Board of Revenue (CBR). Not required in case of transfer to another Pension Fund or withdrawal of not more than 50% of the accumulated balance at the retirement age.

Tax Year	<input type="text"/>	Tax Paid/Payable	<input type="text"/>	Effective tax rate (%)	<input type="text"/>
Tax Year	<input type="text"/>	Tax Paid/Payable	<input type="text"/>	Effective tax rate (%)	<input type="text"/>
Tax Year	<input type="text"/>	Tax Paid/Payable	<input type="text"/>	Effective tax rate (%)	<input type="text"/>

Note: Please attach copies of Income Tax Returns filed with CBR for the preceding three (3) years

## 8 Payment Instructions (For Participant/Nominee)

I would like to receive the encashment amount in the form of  Cheque  Pay Order  Demand Draft  Online Account Transfer\*

Foreign Remittance (Conditions Apply) Bank Name  Branch Name

Bank Account No.  Bank Account Title

Note: Online account transfer facility is available with selected banks

9

### Declaration & Signature(s)

I undersigned am the registered participant or nominee (incase of death of participant) and would like to withdraw/transfer (as the case may be) the investment amount as per the details given in this form. I have read and understood the Trust Deed and Offering Document of the Fund and understand that the withdrawal/transfer (as the case may be) would be made under the terms, conditions, rules, and regulations as mentioned in these documents. I have carefully read and completed all applicable sections of this form that govern the transaction mentioned herein and acknowledge understanding the risks involved prior to submission of this form.

Participant's/Nominee's  
Name

Date

--  
(dd - mm - yy)

Participant's / Nominee's  
Signature

### For Office Use Only

Investment Facilitator/Branch

Sales Staff

Transaction Date

--  
(dd - mm - yy)

Transaction No.

Branch Code

Originator Staff No.

Data Input by

Data and attachments verified by

Name & Authorised Signature with Branch Stamp

Form Received on

--  
(dd - mm - yy)

Signature

# Annexure “J”

## “Account Update Form”

### Form 3



## ACCOUNT UPDATE FORM

#### General Instructions

1. This form is for use by Participants to add and/or change the information related to their Retirement Savings account with ABL Asset Management Company Ltd. (ABL AMC). Any changes and/or additions highlighted in this form will permanently override any previous information held in the company records.
2. Fill the form in block letters and in legible handwriting to avoid errors in application processing. If any alteration is made, a countersign is mandatory.
3. Please tick the appropriate box where applicable, in case any field is not relevant, please mark 'N/A' (Not Applicable). Strike out section that you intend to leave blank.
4. In case this form is incomplete or not duly filled and there is any discrepancy, the entire form or the particular section(s) may not be processed.
5. It is the responsibility of the Participants to carefully read and understand the guidelines and instructions provided in this form before submission.
6. Applications complete in all respects and carrying necessary documentary attachments should be submitted at any branch of Allied Bank, Authorized Distributor, or courier them at ABL AMC's Head Office: First Floor, 11-B, Lalazar, M.T. Khan Road, Karachi.
7. For assistance in filling this form or information about our products and services call toll free at 0800 22526 or email [contactus@ablmc.com](mailto:contactus@ablmc.com).



ABL Pension Fund

ABL Islamic Pension Fund

Customer ID

Date

- -  
(dd - mm - yy)

## 1 Participant Information

Name (Mr/Ms/Mrs.)

Customer ID

## 2 Change of Participant Details

CNIC/NICOP No.  -  -  CNIC Expiry Date  -  -  NTN No.  -   
(dd - mm - yyyy)

Residential Status  Resident  Non-Resident Passport No.  Nationality   
(Incase of Non-Resident Pakistani)

E-mail Address  Occupation  Service  Self-employed Other   
(Please specify)

Employer/Business Name

Employer/Business Address

## 3 Change of Mailing Address/Contact Details

New Mailing Address

City  Country  E-mail Address

Residential Phone  Office Phone  Mobile

Correspondence to be sent to  Residential Address  Employer/Business Address

## 4 Apply/Withdraw Hold Mail Instructions

I/We would like to (tick one)  Apply for the 'Hold Mail' facility  
 Withdraw my/our current 'Hold Mail' facility

## 5 Change of Zakat Status

I/We would like to change my Zakat Status as follows (tick one)  Applicable  
 Not Applicable (Zakat Declaration Form enclosed)

## 6 Change of Retirement Age

Please specify expected retirement age  or expected date of retirement  -  -   
(dd - mm - yyyy)

Note: You can choose any age between 60 to 70 years as your expected retirement age

## 7 Change of Bank Account Details

Bank Name  Branch Name   
 Bank Account No.  Bank Account Title

## 8 Addition/Deletion of Nominee Details

Add  Delete  Name (Mr/Ms/Mrs.)  Relation  % Allocation   
 Residential Address & Phone  CNIC/NICOP/B Form\* No.  -   
 Add  Delete  Name (Mr/Ms/Mrs.)  Relation  % Allocation   
 Residential Address & Phone  CNIC/NICOP/B Form\* No.  -

Note: In case of more than two nominees, please attached a separate sheet with details mentioned above.  
 \* In case of minor

## 9 Allocation Scheme Details

Please select (any one) of the Allocation Schemes given below, or specify the percentage (%) for option 5 in the respective sub-funds. Please ensure that the percentage total adds up to 100%.

	Allocation Scheme	Equity Sub-Fund	Debt Sub-Fund	Money Market Sub-Fund
<input type="checkbox"/>	1 High Volatility	Minimum Allocation: 65%	Minimum Allocation: 20%	Nil or Allocation 0%
<input type="checkbox"/>	2 Medium Volatility	Minimum Allocation: 35%	Minimum Allocation: 40%	Minimum Allocation: 10%
<input type="checkbox"/>	3 Low Volatility	Minimum Allocation: 10%	Minimum Allocation: 60%	Minimum Allocation: 15%
<input type="checkbox"/>	4 Lower Volatility	Nil or Allocation 0%	Minimum Allocation: 40%	Minimum Allocation: 40%
<input type="checkbox"/>	5 Customized Allocation Scheme	Indicate allocation from 0-100% <input type="text"/>	Indicate allocation from 0-100% <input type="text"/>	Indicate allocation from 0-100% <input type="text"/>

Note: Allocation Scheme can be changed subject to the terms and conditions specified in the Offering Document of the Fund

## 10 Change of Regular Contribution (Investment) Details

I would like to make regular contributions as per the instructions given below.  
 Frequency of Regular Contribution  Monthly  Quarterly  Semi Annual  Annual  
 Contribution Amount (Rs.)  Expected Annual Contribution Amount (Rs.)   
 Start Date  -  -  (dd - mm - yyyy) End Date  -  -  (dd - mm - yyyy)  
 Debit Authority (tick one)  Standing Instructions to the Bank to debit contribution amount from bank account and credit in favor of Fund(s) / Plan(s)  
 Standing Instructions to the Employer to debit contribution amount from salary and credit in favor of Fund(s) / Plan(s)  
 Contribution may be made by a third party on my behalf

11

**Declaration & Signature(s)**

I confirm that the details provided me/us are true, correct and complete to the best of my knowledge and belief, and the documents submitted along with this applicable are genuine. I authorized ABL Asset Management Co. Ltd. to make the additions and/or changes requested in this form in my investment account as stated and to complete all the necessary alterations pertaining to the account. I certify that the authorization hereon shall continue until any written notice of a modification or termination. I hereby accept that the company may at any time require verification before processing the requested information in this form, the verification procedures may include telephonic verification, requiring certain identify information before acting upon instructions and sending written confirmations.

I also hereby authorized the Pension Fund Managers to deduct applicable premium charges (if insurance coverage is availed) from my contribution based on my selected insurance Cover(s)/Rider(s) and pay the same to the insurance company.

Participant's Name  Date  -  -       Participant's Signature   
(dd - mm - yy)

**For Office Use Only**

Investment Facilitator/Branch  Sales Staff

Transaction Date  -  -       Transaction No.  Branch Code   
(dd - mm - yy)

Originator Staff No.  Data Input by  Data and attachments verified by

Form Received on  -  -        
Name & Authorised Signature with Branch Stamp (dd - mm - yy) Signature

## Annexure K

### “Trustee tariff of Charges”

Net Assets (Rupees)		Tariff
From	To	
1	1 billion	Rs.0.3 million or 0.15% p.a. of Net Assets, whichever is higher.
Above 1 billion	3 billion	Rs.1.5 million plus 0.10% p.a. of Net Assets, on amount exceeding Rs.1 billion.
Above 3 billion	6 billion	Rs.3.5 million plus 0.08% p.a. of Net Assets, on amount exceeding Rs.3 billion
Above 6 billion		Rs.5.9 million plus 0.06% p.a. of Net Assets on amount exceeding Rs.6 billion.

**2<sup>nd</sup> Supplementary <sup>4</sup>Offering Document**  
**of**  
**ABL Pension Plan**

**(An Income Payment Plan offered under ABL Pension Fund)**

**Managed by**  
**ABL Asset Management Company Limited**

**The investors are advised in their own interest to carefully read the contents of the Offering Document in particular the risk factors and disclaimers mentioned in Clause 14 before making any decision**

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<sup>4</sup> Inserted vide 2<sup>nd</sup> Supplemental Offering Document dated February 09, 2016.

## **1. INTRODUCTION**

- 1.1. ABL Pension Plan (ABL-PP) is an administrative plan offered by ABL Asset Management Company Limited (the “Pension Fund Manager”) to the participants of ABL Pension Fund (ABL-PF) or other pension schemes managed by recognized Pension Fund Managers in Pakistan or any other approved pension/gratuity fund (if permissible), effective at the retirement of investors.
- 1.2. ABL-PP intends to provide investors a monthly pension income through an annuity created from outstanding balance in his/her individual pension account or amount transferred from other Pension Fund Manager on retirement.
- 1.3. The outstanding balance in investor’s individual pension account on retirement will be the amount remaining after a lump-sum withdrawal (at the discretion of the investor) from his/her individual Pension Fund’s account, at the time of retirement. For further details, please refer to Clause 2 of this document.
- 1.4. The monthly pension income will commence from the participant’s chosen retirement date for up to 15 years following the date of retirement, or as allowed under the Voluntary Pension System Rules, 2005 (VPS Rules) from time to time. The monthly pension payment will comprise of part repayment of outstanding balance in the participant’s individual pension account and return earned on the outstanding balance.
- 1.5. At the expiry of the income payment plan, the participant shall have option to use the outstanding balance in his individual pension account to purchase an annuity from a Life Insurance Company, of his choice or buy an income payment plan for another term or withdraw the amount from his account.
- 1.6. All transactions under this arrangement are governed by the Trust Deed and Offering Document of ABL-PF and VPS Rules, as amended from time to time. Unless specifically altered by this document or in case of amendments in VPS Rules, all the terms and conditions of the Trust Deed and Offering Document (as amended from time to time) of ABL-PF shall apply to the ABL PP.
- 1.7. Words and expressions used but not defined in this document shall have the same meaning unless contrary to the context as assigned to them in the Trust Deed and Offering Document of ABL -PF.

## **2. OPTIONS AT RETIREMENT**

- 2.1. On choosing the ABL PP on retirement, the participant has the following options, namely:
  - a) The participant can withdraw tax free amount up to fifty percent (50%) or such percentages of the total accumulated balance as allowed under VPS Rules and Income Tax Ordinance 2001 and use the remaining balance to subscribe to ABL PP.

- b) The participant can withdraw more than allowed percentages of the accumulated balance and use the remaining balance, if any, to subscribe to ABL PP. However any withdrawal in excess of allowed percentage shall be subject to withholding tax as per Income Tax Ordinance, 2001. (Details regarding taxation are provided under Clause 13 on “Taxation”).

### **3. ELIGIBILITY**

- 3.1. ABL-PP is offered to the participants of the ABL PF on reaching their retirement age, as provided in the application form.
- 3.2. ABL-PP is also offered to the participants of other approved pension schemes, on reaching their retirement age.

### **4. PROCEDURE TO JOIN ABL PENSION PLAN**

- 4.1. In case of existing participants of ABL-PF, an investor wishing to subscribe to ABL-PP will be required to sign up for it by filling out a form and submitting the required documents stated on the form. The investor will then request for transfer of balance from his/her Individual Pension Account to Individual Income Payment Account.
- 4.2. In case of participants of other approved pension schemes, the investor will be required to fill the ABL PP Application Form, giving details of his/her approved Pension Fund and submitting the required documents as stated on the form. Afterwards, the investor will be required to transfer funds from his/her Pension Fund into ABL-PP.
- 4.3. The investor shall submit the completed ABL PP Application Form to any of the authorized branches of the Distribution Companies or send directly to ABL Asset Management Company Limited. Only the Pension Fund Manager and authorized branches of Distribution Companies are authorized to collect Application Forms for ABL PP.

### **5. FEATURES OF ABL PENSION PLAN**

- 5.1. Under the ABL PP, investor shall be offered units of sub funds under ABL-PF.
- 5.2. **Accumulation Units:** Upon entering the plan, 20% of the total outstanding balance (called Accumulation Units) will be set aside with an objective to accumulate returns during the life of the Plan. At the end of the investor’s tenor with ABL-PP (in case of death or completion of plan tenor), these units shall be redeemed at the prevailing NAV at the time of expiry of the plan.
- 5.3. **Monthly Pension Units:** 80% of the initial investment in ABL-PP shall be divided into the number of months for up to fifteen (15) years (or as allowed under the VPS Rules from time to time) with an objective of redeeming such number of monthly pension units every month to provide a regular monthly income. This exercise shall be undertaken at the end of each year. Pension Fund Manager may revise investor’s monthly pension payments

(based on number of units redeemed), in case of any partial withdrawals or any other related transactions affecting account balance.

**5.4. Allocation:**

- a) Monthly pension units, as specified in Clause 5.3, will be invested in ABL-PF - Money Market Sub Fund.
- b) Accumulation units, as specified in Clause 5.2, will be invested according to the prescribed allocation limits as specified below:

<b>Equity Sub Fund</b>	<b>Debt Sub Fund</b>	<b>Money Market Sub Fund</b>
25%	45%	30%

- c) Pension Fund Manager may issue additional allocation scheme(s) and features for the investors under the ABL PP from time to time and may also give investors option to choose their asset allocation for Accumulation Units.
- 5.5. The investor may withdraw the entire balance or any amount from his/her account during the tenor or at the expiry of the ABL PP, as allowed under the VPS Rules and subject to relevant tax laws under the Income Tax Ordinance, 2001.
- 5.6. **Payment of Pension:** The payment of pension under the ABL PP will commence from the very next month on entering into the ABL PP. The pension will be distributed to the investor by redeeming the Monthly Pension Units from ABL-PF Money Market Sub Fund, at the prevailing closing NAV of the last Business Day of each month. Such pension payments shall be disbursed to investors within ten (10) business days of the following month, subject to Clause 5.8.
- 5.7. However, in case of any exceptional circumstances, which may arise due to major law and order situation, closure of one or more Stock Exchanges on which any of the securities invested in by the ABL-PF are listed, closure of the banking system, strikes or other events that render the Pension Fund Manager or Trustee of ABL-PF unable to function, or the existence of a state of affairs as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the investors, the Pension Fund Manager may redeem such units at the close of the next Business Day when the said circumstances have ceased to exist.
- 5.8. The pension amount shall be paid to the Participant by direct transfer to the Participant's designated bank account or a crossed cheque/ draft for the amount will be dispatched to the registered address of the Participant, within ten (10) Business Days from the date of last day of every subsequent month until the end of ABL PP.
- 5.9. **Term of the Plan:** The ABL PP can be joined at or after retirement between the age of 60 to 70 years or 25 years since the age of first contribution to a pension fund whichever is earlier and the investor may continue to receive pension under the plan for up to fifteen years following the date of retirement, or as allowed under the VPS Rules from time to time.
- 5.10. **Transfer of Funds:** The ABL PP allows investors the option of transferring their balance to any other Income Payment Plan offered by any Pension Fund Manager or approved annuity plan offered by a Life Insurance Company/Takaful Company. Conversely, the investors can also transfer their balance from any other Income Payment Plan to the ABL PP.

## 6. INVESTMENT POLICY

- 6.1. The investment in sub-funds of ABL-PF shall be subject to the Trust Deed, Supplementary Trust Deeds, Offering Document and Supplementary Offering Documents of ABL-PF.

## **7. FEES AND CHARGES**

- 7.1. No front end load shall be charged for transfer of accumulated balance from the Individual Pension Account of the investor to the ABL PP. Front-end load shall also not be applicable on investor on transferring their balance from any other approved Pension Fund or such other schemes/type of investors, as allowed in the VPS Rules. There will also be no back-end load/charges on the withdrawal/ payment of monthly pension.
- 7.2. The Pension Fund Manager shall not be entitled to an additional annual management fee from this plan.

## **8. DEATH OF AN INVESTOR**

- 8.1. In the unfortunate event of the death of any investor, the nominees (as identified by the Nomination Form) shall be the only person recognized as having any entitlement to the remaining balance of the deceased investor. Provided however, the Registrar, Pension Fund Manager or the Trustee may at their discretion request the nominees to provide succession certificates or other such mandate from a court or lawful authority, if they consider necessary under the law or under the prevailing circumstances.
- 8.2. In case no nominations have been made, the executors, administrators or succession certificate holder of the deceased investor shall be the only person recognized as having entitlement to the outstanding balance.
- 8.3. Choosing a Nominee: At the time of the joining the ABL PP, the investors must complete the Nomination details in the Application form containing the following information:
- a) Names of the nominees;
  - b) CNIC numbers or B-Form number/or any other acceptable identification, in case of minors;
  - c) Contact information of the nominees;
  - d) Percentage of benefits allocated to each nominee (totaling to 100%).
- 8.4. The investor can request to change the nominees and their respective percentages of benefit allocation at any time during the duration of the plan by notification through a letter, or filling relevant section of the Application Form.

## **9. ROLE OF TRUSTEE OF ABL PENSION FUND**

- 9.1. The balance of the investors joining ABL PP will be invested in the sub funds of ABL-PF and all the assets of the sub funds will be under the custody of the Trustee of ABL-PF.
- 9.2. The Trustee of ABL-PF shall ensure that units of the subs funds of ABL-PF allotted to the investors joining ABL PP are allocated at the prevailing NAV of the respective sub funds at the day end on which the balance of the investor is credited into the bank account of ABL PP. In case of existing participants of ABL-PF joining ABL PP, the units will be issued at the prevailing NAV of the sub funds of the ABL-PF as of the close of the

Business Day on which the participant opted for ABL PP. Similarly, the Trustee of ABL-PF shall also ensure that for the payment of monthly pension units are redeemed at the prevailing NAV of ABL-PF Money Market Sub Fund at the close of the last Business Day of each month. However in case of exceptional circumstances the units will be redeemed at the prevailing NAV as of the close of the next Business Day when the exceptional circumstances have ceased to exist.

9.3. Since all the amounts of the investors joining ABL PP will be invested in ABL-PF, the role and duties of the Trustee of ABL-PF, as mentioned under the relevant clause(s) of the Constitutive Documents of ABL-PF and as defined under the VPS Rules shall also apply.

## **10. SERVICES TO THE INVESTORS:**

10.1. Availability of Forms - All the forms relating to the ABL PP will be available at all the Authorized Branches of all Distribution Companies as well as from the Pension Fund Manager and from its web site i.e. [www.ablamc.com](http://www.ablamc.com)

10.2. Register of the Investors:

- a) The Pension Fund Manager has the responsibility to maintain Participant's records and for this purpose it may, under intimation to the Trustee, appoint a Registrar, who would be responsible for maintaining Participants' records and providing related services. The Registrar shall perform the Registrar Functions and all other related activities. The Pension Fund Manager shall ensure that the Registrar shall comply with all relevant provisions of the Trust Deed and the relevant Rules.
- b) The Pension Fund Manager or the Registrar as the case may be at their registered office shall maintain a Register of Participants and inform the Commission of the address where the register is kept. The Register shall also contain the information as prescribed by the Commission. The Register shall be maintained in electronic form and be password protected. The Pension Fund Manager would grant access to all the Participants to view the account information. The record keeping system shall contain the computerized transaction log which shall record Participant Account changes, who made them and when they were made. The Registrar and the Pension Fund Manager shall make sufficient provision for back up of the Register and its storage at an off-site location. The Pension Fund Manager shall ensure that the Registrar shall at all reasonable times during Business Hours give the Trustee and its representatives access to the Register and to all subsidiary documents and records or certified copies thereof and to inspect the same with or without notice and without any charge. The Registrar shall, within three Dealing Days of receiving a written request from any Participant, post (or send by courier or through electronic means) to such Participant details of such Participant's account in the Register. Such service shall be provided free of charge to any

Participant requesting so once in any financial year. The Pension Fund Manager may prescribe charges for servicing of any additional requests with the approval of the Commission. The details of charges if any shall be disclosed in the Offering Document.

- c) The investor shall be the only person to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to such Units held in his/her name in each sub-fund of the ABL-PF, and the Trustee, the Pension Fund Manager and the Registrar may recognize the investor as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust except where required by competent authority or any court of competent jurisdiction.

10.3. Upon being satisfied that the Contribution to the Fund has been received, in full, from the Participants, the Registrar will send directly to each Participant Account Statement that will constitute evidence of the number of Sub-Fund Units or Individual Pension Account or periodic payment account balances registered in the name of the Participant.

## **11. DISCONTINUATION OF THE ABL PENSION PLAN**

11.1. In case of discontinuation of the ABL PP, the investor shall have the option to redeem the Units standing to his/her credit in the sub funds of ABL-PF (subject to relevant tax laws) or to transfer the outstanding balance in his/her ABL PP to any other Approved Income Payment Plan offered by any other Pension Fund manager or an Approved Annuity Plan offered by Life Insurance Company or Takaful Company, or as allowed in the VPS Rules and by the Commission from time to time.

11.2. In case of winding up of the ABL-PP, the units standing to the investor's credit in the sub funds of ABL-PF under the ABL PP shall be redeemed (subject to the relevant tax laws) or the balance can be transferred to any other Approved Income Payment Plan offered by any other Pension Fund manager or an Approved Annuity Plan offered by Life Insurance Company or Takaful Company.

## **12. VALIDITY OF THE TERMS OF THE ABL PENSION PLAN**

The terms and conditions of the ABL PP may vary as per changes in the Income Tax Ordinance 2001, VPS Rules and/or due to any directives given by the Securities and Exchange Commission of Pakistan (SECP) from time to time.

## **13. TAXATION**

- a) The taxability and tax rates are subject to change from time to time, as may be announced by the Government. The following statements do not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to participate in the ABL PP or to subscribe to the Units of the ABL-PF and may not apply equally to all

persons. It is recommended that the investors of ABL PP should seek professional tax advice from an independent tax consultant regarding their own personal circumstances.

- b) The transfer of any accumulated balance in the investor's Individual Pension Account to ABL PP offered by the Pension Fund Manager shall not be subject to withholding tax.
- c) On retirement, the participant can withdraw up to fifty percent (50%) of the accumulated amount in his/her pension account tax-free.
- d) Any lump sum withdrawals in excess of allowed amount (i.e. the amount exceeds 50% of the accumulated balance) at or after retirement shall be taxable at the last 3 years' average tax rate of the participant.
- e) The pension payment received from the ABL PP is exempt from tax deductions provided that the investment is made for a minimum period of ten years.
- f) If the investor has reached the age of 60 or more on the first day of the tax year and his/her taxable income (other than income on which tax is final), including pension payment from ABL PP does not exceed Rs.1,000,000, the tax liability of the investor shall be reduced by 50%, subject to Clause 13.1.

14. The investments under ABL PP will be in the Sub-Fund(s) of the ABL-PF. The sub funds of ABL-PF will be investing in equity securities and also in fixed income securities including deposits with approved banks. Such investments are subject to varying degree of risks as mentioned in the Offering Document of ABL PF.

- The return of the ABL PP may be affected by changes in the general market conditions, factors and forces affecting capital market, in particular, level of interest rates, various markets related factors and trading volumes, settlement periods and transfer procedures.
- The liquidity of the ABL PP investments is inherently restricted by the trading volumes in the securities in which the ABL-PF invests.
- Investors of the Plan are not offered any guaranteed returns.
- The Fund is subject to being wound up under certain circumstances as explained in the Offering Document. In the event of the ABL-PF being wound up, the ABL PP shall be discontinued and the Units standing to the credit of the investor shall be redeemed subject to applicable taxes or may be transferred to another Income payment plan or annuity.
- The amount set aside at the start of the plan, if any, out of the investor's total invested amount to be paid as a bullet payment at the end of the plan, may deplete depending on the capital market conditions and level of interest rates.
- Disclaimer: All investments through ABL PP are subject to market risks. The value of such investments may depreciate as well as appreciate, subject to market fluctuations and risks inherent in all such investments. Investors should read the Offering Document and there supplements thereof ABL-PF carefully to understand the investment policies, risks and tax implication and should consult their legal, financial or tax adviser before making any investment decisions.
- The tax information given in this document is based on the Pension Fund Manager's interpretation of the law. However, you are advised to seek independent advice from your tax advisors to determine the tax related issues arising from your investment through ABL PP.