

Risk Disclaimer: All Investments in mutual fund are subject to market risks. The NAV of Units may go down or up based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in clause 2, Risk Factors mentioned in clause 2.12, Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.

OFFERING DOCUMENT OF

ABL OPTIMAL ASSET ALLOCATION FUND (ABL-OAAF)

(An Open-End Asset Allocation Scheme)

MANAGED BY

ABL Asset Management Company Limited

ABL Asset Management Company Limited

Fund Category	Risk Profile as per Circular 32 of 2020	Risk of Principal Erosion
Asset Allocation Scheme	High	Principal at High Risk

Dated: May 08, 2025

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**Key Fact Statement of
ABL Optimal Asset Allocation Fund
Open End
Asset Allocation Scheme
Managed by
ABL Asset Management Company Limited
Risk Profile: High
Issuance Date: May 08, 2025**

1. DISCLAIMER:

Before you invest, you are encouraged to review the detailed features of the Fund in the Offering Document and / or monthly Fund Manager Report.

2. KEY ATTRIBUTES

Investment Objective	The objective of the fund is to seek long term capital appreciation through investments in Equity Stocks, Fixed income Securities, Money Market Instruments, and any other investable avenue as defined in the Offering Document of the fund.
Authorized investment avenues	Listed Equity Securities, Cash & Near Cash Instruments, Fixed Income and Money Market Instruments, Commercial Papers and Sukuks, Spread transactions, Corporate Debt Securities
Launch date	September 04, 2025
Minimum investment amount	Minimum Initial Investment Amount is Rs. 5,000, thereafter Rs. 1000 per transaction
Duration	Perpetual
Performance Benchmark	Weighted average daily return of KSE -100 index for equity portion and 75% six (6) months KIBOR + 25% six (6) months average of the highest rates on savings account of three (3) AA rated scheduled Banks as selected by MUFAP for fixed income portion and 90% three (3) months PKRV rates + 10% three (3) months average of the highest rates on saving account of three (3) AA rated scheduled Banks as selected by MUFAP for money market portion, based on funds actual allocation.
IPO / Subscription Period	September 01, 2025 to September 03, 2025
Subscription / Redemption Days and Timings	Monday to Friday: 9:00 AM to 4:00 PM
Types / Classes of Units	Class "A & Class "B" Units
Management Fee (% per annum)	For ABL Optimal Asset Allocation Fund , the Management Fee shall be determined using a weighted average approach based on the respective allocation of net assets, as prescribed by the SECP, with the equity portion capped at up to 3.00%, fixed income portion capped at up to 1.50%, and money market portion capped at up to 1.25%.

3. BRIEF INFORMATION ON THE PRODUCT CHARGES

1. Front End Load (FEL)	Distribution Channel	Percentage
	Direct Investment through AMC	Up to 3%
	Digital Platform of AMC / Third Party	Up to 1.5%
2. Redemption Charge	Type of Charge	Percentage
	Back-end Load	Nil
	Contingent Load	Nil

Total Expense Ratio (TER)

Investors are advised to consult the Fund Manager Report (FMR) of the **ABL Optimal Asset Allocation Fund** for the latest information pertaining to the updated TER.

Applicable Taxes

Disclaimer – Income earned in the form of dividend or capital gain shall be charged at a rate as specified in the Income tax Ordinance 2001.

4. KEY STAKEHOLDERS

a. Management Company:

Name: ABL Asset Management Company Limited

ADDRESS: Plot No. 14, Main Boulevard, DHA Phase VI, Lahore.

Contact: 042-32305000

Website: www.ablfunds.com

b. Trustee:

Name: Central Depository Company Limited

ADDRESS: CDC House, 99 – B, Block B, S.M.C.H.S., Main Shahra – e – Faisal, Karachi

Contact: 021- 111-111-500

Website: www.cdcpakistan.com

OFFERING DOCUMENT OF
ABL OPTIMAL ASSET ALLOCATION FUND
AN OPEN-ENDED ASSET ALLOCATION SCHEME
MANAGED BY

ABL Asset Management Company Limited

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

Date of Publication of Offering Document Dated May 08, 2025
Initial Offering Period September 01, 2025 to September 03, 2025

The **ABL Optimal Asset Allocation Fund** (the Fund/the Scheme/the Trust/the Unit Trust/ ABL-OAAF) has been established through a Trust Deed (the Deed) dated **March 26, 2024** under the Punjab Trusts Act 2020 entered into and between **ABL Asset Management Company Limited**, the Management Company, and **Central Depository Company of Pakistan Limited (CDCPL)**, the Trustee.

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units of **ABL Optimal Asset Allocation Fund** and registered ABL-OAAF as a notified entity under the Non-Banking Finance Companies and Notified Entities Regulations 2008 (“Regulations”) vide letter No. **SCD/AMCWABL-OAAF/2023/235/MF-NE-176** SECP has approved this Offering Document, under the Regulations vide letter No. **SCD/AMCW/ABLOAAF/2023/298** dated May 08, 2025.

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

Offering Document

This Offering Document sets out the arrangements covering the basic structure of the **ABL Optimal Asset Allocation Fund (ABL-OAAF)** (the “Fund”, the “Scheme”). It sets forth information about the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, circulars, directives etc. as specified hereafter that may be issued from time to time by the Commission to govern this Offering Document.

Prospective investors in their own interest are advised to carefully read this Offering Document to understand the Investment Policy, Risk Factors, Warning and Disclaimer. If prospective investor has any doubt about the contents of this Offering Document, he/she should consult one or more from amongst their investment advisers, legal advisers, bank managers, stockbrokers, or financial advisers to seek independent professional advice.

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

Filing of the Offering Document

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

- (1) License No. **SECP/LRD/LD/1/AMC/ABL-AML/2022-53** dated **December 9, 2022** granted by SECP to ABL Asset Management Company Limited to carry out Asset Management Services;
- (2) Central Depository Company of Pakistan Limited (CDC) with the consent appointed as the Trustee of the Fund;
- (3) Trust Deed (the Deed) of **ABL Optimal Asset Allocation Fund** dated **March 26, 2024** between ABL Asset Management Limited (AAML) as the establisher and the Management Company and Central Depository Company of Pakistan Limited (CDC), as a Trustee;

- (6) Letters from auditors of the Fund, consenting to the issue of statements and reports;

- (4) Letter CDC/T&C-U11/DH/0439/2024 from Trustee Central Depository Company of Pakistan Limited (CDC) consenting the contents of the Offering Document.
- (5) SECP's Letter No **SCD/AMCWABL-OAAF/2023/235/MF-NE-176** dated **March 17, 2025** registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- (6) SECP's letter No. **SCD/AMCW/ABLOAAF/2023/298** dated **May 08, 2025** approving this Offering Document; and
- (7) Director Land Records Punjab has issued a certificate of registration bearing reference no **042/69** dated **March 26, 2024** upon registration of the Trust under Punjab Trusts (Amendment) Act 2022.

1. CONSTITUTION OF THE SCHEME

1.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Lahore on **March 26, 2024** between:

ABL Asset Management Company Limited, a Non-Banking Finance Company incorporated under the Companies Act, 2017 (the "Act") and licensed by SECP to undertake asset management services, with its principal place of business at Plot # 14, Main Boulevard, DHA Phase-6, Lahore, as the Management Company; and

Central Depository Company of Pakistan Limited, a public limited company incorporated in Pakistan under the Companies Act, 2017 and registered by SECP to act as a Trustee of the Collective Investment Scheme, having its registered office at CDC House, 99-B Block 'B'S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, as the Trustee.

1.2 Governing Laws

This Offering Document and the Trust Deed (the Deed) is subject to and governed by the Non-Banking Finance Companies (Establishment and the Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities Act, 2015, Punjab Trusts Act 2020, Companies Act 2017, Companies Ordinance, 1984 and all other applicable laws and regulations. The terms and conditions in the Deed and any supplemental deed(s) shall be binding on each Unit Holder. In the event of any conflict between the Offering Document and the Deed the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed.

The fund shall also subject to the rules and the regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan in foreign currency.

1.3 Modification of Trust Deed

Offering Document - ABL Optimal Asset Allocation Fund

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

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

1.4 Duration

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

1.5 Trust property

The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs and any applicable Sales Load, shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising there from and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to the Deed but does not include any amount payable to the Unit Holders as distribution. However, any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property.

1.6 Initial Offer and Initial Period

Initial Offer is made during the Initial Period which will be **03 Business Day** and begins at the start of the banking hours on **September 01, 2025 and shall end at the close of business hours on September 03, 2025**. During the Initial Period, the Units shall be offered at Initial Price (Par value). No Units shall be redeemable during the Initial Period of Offer.

1.7 Transaction in Units after Initial Offering Period

Subsequently the Public Offering will be made at the Offer Price and redeemed at the Redemption Price. The Management Company will fix the Offer (Purchase) and Redemption (Repurchase) Prices for every Dealing Day on the basis of the Net Asset Value (NAV). The NAV based price shall be fixed after adjusting for the Sales Load as the case may be and any Transaction Costs that may be applicable. Such prices shall be applicable to Purchase and Redemption requests, complete in all respects, received during the Business Hours on the Dealing Day. Applicable NAV for each dealing day will be published on the Management Company's and MUFAP's website

1.8 Offering Document

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

1.9 Modification of Offering Document

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

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

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

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

2.1 Investment Objective

The objective of the fund is to seek long term capital appreciation through investments in Equity Stocks, Fixed income Securities, Money Market Instruments, and any other investable avenue as defined in this Offering Document of the fund.

2.2 Investment Policy

The Fund will actively allocate its portfolio between the equity asset classes and fixed income/money market asset classes based on the macroeconomic view of the fund manager on such asset classes. The Investment Policy of the Fund shall be in accordance with the Rules, Regulations and directives issued by SECP.

For exposure to equities, this fund shall primarily be invested in Equity instruments. Whereas for taking exposure to Fixed Income/Money Market, the fund shall invest in Money Market and Fixed Income instruments as well as in Cash at Bank Accounts.

The allocation between the Equity Component and the Debt/ Income Component may vary depending upon changes in the value of the Fund and macroeconomic changes.

2.3 Authorized Investments

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

S.No	Asset Class / Scheme	Entity / Instrument Rating	Short term instruments Rating	Minimum Exposure	Maximum Exposure
1.	Cash and Near Cash Instruments which include cash in bank accounts (excluding TDRs), and treasury bills & GOP not exceeding 90-day maturity	Investment Grade	N/A	10%	100%
2.	Listed Equity Securities	N/A	N/A	0%	90%
3.	Placement & Deposits with Bank and Financial Institutions.	Investment Grade	N/A	0%	90%
4.	Government Securities – Treasury Bills, PIBs, GOP Ijara Sukuks Bond etc.	N/A	N/A	0%	90%
5.	Commercial paper/Short term Sukuk and any other Money Market Instruments i.e., Certificate of Deposits, Certificate of Musharika and Certificate of Islamic Investments etc. issued by corporate entity and any financial institution.	Investment Grade	A3 (A Three)	0%	90%
6.	Reverse Repo transactions with Financial Institution	Investment Grade	N/A	0%	90%
7.	Spread Transactions.	N/A	N/A	0%	40%

Offering Document - ABL Optimal Asset Allocation Fund

8.	Investment in equity future contracts	Not Applicable	N/A	0%	40%
9.	Corporate Debt Securities (fixed & Perpetual) issued by any entity.	Investment Grade	A3 (A Three)	0%	90%
10.	“The Management Company shall not invest assets of the Fund/ abroad unless it has obtained prior written approval of State Bank of Pakistan (SBP) and the Commission in this regard; where such investment shall be in line with the overall framework of authorized investment as prescribed for this category of Collective Investment Scheme (CIS).”	Not Applicable	N/A	0%	30% (Subject to a cap of USD 15 million)
11.	Any other securities or instrument that may be permitted by the Commission.	Investment Grade	As allowed by the commission		

- The Fund shall not place funds (including TDR, PLS saving deposit, COD, COM, COI, money market placements and other clean placements of funds) of more than 25% of net assets of the Fund or as specified by SECP with all microfinance banks, non-bank finance companies and Modarabas.

2.4 Benchmark

Weighted average daily return of KSE -100 index for equity portion and 75% six (6) months KIBOR + 25% six (6) months average of the highest rates on savings account of three (3) AA rated scheduled Banks as selected by MUFAP for fixed income portion and 90% three (3) months PKRV rates + 10% three (3) months average of the highest rates on saving account of three (3) AA rated scheduled Banks as selected by MUFAP for money market portion, based on funds actual allocation.

2.5 Risk Control in the Investment Process

- The Management Company shall ensure that effective risk control measures are in place for protection of the unit holder’s interests.
- The objective of the risk control process is endeavor to monitor and manage the various types of risks, including market risks, credit risks and operational risks, with a view to achieving the investment objective of the Scheme.
- The objective of the risk control process is also to monitor and measure the risks of Portfolio construction, diversification and holdings, risk concentrations and their contribution to the overall risk profile of the fund, with clear definitions of process and procedures.

Exposure to the Authorized Investments shall be determined based on the fund manager’s outlook on the economy, the Capital / Money market and any other factor considered important by the Management Company towards effective discharge of its duties under the Regulations, the Deed and this Offering Document.

2.6 Management Company Can Alter Investment Mix

Offering Document - ABL Optimal Asset Allocation Fund

The Management Company can, from time to time, alter the weightings, subject to the specified limits as mentioned, between various type investments if it is of the view that market conditions so warrant. The Funds are not invested in the foregoing avenues shall be placed as deposit with scheduled banks.

2.7 Investments outside Pakistan

Investments outside Pakistan shall be subject to prior approval from the Commission, the SBP such investments may be made up to 30% of the net assets of the Fund and are subject to a cap of US\$15 million.

2.8 Changes in Investment Policy

The investment policy will be governed by the Regulations and/or SECP directives. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving 30 days prior notice to the Unit Holders as specified in the regulation.

2.9 Investment Restrictions

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

b) The Management Company, on behalf of the Fund, shall not enter into transaction with any broker that exceeds twenty five percent of the commission payable by the fund in any one accounting year.

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

c) The Management Company on behalf of the Scheme shall not:

- i. Purchase or sell -
 - a. Bearer securities;
 - b. Securities which result in assumption of unlimited liability (actual or contingent);
 - c. Anything other than Authorized Investments as defined herein;
- ii. Participate in a joint account with others in any transaction;
- iii. Affect a short sale in a security whether listed or unlisted;
- iv. Take Exposure in any other Collective Investment Scheme except as allowed under the Regulations and / or Circulars;
- v. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;
- vi. Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company.
- vii. Invest in securities of the Management Company

Offering Document - ABL Optimal Asset Allocation Fund

- viii. Issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission
 - ix. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission.
 - x. Sell or issue Units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme.
 - xi. Merge with, acquire or take over any scheme, unless it has obtained the prior approval of the SECP in writing to the scheme of such merger, acquisition or take over.
 - xii. Invest the subscription money until the closure of initial offering period.
 - xiii. Enter on behalf of the Scheme, into underwriting or sub-underwriting contracts.
 - xiv. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company.
 - xv. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.
 - xvi. Accept deposits
 - xvii. Make a loan or advance money to any person from the assets of the Scheme
-
- d) Exposure of the Scheme to any single entity shall not exceed an amount equal to ten percent (10%) of the total Net Assets of the Scheme or the index weight of the security subject to limit of fifteen percent (15%) whichever is higher.
 - e) Exposure to any debt issue of a company shall not exceed ten percent (10%) of that issue.
 - f) Exposure to Equity Securities of a company shall not exceed ten per cent (10%) of the issued capital of that company.
 - g) The Management Company shall not invest more than twenty-five per cent (25%) of the total Net Assets of the Scheme in securities of any one sector as per classification of the stock exchange.
 - h) Where the Exposure of the Scheme exceeds the limits specified in (d), (e), (f) or (g) of this Clause because of corporate actions including taking up rights or bonus issue or due to market price increase or decrease in net assets the excess Exposure shall be regularized within 4 months of the breach of limits.
 - i) The Management Company, on behalf of the Scheme, shall not take Exposure of more than thirty-five per cent (35 %) of the total Net Assets of the Scheme in any single group. For this purpose, "group" means persons having at least 30% or more shareholding in any other company, as per publicly disclosed information.
 - j) The Management Company, on behalf of the Scheme, shall not take Exposure of more than ten per cent (10%) of the total Net Assets of the Scheme in listed group companies of the Management Company and such Exposure shall only be made through the secondary market.
 - k) Rating of any bank and DFI with which funds are placed shall not be lower than investment grade.
 - l) Rating of any debt security in the portfolio shall not be lower than investment grade;
 - m) Rating of any NBFC and Modaraba with which funds are placed shall not be lower than investment grade;
 - n) In case of redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company shall not make any fresh investment or rollover of any investment.

- o) The Management Company on behalf of the Scheme shall maintain at all time minimum cash and near cash instruments subject to applicable Regulations, Circulars or Directives issued by the Commission. The present limit for the Scheme is 10% of the total Net Assets of the Scheme. Cash and near cash instruments include cash in bank accounts (excluding TDRs) GOP, treasury bills not exceeding ninety (90) days to maturity.

Exemption to Investment Restrictions

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

2.10 Financing Arrangements

- (a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange financing for account of the Scheme, with the approval of the Trustee, from Banks, Financial Institutions, or such other companies as specified by the Commission from time to time. The financing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such financing shall not exceed fifteen (15) percent of the net Assets or such other limit as specified by the Commission of the scheme at the time of financing.

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

- (b) Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such financing from banks, financial institutions and non-banking finance companies. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such financing.
- (c) For the purposes of securing any such financing, the Trustee may on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Regulations and/or any law for the time being in force.
- (d) Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.
- (e) Any liability or loss incurred due to gross negligence of the Management Company or the Trustee shall be borne by them.

2.11 Restriction of Transactions with Connected Persons

- (a) The Management Company in relation to the Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.
- (b) The Management Company on behalf of the Scheme shall not without the approval of its Board of Directors in writing and consent of the Trustee, purchase or sell any security from or to any Connected Person or employee of the Management Company.
- (c) Provided that above shall not be applicable on sale or redemptions of Units.
- (d) For the purpose of sub-paragraphs (a) and (b) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

- (e) All transactions carried out by or on behalf of the Scheme with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.
- (f) The Management Company shall undertake sale and purchase of securities transaction between the Collective Investment Schemes managed by it where the:
 - Sale and purchase decision are in the best interest of both Schemes.
 - Transactions are executed on an arm's length and fair basis.
 - Reason for such transactions is documented prior to execution.

2.12 Risk Disclosure

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

- (1) **Equity Risk** - Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.
- (2) **Interest Rate Risk** - A rise or decline in interest rates during the investment term may result in a change in return provided to the investors.
- (3) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.
- (4) **Country or Political Risk** - This is the uncertainty of returns caused by the possibility of a major change in the political or economic environment of the country such as break down of law and order, war, natural disasters, etc. and any governmental actions, legislative changes or court orders restraining payment of principal or income.
- (5) **Credit Risk** - Credit Risk comprises Default Risk and Credit downgrade Risk. Each can have negative impact on the value of securities:
 - **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;
 - **Credit Spread Risk** - The risk that there may be an increase in the difference between the return/markup rate of any issuer's security and the return/markup rate of a risk-free security. The difference between this return/mark up rates is called a "credit spread". Credit spreads are based on macroeconomic events in the domestic or global financial markets. An increase in credit spread will decrease the value of income and including money market instruments;
- (6) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.
- (7) **Liquidity Risk** – Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.
- (8) **Settlement Risk** – At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments which may affect the Fund's performance etc.
- (9) **Reinvestment Rate Risk** – In a declining interest/ markup rate economic environment, there is a risk that maturing securities or coupon payments will be reinvested at lower rates, which shall reduce the return of the Fund compared to return earned in the preceding quarters.
- (10) **Sovereign Risk** - Payment of bonds/ notes may be affected by the economic and political events in the country of the relevant issuer. The occurrence of a sovereign risk event could result in the loss of all or a portion of the principal invested, as a result of any economic or political circumstance.

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- (11) **Events Risk** - There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.
- (12) **Redemption Risk** - There may be special circumstances in which the redemption of Units may be suspended or the redemption payment may not occur within six working days of receiving a request for redemption from the investor.
- (13) **Distribution Risk** - Dividend distribution may also be liable to tax because the distributions are made out of the profits earned by fund and not out of the profits earned by each unitholder. Unitholders who invest in a fund before distribution of dividends may be liable to pay tax even though they may not have earned any gain on their investment as return of capital to investors upon distribution is also taxable
- (14) **Investor Concentration Risk** - The Risk that the performance and liquidity of the Portfolio is adversely impacted due to a few large investors investing in – or redeeming from the fund over a short period of time. Factors contributing to such an adverse impact may include, but are not limited to deviation in portfolio allocation, price impact of portfolio rebalancing, higher allocation in illiquid investments etc.
- (15) **Sovereign Risk** - Payment of bonds/ notes may be affected by the economic and political events in the country of the relevant issuer. The occurrence of a sovereign risk event could result in the loss of all or a portion of the principal invested, as a result of any economic or political circumstance.

2.13 Disclosure

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

2.14 Disclaimer

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

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

3. OPERATORS AND PRINCIPALS

3.1 Management Company

ABL Asset Management Company Limited is the Management Company of **ABL Optimal Asset Allocation Fund (ABL-OAAF)**, having its registered office as mentioned below:

ABL Asset Management Company Limited,
14, Main Boulevard, DHA Phase VI, Lahore, Pakistan.

3.2 Organization

ABL Asset Management Company Limited (ABL AMC) is a Non-Banking Finance Company licensed to undertake Asset Management Services as per the NBFC & NE Rules, 2008. ABL AMC is a wholly owned subsidiary of Allied Bank Limited, one of the leading commercial banks of Pakistan.

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ABL AMC is currently managing Eighteen (18) mutual funds, Ten (10) investment plans and four (4) Voluntary Pension Schemes

3.3 Rating of the Management Company

ABL AMC has been awarded a Management Quality Rating of "AM1" from PACRA Credit Company Limited.

Principal Shareholders

The following is the current shareholding structure of the company:

Name	Paid Up Capital	
	Number of Shares	Amount in Rupees
Allied Bank Limited	49,999,993	499,999,930
Sheikh Mukhtar Ahmed	1	10
Mr. Mohammad Naeem Mukhtar	1	10
Mr. Muhammad Waseem Mukhtar	1	10
Mr. Aizid Razzaq Gill	1	10
Mr. Pervaiz Iqbal Butt	1	10
Mr. Muhammad Kamran Nishat	1	10
Ms. Saira Shahid Hussain	1	10
Total	50,000,000	500,000,000

Holding Company of ABL AMC

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

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

Today the Bank stands on a solid foundation of over 75 years of its existence having a strong equity, assets and deposits base offering universal banking services with higher focus on retail banking. Allied Bank is one of the largest banks in Pakistan, offering various technology-based products and services including real-time online banking to its diversified clientele through its network of 1425 online branches and more than 1500 ATMs across Pakistan. ABL's turnaround in such a short span has been achieved on account of the Board's and the management's commitment to professionalism, adaption to changes, environmental challenges and urge for growth.

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

3.4 Board of Directors and Management of Management Company

Name of Director	Position	Other Directorships	Occupation	Address
Sheikh Mukhtar Ahmed	Chairman	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Limited. 3. Ibrahim Holding (Pvt.) Limited. 4. Allied Bank Limited. 5. Atlantic Aviation (Pvt.) Limited. 6. IH Holding (Pvt.) Limited	Industrialist	3, Race course road, Civil line Faisalabad.

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		7. Ibrahim Welfare Foundation.		
Mr. Mohammad Naeem Mukhtar	Director	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Ltd. 3. Allied Bank Limited. 4. NMF – LUMS 5. Ibrahim Welfare Foundation. 6. Karachi Education Initiative 7. Pakistan German Business Forum	Industrialist	3, Race course road, Civil line Faisalabad.
Mr. Muhammad Waseem Mukhtar	Director	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Limited. 3. Ibrahim Holding (Pvt.) Limited. 4. Allied Bank Limited. 5. Ibrahim Welfare Foundation.	Industrialist	3, Race course road, Civil line Faisalabad.
Mr. Pervaiz Iqbal Butt	Independent Director	Polytek Associate (Private) Limited	Business	59-W, Aibak Block New Garden Town, Lahore.
Mr. Aizid Razzaq Gill	Director	CEO – Allied Bank Limited	Banker	House No.177/1, C-Block, Model Town, Lahore
Mr. Kamran Nishat	Independent Director	1. M&P Express Logistic (Private) Limited 2. Tech Sirat Technologies (Private) Limited 3. Logex (Private) Limited 4. Tech Sirat (Private) Limited 5. Veribest Brands Pakistan (Private) Limited	Services	House # 62/2, Street-3 Khayaban-e-Badban, DHA-V, Karachi
Ms. Saira Shahid Hussain	Director	N/A	Service	House # 522, Street # 5 DHA Phase-5, Lahore
Mr. Naveed Nasim	CEO	N/A.	Service	43/5-B, House No. D1, Shakir Villas, PECHS Block 6, Karachi

3.5 Profile of Directors

Sheikh Mukhtar Ahmed, instituted his business career immediately after migrating from the India at the time of independence of Pakistan in 1947 and has contributed to the industrial and business growth of Pakistan through his entrepreneurship skills and business acumen. He has over sixty-two years of experience in establishing and successfully managing various industrial and financial companies. He has been on the Board of Directors of Allied Bank Limited since 2005 and is a “Certified Director” from Pakistan Institute of Corporate Governance. He is Chairman on the Board of Directors of Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited, Ibrahim Agencies (Private) Limited and ABL Asset Management Company Limited. He is also on the Board of Ibrahim Welfare Foundation.

Mohammad Naeem Mukhtar, is the Chairman of Board of Directors of the Bank since 2004. He has a Masters of Business Administration degree from Cardiff Business School United Kingdom, Post Graduate

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diploma in Textiles from United Kingdom and Chartered Textile Engineer (CText ATI) certification from The Textile Institute in Manchester, United Kingdom. He has over thirty-eight years of experience of Finance and Industrial Manufacturing. He is a Chief Executive Officer of Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited and Ibrahim Welfare Foundation. In addition, he is also on the Board of Directors of Ibrahim Agencies (Private) Limited, Karachi Education Initiative and Pakistan German Business Forum. He is also a member of the Board of Governors of National Management Foundation, the parent body of Lahore University of Management Sciences (LUMS). He is also representing the Bank at Pakistan Business Council and is Industry Co-Chair Banking Sector of National University of Sciences and Technology (NUST) Corporate Advisory Council as well as Senior Fellow at Global Think Tank Network (GTTN).

Mr. Muhammad Waseem Mukhtar, is on the Board of Directors of the Bank since 2004. He was awarded his Masters of Business Administration degree from the University of Chicago Booth School of Business, Illinois, United States of America. He also earned a Master's degree in Total Quality Management (TQM) from University of Glamorgan, Wales, United Kingdom, and has twenty-six years of diversified experience of Finance, Information Technology and Industry. His strategic guidance has played a vital role in technological up-gradation of the Bank. He is a "Certified Director" from Pakistan Institute of Corporate Governance. He is also a member of the Board of Directors of Allied Bank Limited, Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited, Ibrahim Agencies (Private) Limited and Ibrahim Welfare Foundation.

Pervaiz Iqbal Butt, holds a BSc. degree in Electrical Engineering from University of Engineering and Technology. He is also a "Certified Director" from Pakistan Institute of Corporate Governance. He has decades of experience in marine engineering and other heavy Industries. Previously, he has served as an Independent Director at Allied Bank Limited from 2007 to 2015. Mr. Butt is also the director of Polytek Associate (Private) Limited.

Kamran Nishat, is the Managing Director and CEO of Muller & Phipps (Pakistan) Pvt. Ltd., and has over twenty nine 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.

Mr. Aizid Razzaq Gill, is a seasoned professional banker with twenty-seven years of experience in Financial Management, Risk Analysis and Research and expertise in Portfolio Management of Corporate and Commercial Banking obligors. He has worked with various financial institutions and held key positions in the Corporate Banking Sector. After joining the Bank in 2005 as Regional Corporate Head, he has held different senior management positions such as Head- Commercial Assets, Head of Commercial and Retail Risk, Head of Operational Risk, Group Head Corporate and Financial Institutions Risk and Group Head Liabilities. Before becoming Chief Executive Officer at Allied Bank, he was performing the role of Chief Risk Officer of the Bank.

Mr. Gill is a graduate from University of Engineering & Technology Lahore (UET) and has his Master's degree in Business Administration from California State University, Fullerton (CSUF), USA. He is a Chevening Scholar, with a Master's degree in Business Economics from University of Manchester Institute of Science & Technology (UMIST), UK. He has also attended several Executive Education courses on Leadership and Management from various institutions including Columbia University and London Business School. He has also been nominated by the Bank as a Director on the Board of Directors of ABL Asset Management Company Limited and representative at Management Association of Pakistan (MAP) and Pakistan Business Council (PBC). He is a "Certified Director" from Pakistan Institute of Corporate Governance.

Ms. Saira Shahid Hussain, is driving forward the Human Capital vision and plans for developing an array of Human Resources initiatives across Allied Bank Limited. She holds over 20+ years of diversified experience in the field of Human Resources working for various National and International level organizations. She held multiple leadership roles with various corporate sectors across Pakistan. She holds a Master's degree in Business Administration and is a 'Certified Master Trainer'. She is a recognized

thought-leader, speaker on the topics of leadership, gender diversity, career progression, and youth employment. She has represented Pakistan as Gender Ambassador on various Global forum.

Mr. Naveed Nasim, is the Chief Executive Officer at ABL Funds. He is a seasoned professional with over 24 years of experience in Corporate and Investment Banking, Risk Management and Commercial Banking. He has worked with leading financial institutions including Habib Bank Limited and Allied Bank Limited and held key positions in the area of Corporate and Investment banking and Risk Management. Before joining ABL Funds, he was serving as the Group Head-CIBG at Allied Bank Limited (ABL) and was managing portfolio of Rs. 300 billion with over 100 relationships. During his tenure at ABL, he was instrumental in the implementation of various risk models and processes including Basel Framework and Risk Management framework. He was nominated by Allied Bank as a Director on the Board of Pakistan Corporate Restructuring Company Limited (PCRCL) and Pakistan Mortgage Refinance Company (PMRC). Mr. Nasim holds BBA (Hons) & MBA from IBA, Karachi. He is a Certified Trade Financial Professional (CTFP). During his career, he has attended various Executive Education courses on Leadership, Management and Enterprise Risk Management from leading institutions.

3.6 Profile of Management

Mr. Naveed Nasim Chief Executive Officer

Mr. Naveed Nasim is the Chief Executive Officer at ABL Funds. He is a seasoned professional with over 24 years of experience in Corporate and Investment Banking, Risk Management and Commercial Banking. He has worked with leading financial institutions including Habib Bank Limited and Allied Bank Limited and held key positions in the area of Corporate and Investment banking and Risk Management. Before joining ABL Funds, he was serving as the Group Head-CIBG at Allied Bank Limited (ABL) and was managing portfolio of Rs. 300 billion with over 100 relationships. During his tenure at ABL, he was instrumental in the implementation of various risk models and processes including Basel Framework and Risk Management framework. He was nominated by Allied Bank as a Director on the Board of Pakistan Corporate Restructuring Company Limited (PCRCL) and Pakistan Mortgage Refinance Company (PMRC). Mr. Nasim holds BBA (Hons) & MBA from IBA, Karachi. He is a Certified Trade Financial Professional (CTFP). During his career, he has attended various Executive Education courses on Leadership, Management and Enterprise Risk Management from leading institutions

Syed Khalid Husain Head of Business Development

Syed Khalid Husain brings with him an extensive 36 years of rich experience from the financial sector. During his 25 year tenure at Allied Bank, he took charge of various divisions in both Corporate & Retail banking. His last assignment at Allied Bank was to spearhead the largest region of the bank for Pakistan as Head of Karachi City Region. He was also looking after the Corporate Deposits of Sindh and Baluchistan Provinces. Under his supervision as being the Chief Manager in top business branches of Karachi, the branches won the Best Branch of Pakistan, Best Branch of Sindh awards. Apart from being the Chief Manager in top business branches of Karachi he also represented Allied Bank in the International Banking course organized by State Bank of Pakistan in which 20 Countries Participated.

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

Mr. Saqib Matin, FCA, FPA Chief Financial Officer & Company Secretary

Saqib Matin, FCA FPA, is the Chief Financial Officer & Company Secretary of ABL Asset Management Company Limited. He is a Fellow Chartered Accountant (FCA) and 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 24 years of diversified experience in the fields of accountancy, taxation, corporate and audit. Previously, he was associated with Atlas Asset Management Limited as Manager Fund Accounting & Financial Reporting. He also served in SME Bank Limited and Sapphire Textile Mills Limited as Manager Accounts. He commenced his professional career from Hameed Chaudhri & Co., Chartered Accountants.

Mr. Kamran Shahzad, FCA
Chief Internal Auditor

Kamran Shahzad FCA, FPA, SAP is the Chief Internal Auditor at ABL Funds since 2017 and is also serving as Secretary to the Board Audit Committee. He carries over 15 years of diversified experience of in Audit and Advisory in various countries including Qatar, Saudi, U.A.E, Bahrain and Pakistan. Kamran is a SAP Certified Implementation and Support Consultant having experience of systems implementation and automation for multiple notable global projects and a certified Lead Auditor (ISO 27001) for Information Systems. He is a fellow member of Institute of Chartered Accountants of Pakistan and Pakistan Institute of Public Finance Accountants. He was a member of ICAP Council Sub-committees of PAIB and Economic Advisory for 04 terms (2018-2021) and Treasurer in PIPFA Lahore Committee-of Board of Governors. He was also appointed as CA brand ambassador of ICAP and the winner of ICAP members' Professional Excellence Award 2014. Also, He has also worked as corporate trainer and visiting instructor in business schools of renowned universities. He is currently perusing Executive MBA from LUMS.

Mr. Fahad Aziz
Chief Investment Officer

Mr. Fahad carries with himself over 18 years of experience in the financial industry specifically Fixed Income Fund Management and Economic Research. At ABL Funds, he is responsible for overall management of conventional and Islamic Fixed Income Funds' Portfolio. Besides as a member of ABL Funds's Investment Committee, he plays an active role in SMA Portfolio Management. Prior to this Mr. Fahad was managing both Conventional and Islamic portfolio of Fixed Income and Money Market Funds at HBL Asset Management Limited of funds. Mr. Fahad holds an MBA in Finance and Computer Sciences from Institute of Business Management.

Mr. Rehan Ansari
Head of Operation

Mr. Rehan Ansari is leading the Registrar Services & Operations Department at ABL Funds. He is a qualified Cost & Management Accountant (ACMA) from the Institute of Cost & Management Accountants of Pakistan (ICMAP). He joined ABL Funds in 2008. He possesses over a decade experience of working with leading financial institutions. Prior to Joining ABL Funds, Rehan served in Arif Habib Investments Limited as Assistant Vice President (AVP) for three years and also worked in different renowned brokerage houses in the initial years of his career. He has diversified experience in the fields of accountancy, corporate taxation & settlements, At ABL Funds, he's also playing the additional role in handling client queries and working in close coordination with the Business Development Department & other Departments.

Mr. Rehan Saif
Head of Compliance

Mr. Rehan Saif brings with him an extensive 26 years of experience in the field of Compliance, regulatory affairs, risk management, product development, surveillance, investigation and enforcement, policies and procedures, customer support and training and awareness programs. Since his joining in 2019 at ABL Funds, he is leading the Compliance Department. Previously, he has served in senior management positions in the National Clearing Company of Pakistan Limited (NCCPL), Central Depository Company of Pakistan Limited (CDC), and the Lahore Stock Exchange (G) Limited. He played an important role in various capital market development projects and implementation of the automations.

Mr. Nasir Ali Shujaiddin
Head of Institutional Sales, Business Strategy & SMA

Mr. Nasir Ali Shujaiddin brings with him over 12 years of combined experience of Asset Management and Corporate Banking. Prior to joining ABL Funds, his was last associated with MCB Bank Limited as Relationship Manager, Corporate Finance & International Banking Group. He holds a Master of Business Administration (MBA) degree from KASBIT and currently he is doing Master of Science (MS) from IBA.

Ms. Zufa Kanwal
Head of Marketing

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Ms. Zufa Kanwal is a seasoned financial services marketer adept at brand building, digital marketing, marketing communications and sales training. She is well experienced in influencing and relationship-building through content marketing and social media engagement to create brand awareness, foster brand loyalty and increase profitability. Since her joining in 2017 at ABL Funds, she spearheads the nationwide marketing efforts with the objective to translate the company's vision into action through effective and strategic marketing planning and execution across all channels from digital to print. Her professional career spans over 13 years in a range of marketing roles. Previously she was associated with Al Meezan Investments and was responsible for Digital Marketing and Communications. Ms. Zufa has been a visiting faculty member at Karachi University for the Masters' level Management students. She holds an MPA (Finance and HR)- Gold Medalist, from Karachi University. She also holds CFA Investment Foundation Certification, IFMP Certified Mutual Funds' Distribution Certification and is also a Certified Trainer.

3.7 Existing Schemes under Management and their performance

ABL Income Fund - (Income Scheme)

Date of Launch: September 20, 2008

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Bench mark: 6 Month Kibor

Net Assets (September 30, 2024)	Rs. 2,921.52 million		
NAV (September 30, 2024)	Rs. 10.8124 per unit		
Fund Stability Rating	A+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.0076	21.66%	2,604.47
Year Ended June 30, 2023	1.273	13.66%	7,292.00
Year Ended June 30, 2022	0.9499	9.88%	12,831.99
Year Ended June 30, 2021	0.4642	4.76%	8,516.13
Year Ended June 30, 2020	1.4354	14.32%	1,490.93
Year Ended June 30, 2019	0.7034	7.12%	1,692.90

ABL Stock Fund - (Equity Scheme)

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Date of Launch: June 28, 2009
Listing: Pakistan Stock Exchange
Par Value: Rs. 10/-
Benchmark: KSE 100 Index

Net Assets (September 30, 2024)	Rs. 3,839.25 million		
NAV (September 30, 2024)	Rs. 18.4432 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	6.1902	92.53%	3,615.15
Year Ended June 30, 2023	Nil	(2.39%)	2,384.10
Year Ended June 30, 2022	Nil	(18.26%)	5,160.18
Year Ended June 30, 2021	0.2382	39.26%	6,518.21
Year Ended June 30, 2020	Nil	(1.44%)	4,426.79
Year Ended June 30, 2019	Nil	(16.54%)	3,952.00

ABL Cash Fund - (Money Market Scheme)

Date of Launch: July 30, 2010
Listing: Pakistan Stock Exchange
Par Value: Rs. 10/-
Benchmark: 70%-Average of 3M PKRV & 30%-Average of 3 Month Bank Deposit Rate

Net Assets (September 30, 2024)	Rs. 87,035.77 million		
NAV (September 30, 2024)	Rs. 10.7651 per unit		
Fund Stability Rating	AA+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.0684	22.26%	49,217.46
Year Ended June 30, 2023	1.629	17.50%	33,616.30
Year Ended June 30, 2022	0.8685	10.31%	44,765.94
Year Ended June 30, 2021	0.6777	6.91%	34,807.57
Year Ended June 30, 2020	1.2092	12.61%	26,910.97
Year Ended June 30, 2019	1.3116	9.02%	21,248.466

ABL Islamic Income Fund - (Shariah Complaint – Income Scheme)

Date of Launch: July 30, 2010
Listing: Pakistan Stock Exchange
Par Value: Rs. 10/-
Benchmark: Average of 6 Month Deposit rates of 3 Islamic Banks selected by MUFAP

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Net Assets (September 30, 2024)	Rs. 1,170.04 million		
NAV (September 30, 2024)	Rs. 10.7189 per unit		
Fund Stability Rating	A+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.0234	19.87%	978.10
Year Ended June 30, 2023	1.2462	12.42%	1,012.81
Year Ended June 30, 2022	0.8471	8.63%	3,532.28
Year Ended June 30, 2021	0.5854	5.75%	4,737.57
Year Ended June 30, 2020	1.1375	11.28%	6,141.18
Year Ended June 30, 2019	0.8481	8.47%	3,732.59

ABL Government Securities Fund - (Income Scheme)

Date of Launch: November 30, 2011

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: 6 Months PKRV rates

Net Assets (September 30, 2024)	Rs. 8,190.04 million		
NAV (September 30, 2024)	Rs. 10.9176 per unit		
Fund Stability Rating	AA-(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.1885	22.78%	2,704.77
Year Ended June 30, 2023	1.4222	14.78%	643.43
Year Ended June 30, 2022	0.8178	8.25%	1,361.52
Year Ended June 30, 2021	0.4642	5.08%	2,875.50
Year Ended June 30, 2020	1.5734	15.30%	4,679.35
Year Ended June 30, 2019	0.7627	7.73%	2,811.07

ABL Islamic Stock Fund - (Shariah Complaint – Equity Scheme)

Date of Launch: June 12, 2013

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: KMI-30 index

Offering Document - ABL Optimal Asset Allocation Fund

Net Assets (September 30, 2024)	Rs. 1,715.79 million		
NAV (September 30, 2024)	Rs. 17.9555 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	5.5804	80.77%	1,649.60
Year Ended June 30, 2023	Nil	(0.91%)	1,111.59
Year Ended June 30, 2022	Nil	(18.79%)	2,707.16
Year Ended June 30, 2021	0.2226	34.97%	2,876.64
Year Ended June 30, 2020	0.0172	0.56%	2,316.58
Year Ended June 30, 2019	Nil	(16.65%)	1,976.93

ABL Islamic Financial Planning Fund - (Shariah Complaint - Fund of Fund Scheme)

Benchmark: Weighted average return of KMI 30 Index and average 6-month deposit rate of three Islamic Banks

Conservative Allocation Plan

Date of Launch: December 22, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 1,319.24 million		
NAV (September 30, 2024)	Rs. 121.0959 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	24.7942	21.41%	1,870.11
Year Ended June 30, 2023	12.9166	10.98%	1,837.63
Year Ended June 30, 2022	5.2407	4.52%	60.28
Year Ended June 30, 2021	10.3650	8.73%	60.24
Year Ended June 30, 2020	2.1572	5.92%	65.09
Year Ended June 30, 2019	1.4420	1.35%	35.20

ABL Islamic Financial Planning Fund - Aggressive Asset Allocation Plan

Date of Launch: December 22, 2015

Offering Document - ABL Optimal Asset Allocation Fund

Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 0.50 million		
NAV (September 30, 2024)	Rs. 95.0066 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	48.1794	51.07%	0.43
Year Ended June 30, 2023	4.2384	3.82%	1.37
Year Ended June 30, 2022	10.0335	10.22%	4.092
Year Ended June 30, 2021	27.3069	29.16%	7.98
Year Ended June 30, 2020	0.0172	0.05%	41.50
Year Ended June 30, 2019	Nil	(7.86%)	83.57

ABL Islamic Financial Planning Fund – Active Allocation Plan

Date of Launch: December 22, 2015
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 70.21 million		
NAV (September 30, 2024)	Rs. 83.8517 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	42.8477	51.15%	75.15
Year Ended June 30, 2023	4.6757	5.57%	80.41
Year Ended June 30, 2022	Nil	(8.87%)	246.75
Year Ended June 30, 2021	30.7157	27.40%	396.77
Year Ended June 30, 2020	Nil	(2.57%)	429.49
Year Ended June 30, 2019	Nil	(7.58%)	571.45

ABL Islamic Financial Planning Fund – Strategic Allocation Plan

Offering Document - ABL Optimal Asset Allocation Fund

Date of Launch: March 31, 2016
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 21.09 million		
NAV (September 30, 2024)	Rs. 86.3004 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	45.8972-	53.03%	21.21
Year Ended June 30, 2023	3.683	4.34%	23.79
Year Ended June 30, 2022	Nil	(9.52%)	25.74
Year Ended June 30, 2021	30.978	30.38%	176.29
Year Ended June 30, 2020	5.9029	(5.19%)	164.61
Year Ended June 30, 2019	Nil	(1.87%)	255.42

ABL Islamic Financial Planning Fund – Strategic Allocation Plan III

Date of Launch: March 3, 2017
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 9.31 million		
NAV (September 30, 2024)	Rs. 86.5526 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	46.9459	53.84%	9.41
Year Ended June 30, 2023	4.8042	4.91%	10.30
Year Ended June 30, 2022	Nil	(11.55%)	25.37
Year Ended June 30, 2021	28.5572	27.31%	28.8
Year Ended June 30, 2020	Nil	2.57%	33.14
Year Ended June 30, 2019	Nil	(0.57%)	335.42

ABL Islamic Financial Planning Fund – Capital Preservation Plan - I

Date of Launch: March 29, 2019

Offering Document - ABL Optimal Asset Allocation Fund

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 215.16 million		
NAV (September 30, 2024)	Rs. 103.1559 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	26.6234	26.66%	221.01
Year Ended June 30, 2023	9.3239	9.6%	371.14
Year Ended June 30, 2022	0.7057	0.6%	1,084.91
Year Ended June 30, 2021	18.6391	18.5%	1,216.34
Year Ended June 30, 2020	6.1371	0.03%	378.93
For the period from March 29, 2019 to June 30, 2019	2.1352	2.17%	395.40

ABL Islamic Financial Planning Fund – Capital Preservation Plan - II

Date of Launch: November 20, 2021

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 33.15 million		
NAV (September 30, 2024)	Rs. 102.7360 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	24.8910	25.24%	32.38
Year Ended June 30, 2023	9.9455	0.19%	253.18
For the period from November 20, 2021 to June 30, 2022	0.7384	(0.11%)	600.92

ABL Financial Planning Fund - (Fund of Fund Scheme)

Weighted average return of KSE 100 Index and average 6 month deposit rate of three Banks.

Conservative Allocation Plan

Date of Launch: December 31, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 177.20 million		
NAV (September 30, 2024)	Rs. 115.1988 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	32.6120	29.73%	168.72

Offering Document - ABL Optimal Asset Allocation Fund

Year Ended June 30, 2023	12.0772	11.19%	168.02
Year Ended June 30, 2022	5.4246	4.89%	159.60
Year Ended June 30, 2021	10.0467	9%	160.15
Year Ended June 30, 2020	12.3601	11.40%	188.27
Year Ended June 30, 2019	2.0844	2.02%	190.13

Active Allocation Plan

Date of Launch: December 31, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 5.43 million		
NAV (September 30, 2024)	Rs. 79.7680 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	43.7639	54.60%	5.23
Year Ended June 30, 2023	2.6008	5.66%	18.18
Year Ended June 30, 2022	Nil	(10.20%)	130.99
Year Ended June 30, 2021	28.1930	35.72%	152.48
Year Ended June 30, 2020	Nil	(5.52%)	176.68
Year Ended June 30, 2019	Nil	(6.71%)	356.22

Strategic Allocation Plan

Date of Launch: December 30, 2016

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 92.23 million		
NAV (September 30, 2024)	Rs. 79.6908		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	45.0448	57.68%	149.86
Year Ended June 30, 2023	2.6830	4.01%	138.88
Year Ended June 30, 2022	Nil	(11.72%)	221.27
Year Ended June 30, 2021	31.8454	34.64%	267.57
Year Ended June 30, 2020	2.3425	(3.81%)	213.57

Offering Document - ABL Optimal Asset Allocation Fund

Year Ended June 30, 2019	Nil	(3.44%)	525.13
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ABL Islamic Dedicated Stock Fund - (Shariah Complaint – Equity Scheme)

Date of Launch: December 19, 2016

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: KMI-30 index

Net Assets (September 30, 2024)	Rs. 148.98 million		
NAV (September 30, 2024)	Rs. 9.6458 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.5998	76.01%	174.49
Year Ended June 30, 2023	Nil	(16.93%)	95.40
Year Ended June 30, 2022	Nil	(3.77%)	667.31
Year Ended June 30, 2021	0.5192	36.98%	490.47
Year Ended June 30, 2020	Nil	(19.30%)	419.51
Year Ended June 30, 2019	Nil	(0.13%)	684.54

ABL Islamic Asset Allocation Fund - (Shariah Complaint – Asset Allocation Scheme)

Date of Launch: May 31, 2018

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Wt. Avg. daily return of KMI 30 index & 6M Avg. deposit rates of 3 A rated Islamic banks/ Islamic windows of scheduled commercial banks based on actual proportion of investment in Equity/Fixed Income/ Money Market component.

Net Assets (September 30, 2024)	Rs. 1,069.91 million		
NAV (September 30, 2024)	Rs. 10.5162 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.1503	21.69%	1,965.20
Year Ended June 30, 2023	1.5463	15%	2,519.10
Year Ended June 30, 2022	0.8451	8.8%	2,777.70
Year Ended June 30, 2021	0.7956	8.1%	2,683.76
Year Ended June 30, 2020	0.6957	6.86%	2,171.57
For the period from May 31, 2018 to June 30, 2019	0.010	(1.09%)	234.59

Allied Finergy Fund - (Asset Allocation Scheme)

Offering Document - ABL Optimal Asset Allocation Fund

Date of Launch: November 23, 2018

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Wt. Avg. daily return of PSX 100 index & 6M Kibor and (70% three (3) months PKRV rates + 30% three (3) months average deposit rate of three (3) AA rated scheduled banks as selected by MUFAP), based on the fund's actual allocation in equity, fixed income and money market instruments.

Net Assets (September 30, 2024)	Rs. 129.02 million		
NAV (September 30, 2024)	Rs. 9.3611 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	7.6245	86.84%	116.89
Year Ended June 30, 2023	Nil	(0.61%)	282.60
Year Ended June 30, 2022	Nil	(7.85%)	348.03
Year Ended June 30, 2021	0.8207	16.35%	694.01
Year Ended June 30, 2020	Nil	(5.48%)	495.78
For the period from November 23, 2018 to June 30, 2019	Nil	(2.12%)	447.89

ABL Special Saving Fund (Capital Protected Scheme)

ABL Special Saving Plan I

Date of Launch: September 19, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 23,028.55		
NAV (September 30, 2024)	Rs. 10.7096 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.1412	22.85%	19,551.32
Year Ended June 30, 2023	1.6126	16.96%	20,129.54
Year Ended June 30, 2022	0.7093	7.34%	106.80
Year Ended June 30, 2021	0.3245	3.28%	579.95
For the Period from September 19, 2019 to June 30, 202	1.3030	14.02%	847.42

ABL Special Saving Plan II

Date of Launch: September 20, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 3 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 16,982.84 million		
NAV (September 30, 2024)	Rs. 10.7430 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.0641	20.87%	11,573.32
Year Ended June 30, 2023	2.7654	28.17%	3,522.95
Year Ended June 30, 2022	0.7909	7.45%	155.18
Year Ended June 30, 2021	0.0446	6.73%	64.61
For the Period from September 20, 2019 to June 30, 202	0.9844	10.31%	1,914.15

ABL Special Saving Plan III

Date of Launch: October 11, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (September 30, 2024)	Rs.6,785.59 million		
NAV (September 30, 2024)	Rs. 10.8567 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.0867	22.62%	7,096.74
Year Ended June 30, 2023	1.6965	17.77%	4,571.50
Year Ended June 30, 2022	0.9703	10.09%	6,141.20
Year Ended June 30, 2021	0.5712	6.79%	455.91
For the Period from October 11, 2019 to June 30, 2020	0.9840	10.09%	4,346.89

ABL Special Saving Plan IV

Date of Launch: December 6, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 1 Month PKRV Rates

Net Assets (September 30, 2024)	Rs. 12,062.34 million		
NAV (September 30, 2024)	Rs. 10.7580 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)

Offering Document - ABL Optimal Asset Allocation Fund

Year Ended June 30, 2024	2.1721	21.97%	10,177.17
Year Ended June 30, 2023	2.7477	27.62%	1,845.56
Year Ended June 30, 2022	0.7290	7.61%	77.423
Year Ended June 30, 2021	0.4548	4.94%	169.07
For the Period from December 06, 2019 to June 30, 2020	1.0169	11.08%	401.76

ABL Special Saving Plan V

Date of Launch: February 26, 2021

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 6,712.73 million		
NAV (September 30, 2024)	Rs. 10.7704 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.2333	22.28%	7,862.24
Year Ended June 30, 2023	1.7435	18.16%	5,690.36
Year Ended June 30, 2022	0.7996	8.44%	499.68
For the period from February 26, 2021 to June 30, 2021	1.0626	11.28%	3,911.51

ABL Special Saving Plan VI

Date of Launch: August 5, 2022

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 4,430.17 million		
NAV (September 30, 2024)	Rs.10.7106 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	2.2050	22.97%	5,635.79
For the period from August 5, 2022 to June 30, 2023	1.4607	5.17%	714.73

ABL Islamic Cash Fund - (Shariah Complaint – Money Market Scheme)

Date of Launch: February 13, 2020

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Three months average deposit rates of three (3) AA rated Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP.

Offering Document - ABL Optimal Asset Allocation Fund

Net Assets (September 30, 2024)	Rs. 17,206.40 million		
NAV (September 30, 2024)	Rs. 10 per unit		
Fund Stability Rating	AA+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	1.9830	21.97%	33,327.09
Year Ended June 30, 2023	1.5463	16.91%	24,739.20
Year Ended June 30, 2022	0.9307	9.79%	16,067.24
Year Ended June 30, 2021	0.6414	6.62%	7,514.91
For the period from February 13, 2020 to June 30, 2020	0.3705	10.03%	1,492.97

ABL Financial Sector Fund (Income Scheme)

Date of Launch: August 31, 2023

Par Value: Rs. 10/-

Benchmark: Six (6) Months KIBOR Rates

Net Assets (September 30, 2024)	Rs. 13,715.12 million
NAV (September 30, 2024)	Rs. 10.5061 per unit

Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	1.9605	-	13,404.93

ABL Fixed Rate Fund (Fixed Rate)

ABL Fixed Rate Plan - III

Date of Launch: January 31, 2024

Par Value: Rs. 10/-

Benchmark: Average 12 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 6,776.13 million
NAV (September 30, 2024)	Rs. 10.5548 per unit

Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	0.8149	-	6,426.11

ABL Fixed Rate Fund (Fixed Rate)

ABL Fixed Rate Plan - V

Date of Launch: September 05, 2024

Par Value: Rs. 10/-

Offering Document - ABL Optimal Asset Allocation Fund

Benchmark: Average 12 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 3,280.49 million
NAV (September 30, 2024)	Rs. 10.3539 per unit

ABL Fixed Rate Fund (Fixed Rate)

ABL Fixed Rate Plan - VIII

Date of Launch: September 15, 2024

Par Value: Rs. 10/-

Benchmark: Average 12 Months PKRV Rates

Net Assets (September 30, 2024)	Rs. 352.44 million
NAV (September 30, 2024)	Rs. 10.1281 per unit

ABL Islamic Sovereign Fund (Shariah Compliant Income Scheme)

Date of Launch: July 22, 2024

Par Value: Rs. 10/-

Benchmark: Six (6) Months PKISRV Rates

Net Assets (September 30, 2024)	Rs. 2,734.29 million
NAV (September 30, 2024)	Rs. 10.3259 per unit

ABL Money Market Fund (Money Market Scheme)

Date of Launch: November 15, 2023

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: 70% three (3) months PKRV rates + 30% three (3) months average deposit rate of three (3) AA rated scheduled banks as selected by MUFAP.

Net Assets (September 30, 2024)	Rs. 4,278.38 million
NAV (September 30, 2024)	Rs. 10.5206 per unit
Fund Stability Rating	AA+(f)

Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	1.3147	-	4,024.56

ABL Islamic Money Market Fund (Shariah Compliant Money Market Scheme)

Date of Launch: December 22, 2023

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: 3M Avg Deposit Rate of three AA rated Islamic Banks

Net Assets (September 30, 2024)	Rs. 15,853.20 million
NAV (September 30, 2024)	Rs. 10.4479 per unit
Fund Stability Rating	AA+(f)

Offering Document - ABL Optimal Asset Allocation Fund

Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2024	1.0118	-	8,387.20

ABL Pension Fund (Voluntary Pension Scheme)

Date of Launch: August 20, 2014

Par Value: Rs. 100/-

Net Assets (September 30, 2024)- Rs.866.09 million						
Return Performance	Year Ended June 30, 2024	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended June 30, 2021	Year Ended June 30, 2020	Year Ended June 30, 2019
Equity Sub- Fund	93.02%	(1.33%)	(16.07%)	41.26%	(0.20%)	(19.15%)
Debt Sub- Fund	24.20%	17.51%	7.29%	5.24%	15.54%	7.28%
Money Market Sub-Fund	22.87%	15.66%	7.54%	5.12%	11.95%	7.49%

ABL Islamic Pension Fund (Shariah Compliant - Voluntary Pension Scheme)

Date of Launch: August 20, 20214

Par Value: Rs. 100/-

Net Assets (September 30, 2024)- Rs. 388.27 million.						
Return Performance	Year Ended June 30, 2024	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended June 30, 2021	Year Ended June 30, 2020	Year Ended June 30, 2019
Equity Sub- Fund	81.09%	1.24%	(14.44%)	45.03%	0.36%	(19.97%)
Debt Sub- Fund	19.49%	10.65%	5.30%	4.82%	7.97%	3.46%
Money Market Sub-Fund	19.37%	12.71%	6.70%	4.48%	7.11%	3.51%

ABL GOKP Islamic Pension Fund-(Shariah Compliant - Voluntary Pension Scheme Money Market)

Date of Launch: April 23, 2024

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 35.91 million
NAV (September 30, 2024)	Rs. 105.4730 per unit

ABL GOKP Pension Fund-(Voluntary Pension Scheme Money Market)

Date of Launch: April 23, 2024

Par Value: Rs. 100/-

Net Assets (September 30, 2024)	Rs. 36.92 million
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Offering Document - ABL Optimal Asset Allocation Fund

NAV (September 30, 2024)	Rs. 108.7095 per unit
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3.8 Performance of Listed Associated Companies

Allied Bank Limited

(in millions)	December 31, 2023	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019
Profit After tax	40,683	21,194	17,313	18,029	14,112
Total Assets	2,329,316	2,250,972	2,010,157	1,590,458	1,481,121
Total Equity	194,254	127,811	127,245	131,560	115,351
Dividend per Share Cash	120%	85%	80%	80%	80%

Ibrahim Fiber Limited

(in millions)	December 31, 2022	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019
Profit After tax	304	5,311	5,407	(1,295)	998
Total Assets	88,998	83,076	71,739	59,588	53,570
Total Equity	54,650	54,450	49,212	37,865	39,474
Dividend per Share Cash	0%	0%	20%	0%	10%

3.9 Role and Responsibilities of the Management Company

The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations directives, circulars and guidelines issued by SECP and this Deed and the Offering Document and conditions (if any), which may be impose by the SECP from time to time.

3.8.1 Administration of the Scheme

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

3.8.2 Management of Fund Property

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

The Management Company shall comply with the provisions of the Regulations, the Deed and this Offering Document of the Scheme for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any officer(s) or responsible official(s) of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of the Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Trust Property where such loss has been caused by willful act and / or omission or of its officers, officials or agents

3.8.3 Appointment of Distributors

The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution

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

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

- (a) the Distributors to whom it delegates, have acquired license from SECP as a securities adviser under Securities and Futures Advisers (Licensing and Operations) Regulations, 2017; and
- (b) the written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

The Asset Management Company and Distributor shall not:

- Involve either directly or indirectly in the mis-selling of Collective Investment Scheme;
- Sell units of Collective Investment Scheme directly or indirectly by making a false and mis-leading statement, concealing or omitting material facts of the Scheme and concealing the risk factors associated with the Scheme; and
- The Asset Management Company or distributor shall take reasonable care to ensure suitability of the scheme to the investor.

The Asset Management Company or distributor shall ensure that;

- Any performance reporting/ presentation is accompanied by all explanations, qualifications, limitations and other statements that are necessary to prevent such information from misleading investors.
- Promotional materials do not contain untrue statements or omit to state facts that are necessary in order to prevent the statements from being misleading, false or deceptive.
- Performance is measured and presented after taking into account the risk-tolerance, investment objectives, and level of understanding and knowledge of the recipient.

3.8.4 Appointment of Investment Facilitator

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

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

- a) the investment facilitator has acquired registration with the Mutual Funds Association of Pakistan (MUFAP) as registered service providers and are abiding by the code of conduct prescribed by the Association; and
- b) the written contract with the Investment facilitator clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.
 - (c) The Investment Facilitator shall not: (i) involve either directly or indirectly in the mis-selling of the Scheme; (ii) sell units of the Scheme directly or indirectly by making a false or misleading statement; (iii) sell units of the Scheme directly or indirectly by concealing or omitting material facts of the Scheme; and (iv) sell units of the Scheme directly or indirectly by concealing the risk factors associated with the Scheme.
 - (d) The Investment Facilitator shall take reasonable care to ensure suitability of the Scheme to the investor. For the purpose of this, the Investment Facilitator shall ensure proper acknowledgment from investors on risk profiling and recommended Scheme as per risk profiling and in case investor select high risk product on its own choice, the Investment Facilitator shall also ensure proper acknowledgment from investor of his such selection.

3.8.5 Maintenance of Accounts and Records

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

3.8.6 Unit Holders Register

A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.

The office of the Transfer Agent is located **14-Main Boulevard, DHA – Phase -6, Lahore**, where Register of Unit Holder will maintain.

Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.

3.10 Disclaimer

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

3.11 Role of the Trustee

- The trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Deed and the Offering Document.
- The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other communication is required to be given by the Management Company, the Trustee may accept as sufficient evidence thereof:
 - a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and
 - any Instructions received online through the software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)
- The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure
- In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate

the Trust to the extent of such loss. However, the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.12 Obligations under Regulations and Constitutive Document

The Trustee shall perform all the obligations entrusted to it under the Regulations, circulars, directives, the Deed and this Offering Document and discharge all its duties in accordance with the Rules, Regulations, the Trust Deed and this Offering Document. Such duties may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee under intimation to the Management Company. Provided that the Trustee shall be responsible for the willful acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Fund Property where such loss has been caused by negligence or any reckless willful act or omission of the Trustee or any of its attorney (ies), or agents.

3.13 Custody of Assets

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

3.14 Investment of Fund Property at direction of Management Company

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

3.15 Carrying out instructions of the Management Company

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

3.16 Liabilities of the Trustee

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

3.17 Disclaimer

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

3.18 Transfer Agent/Registrar Services

The ABL Asset Management Company Limited having its office at **14-Main Boulevard, DHA – Phase -6, Lahore** will perform the duties as the Transfer Agent of the Fund until any further notice and intimation to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

3.19 Custodian

Central Depository Company of Pakistan Limited having its office at “CDC House, 99-B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi” will also be performing the functions of the custodian of the Trust Property. The salient features of the custodial function are:

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

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

3.20 Distributors/Facilitators

3.20.1 Parties detailed in Annexure C of this Offering Document have each been appointed as Distributors to perform the Distribution Functions at their Authorized Branches. The addresses of these branches are given in **Annexure C** of this Offering Document; these branches may be increased or decreased by the Management Company from time to time. The Management Company may, from time to time, appoint additional Distributors (if they fulfill the requirement of regulations) or terminate the arrangement with any Distributor and intimate the Trustee and Commission accordingly. The Management Company may itself perform the functions of a Distributor either directly or through sub-distributors.

3.20.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holders, including receiving applications for change of address or other particulars or applications for issuance of duplicate certificates, requests for income tax exemption or Zakat exemption, etc. for immediate transmission to the Management Company or Transfer Agent as appropriate for further action. The Management Company shall remunerate the Distributors out of its resources and/or from Sales Load.

3.20.3 The Management Company may, at its sole discretion, from time to time, appoint Investment Facilitators (Facilitators). The Facilitators’ function is to identify, solicit and assist investors in investing in the Fund. The Management Company shall remunerate the Facilitators out of its resources and/or from Front-end Load.

3.21 Auditors -

A. F. Ferguson & Co.

Chartered Accountants

3rd Floor, State Life Building No. 1-C, I.I. Chundrigar Road, Karachi, 74000

They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Ordinance, as amended from time to time. The appointment of Auditor and contents of the Auditor’s report shall be in accordance with the provisions of the Rules and Regulations

The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Transfer Agent or elsewhere and shall be entitled to require from the Management Company, Trustee and their Directors, Officers and Agents such information and explanations as considered necessary for the performance of audit.

The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.

The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement

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in Unit Holders' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

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

3.22 Legal Advisors

Ijaz Ahmed & Associates

86-S, M1 Commercial Plaza Behind AL Fatah Store, Paragon City

3.23 Bankers

All Banks having credit ratings as allowed by the Commission

3.24 Bank Accounts

The Trustee, at the request of the Management Company, shall open Bank Account(s) titled "**CDC Trustee ABL Optimal Asset Allocation Fund**" for the Unit Trust at designated Banks inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust's Funds.

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

Collection Account shall only be used for soliciting online investment through payment aggregators like 1 Link and other similar payment gateways subject to prior approval of the Commission. The Management Company shall maintain separate Collection Account(s) for each Trustee and also maintain a separate Collection Account for Shariah Funds respectively. Moreover, the maximum time period for transfer of money from a Collection Account to respective fund or plans' account is within one working day.

3.25 Rating of the Scheme

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

3.26 Minimum Fund Size

The minimum size of an open-end scheme shall be one hundred million rupees at all times during the life of the scheme. In case of after the initial public offering or subsequently at any time if the size of open end scheme falls below that minimum size of one hundred million rupees, the asset management company

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shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for conservative ninety (90) days the asset management company shall immediately intimate the grounds to the commission upon which it believes that the scheme is still commercially viable and its objective can still be achieved.

4. CHARACTERISTICS OF UNITS

4.1 Units

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

4.2 Classes of Units

The Management Company may issue following classes of Units for this Fund:

Class "A" Units (Purchase Units): Class "A" Units of Fund will be issued to the Unit Holders during & after the initial offering period period). Class "A" units may carry Front- end load as described in **Annexure "B"**.

Any Cash dividend announced for Class "A" units will be reinvested, after deduction of taxes (if any), through issuance of Class "B" Units.

Class "B" Units (Re-Investment of Cash Dividend): Class "B" units of Fund are issued to the Unit Holders in case of reinvestment of any Cash Dividends announced from time to time, net of any applicable taxes. These units shall not be charged with any Front-end Load as described in **Annexure 'B'**.

The Management may introduce additional type/class of Units from time to time, subject to SECP's Prior approval.

If a Unit Holder does not state his preference between getting a cash dividend or re-investing the dividend during the account opening stage, he will automatically be put in the dividend re-investment category.

4.3 Administrative Arrangement

The Management Company may offer any administrative arrangement over this fund which shall be governed by the Rules, the Regulations, the Deed and this Offering Document or any supplemental Deed or supplemental Offering Document.

Details of any Administrative arrangement launched over this Fund shall after prior consent of the Trustee and approval of the Commission shall be disclosed through a supplementary offering document.

4.4 Purchase and Redemption of Units

(a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in of this Offering Document.

(b) Units are issued after realization of subscription money but will be allocated upon receipt of application.

(c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.

(d) The Management Company may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of Funds or to meet any regulatory requirements.

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

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

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

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

AMC shall provide/ send a time-stamped acknowledgement for all transactions and activities in an investor's accounts with AMC to each unit or certificate holder on the registered postal address or through any electronic means including registered email and SMS provided by the unit or certificate holder within 48 hours of such transaction and activity. In case of acknowledgement through electronic means including email or SMS, a real-time intimation be sent for each transaction and activity:

AMC shall provide/ send an investment account statement to each unit or certificate holder on the registered postal address or through any electronic means including registered email provided by the unit or certificate holder on semi-annual basis within fifteen (15) days of close of such semi-annual period:

Provided that an Asset Management Company may send electronic account statement, in lieu of a physical statement, through any electronic means including registered email to the unit or certificate holder, only after obtaining consent in writing through physical or electronic means from the unit or certificate holder for sending electronic account statement: Provided further that an Asset Management Company shall be required to send a semi-annual account statement to every unit or certificate holder, even if the respective unit/certificate holder has chosen the hold mail option:

Provided also that an Asset Management Company shall provide the account statement to the investors within seven working days from the receipt of such request.

4.5 Procedure for Purchase of Units

4.5.1 Who Can Apply?

Any investor or any related group of investors qualified or authorized to purchase the Units may make applications for the Purchase of Units in the Fund. Application may be made pursuant to the procedures described in paragraph 4.5.2 below by any qualified or authorized investor(s) including, but not limited to, the following:

- a) Citizens of Pakistan and resident in Pakistan. In respect of minors below 18 years of age, application may only be made by their guardians.
- b) Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan provided such investment is permitted under their respective memorandum and articles of association and/or bye-laws.
- c) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan can apply for Units subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that may apply to their place of residence, domicile and citizenship. The payment of dividends and redemption proceeds to such investors shall be subject to the relevant taxation and exchange regulations/laws. Any person making an application for the Purchase of Units in the Fund shall warrant that he/she is duly authorized to purchase such Units.
- d) Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended from time to time, including by SROs.

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- e) Provident, Pension and Gratuity Funds constituted by organizations other than companies under Section 20 (h) of the Trusts Act 1882, (11 of 1882).
- f) Insurance companies under the Insurance Ordinance, 2000.
- g) Non-Profit Organization under Rule 213 (i) of the Income Tax Rules, 2002.
- h) Fund of Funds.

How can Units be purchased?

4.5.2 Account Opening Procedure

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

- a) Before purchasing Units of the Fund an investor must open an account with Management Company using the Account Opening Form.
- b) In case of individuals, a photocopy of the Computerized National Identity Card (CNIC), NICOP or Passport etc. of the applicant or any other form of identification acceptable to the Management Company needs to be furnished. The Management Company may also require other documents for processing account opening request in accordance with the laws as may be applicable from time to time.
- c)
- d) In case of a body corporate or a registered society or a trust the following documents would be required,
 - (i) Duly certified copy of the memorandum and articles of association/ Charter/ Byelaws or rules and regulations;
 - (ii) Duly certified copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officers to invest the Funds and/ or to realize the Investment and;
 - (iii) Duly certified copy of the Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.
- e) In case of existing Unit Holders, if any of the documents (in a-c above) have previously been submitted with the Management Company and/or Transfer Agent, fresh submission of documents will not be required provided that submitted documents are acceptable to Management Company. However, the account number must be provided to facilitate linking.

Any change of name or address of any unit holder as entered in the Register shall forthwith notified in writing by relevant unit holder to the distributor company or transfer agent.

- f) The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- g) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the meanwhile the application will be held in abeyance for fifteen days and in the event the discrepancy is not removed in the said fifteen days, the amount will be refunded without any interest or mark-up. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.

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- h) The Investor Account Opening Form can be lodged with any Distributor or directly lodged with the Management Company. No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- i) The Management Company will make arrangements, from time to time, for receiving Account Opening Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.
- (j) In case of submission of electronic online investment requests the Investor's user ID and password will authenticate his/her identity.

4.5.3 Joint Application

- (a) Joint application can be made by up to four applicants. Such persons shall be deemed to hold Units on first holder basis. However, each person must sign the Account Opening Form and submit a copy of Computerized National Identity Card, NICOP, Passport and other identification document and is also required to fulfill the FACTA and KYC requirements.
- (b) The first named Holder shall receive all notices and correspondence with respect to the account, as well as proceeds of any redemption, or dividend payments. Such person's receipt or payment into the person's designated bank account shall be considered as a valid discharge of obligation by the Trustee and the Management Company.
- (c) In the event of death of the first Holder, the person first in the order of survivor(s) as stated in the Account Opening Form shall be the only person recognized by the Trustee and the Management Company to receive all notices and correspondences with regard to the accounts, as well as proceeds of any redemption requests or dividend. Such person's acknowledgement of receipt of proceeds shall be considered as the valid discharge of obligation by the Trustee and the Management Company.

Provided however the Trustee and/or the Management Company may at their discretion request the production of a Succession Certificate from an appropriate Court before releasing of redemption requests or dividends in cases of doubts or disputes among the Joint Unit Holders and/or the legal heirs or legal representatives of the deceased.

4.5.4 Purchase of Units

- (a) After opening an account an account holder may purchase Units of the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.
- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "Account Payee only" as specified below;
 - Demand draft or Pay order in favor of **CDC Trustee ABL Optimal Asset Allocation Fund**
 - Online transfer to Bank Account(s) of **CDC Trustee ABL Optimal Asset Allocation Fund**
 - Cheque (account payee only marked in favor of **CDC Trustee ABL Optimal Asset Allocation Fund**)
- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be.

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Acknowledgement for applications and payment instruments can only be validly issued by Distributors or the Management Company.

- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company will make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan

4.5.5 Minimum Amount of Investment

Initially Units shall be issued at Par Value of **Rs 10/-** with a minimum investment size of **Rs.5,000/-** (Rupees Five Thousand only) and thereafter the minimum amount for investment would be of **Rs. 1,000/--** (Rupees One Thousand only) per transaction, at applicable NAV or purchase price, other than reinvestment of Dividend and Bonus Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively.

The Asset Management Company reserves the right to alter the minimum amounts stated hereinabove after giving seven days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively. The minimum initial and subsequent investment size will not be applicable to Conversion of one Plan / CIS to another Plan / CIS, Transfer and Transmission.

4.5.6 Determination of Purchase (Public Offer) Price

- a) Units offered during the Initial period will be as specified in this offering document.
- b) After the Initial Period, the Purchase (Offer) Price for the Unit offered through Public Offering, shall be determined from time to time pursuant to the Sub clause (c) hereafter and shall be announced by the Fund for Dealing Days during the period when the Fund is open for subscription.
- c) The Purchase (Offer) Price shall be equal to the sum of:
 - (i) The Net Asset Value as of the close of the Business Day (**Forward pricing**);
 - (ii) Any Front-end Load as disclosed in this Offering Document.
 - (iii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
 - (iv) Such amount as the Management Company may consider an appropriate provision for Transaction Costs.
 - (v) Such sum shall be adjusted upward to the nearest paisa.

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

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

4.5.7 Allocation/ Issue of Units

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

4.5.8 Issuance of Physical Certificates

- a) Unit Certificates will be issued only if requested by the Unit Holder.
- b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of **Rs.100/-** per Certificate or any other amount as determined by the Management Company from time to time.
- c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder or to the address of the first named Joint Unit Holder, if the relevant Unit or Units are jointly held.
- d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.
- e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.

4.5.9 Replacement of Certificates

- a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- c) Each new issue of Certificates will require payment of **Rs.100/-** per Certificate, subject to revisions of fee from time to time by the Management Company.

4.5.10 Issuance of Units in Book Entry form in CDS

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

4.6 Procedure for Redemption of Units

4.6.1 Who can Apply?

All Unit Holders shall be eligible for redemption after the closure of the Initial Period.

4.6.2 Redemption Application Procedure

Request for Redemption of Units shall be made by completing the prescribed redemption form and the same is received at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company.

The Management Company may redeem only part of the Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.

The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.

In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the Investor Account Opening Form.

The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by Management Company or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions, the Unit Holder's user ID and password will authenticate his identity.

The Unit Holder will be receiving a note through a message on registered mobile number (if available) and on registered email address confirming the receipt of the application for redemption. In case where the Unit Holder does not have registered mobile number and email address, the Management Company will send the acknowledgement through registered post/ courier at their registered home address.

The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.

If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units. However, in case where discrepancy is removed within a said fifteen days, NAV of the day on which the discrepancy has removed will be applicable.

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

The amount payable on redemption shall be paid to the Unit Holder or first named joint Unit Holder by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form within six Business Days from the date of presentation of the duly completed Redemption form, electronic or otherwise, at the Authorized Branch or office of the Distributor or the Management Company.

The amount can also be paid to the third party upon instruction of the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form.

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No Money shall be paid to any intermediary except the Unit Holder or his authorized immediate Family member.

The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the Commission. In case of submission of electronic online redemption requests the Investor's user ID and password will authenticate his/her identity.

The receipt of the Unit Holders for any amount payable in respect of the Units shall be a good discharge to the Trustee and the Management Company. In case of joint Unit Holders any one of them may give effectual receipt for any such moneys.

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

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

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

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

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

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

4.6.3 Redemption of Units in Book Entry form in CDS

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

4.7 Purchase (Public Offer) and Redemption (Repurchase) of Units outside Pakistan

4.7.1 Subject to exchange control, SECP prior approval and other applicable laws, Rules and Regulations, in the event of arrangements being made by the Management Company for the Purchase (Public Offer) of Units to persons not residing in Pakistan or for delivery in any country outside Pakistan, the price at which such Units may be issued may include in addition to the Purchase (Public Offer) Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.

4.7.2 In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company, nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time

4.7.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising therefrom

4.8 Determination of Redemption (Repurchase) Price

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

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

Level of all back-end loads shall be disclosed in the Offering Document. An increase in Back End load will require 30 days prior notice to the Unit Holder or any other period as specified in the Regulations.

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

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

4.9 Procedure for Requesting Change in Unit Holder Particulars

4.9.1 Who Can Request Change?

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

4.9.2 Application Procedure for Change in Particulars

(a) Subject to the submission of Special Request Form and supporting documents to the satisfaction of the Management Company, the Unit Holder may request any change in his or her information kept in the Unit Holder Register. Changes will not be allowed in CNIC and Joint Holder.

- (a) Some of the key information which the Unit Holder can change is as follows:
 - i. Change in address
 - ii. Next of Kin details
 - iii. Nominee detail
 - iv. Change in Bank Account details
 - v. Account Operating instructions
 - vi. Frequency of profit payments
 - vii. Systemic Conversion Option

Change will not be allowed in Title of account.

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

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- (c) The applicant must obtain a copy of the Special Instructions Form signed and duly verified by an Authorized Officer of the Distributor or Management Company.
- (d) The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Special Instructions Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (e) The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.
- (f) Unless the Joint Unit Holder(s) of Units have specified otherwise, all the Joint Unit Holder(s) shall sign the Special Instructions Form for such Units.

4.9.3 Transfer, Nomination, Transmission and Systemic Conversion Procedure

- 4.9.3.1 Unit Holder may, subject to the law, transfer any Units of fund held by them either in case of succession (Transmission) or as a gift (blood relation or spouse). The transfer as a gift shall be carried out after the Management Company/Transfer Agent has been satisfied that all the requisite formalities including the payment of any taxes and duties have been complied with.
- 4.9.3.2 Both the transferor and the transferee must sign every instrument of transfer and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the register. Every instrument of transfer must be duly completed in all respects including affixation of transfer stamps of the requisite value.
- 4.9.3.3 Where Certificates have been issued, the Management Company / Transfer Agent with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Offering Document. The Management Company or the Transfer Agent shall retain all instruments of transfer.
- 4.9.3.4 The Transfer Agent shall, with the prior approval of the Management Company or the Management Company itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of twelve years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by the Management Company and shall not be destroyed. Unit Holder may nominate any successor/ nominee for transmission, subject to all legal requirements, in case of the decease of Unit Holder.
- 4.9.3.5 Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent or the Management Company itself as Registrar after satisfying as to all legal requirements such as intimation of death of deceased Unit Holder along-with certified copy of death certificate, indemnity from nominee along-with copy of CNIC of nominee and deceased Unit Holder, original unit certificate (in case of physical certificate) etc. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.

4.9.3.6 A Unit Holder may convert the Units in a Unit Trust Scheme managed by the Management Company into Units of another Unit Trust Scheme managed by the Management Company by redeeming the Units of first Scheme and issuance of Units of later Scheme(s) at the relevant price applicable for the day. The Transfer Agent or Management Company itself shall carry out the conversion after satisfying that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. Management Company may impose a time limit before which conversion may not be allowed.

4.9.3.7 A Unit Holder may merge the Units which he/she has invested with two folio/registration numbers into one folio/ registration number. The Transfer Agent shall carry out the merger after satisfying that all the requisite formalities have been completed and payment of applicable taxes and fee, if any, has been received.

4.9.4 Partial Transfer

Partial transfer of Units covered by a single Certificate is permitted provided that in case of physical certificates issued, the Unit Holder must apply for splitting of the Unit certificate representing the partial amount and then the new certificate shall be applied for transfer.

4.9.4

4.10 Procedure for Pledge / Lien / Charge of Units

4.10.1 Who Can Apply?

- (a) All Unit Holders are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.
- (b) Any Unit Holder (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her/ their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.
- (c) The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.
- (d) Payments of cash dividends or the issue of bonus Units and redemption proceeds of the Units or any benefits arising from the said Units that are kept under lien / charge / pledge shall be paid to the order of the lien / charge / pledge holder's bank account or posted to the registered address of Pledgee mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledger as per Central Depositories Act.
- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.

- (g) All risks and rewards, including the right to redeem such Units and operate such account, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

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

4.11.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.11.2 & 4.11.3, Subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

A permanent change in the method of dealing shall be made after expiry of at least one month's notice to Unit Holders and with the approval of Trustee.

4.11.2 Suspension of Fresh Issue of Units

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

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

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

In case of suspension of redemption of Units due to extraordinary circumstances the issuance of Units shall also be kept suspended until and unless redemption of Units is resumed.

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

4.11.3 Suspension of Redemption of Units

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

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

Any other situation in which issuance of fresh Units is, in Management Company's opinion, against the interests of the existing/remaining Unit Holders of Fund.

4.11.4 Queue System

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

4.11.5 Winding up in view of Major Redemptions

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

5 DISTRIBUTION POLICY

5.1 Declaration of Dividend

The Management Company shall decide as soon as possible but not later than thirty working days after the Accounting Date / interim period whether to distribute among Unit Holders, profits, either in form of bonus Units or cash dividend, if any, available for the distribution at the end of the Accounting Period and shall advise the Trustee of the amount of such distribution per Unit. The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.

The Management Company on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the Unit Holders, not less than ninety per cent of the accounting income of the Collective Investment Scheme received or derived from sources other than realized and unrealized capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.

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

5.2 Determination of Distributable Income

The amount available for distribution in respect of any Accounting Period shall be determined in accordance with the regulatory and taxation requirements as may be applicable from time to time.

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

- a) The total income earned on the Trust Property during such Accounting Period including all amounts received in respect of dividend, mark-up, profit etc.
- b) Whole or part of the realized and/or unrealized appreciation of Investment Assets, at the option of the Management Company.

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

- c) From the above distribution amount, following shall be deducted:
 - i. Expenses as stated in the offering document;
 - ii. Any other adjustment as the Management Company may determine; and
 - iii. any taxes of the Fund

5.3 Payment of Dividend

All payments for dividend shall be made through payment instruments or transfer of Funds to the Unit Holder 's designated bank account or the charge-holder's designated bank account in case of lien / pledge of Units as the case may be or through any other mode of payment with the approval of Commission and such payment shall be subject to the Regulations and any other applicable laws. An Asset Management Company shall ensure that dividend is paid to the unit holder within 10 working days from the date of announcement of dividend.

5.4 Dispatch of Dividend Warrants/Advice

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

5.5 Reinvestment of Dividend

The Asset Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via Investor Account Opening Form) to have any Cash Dividend announced for a Fund be reinvested on behalf of the investor through issuance of new Units, of the pertinent Fund, within the Unit Holder register after deduction of applicable taxes. The Unit Holders shall be entitled to change such option subsequently.

5.6 Bonus Units

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

5.7 Encashment of Bonus Units

The Management Company shall give the Unit Holder(s) the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) to encash bonus Units. In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the ex-dividend NAV as calculated on the Business Day immediately preceding the first day of the book closure announced for such purpose and proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units. The Unit Holders shall be entitled to change such option subsequently.

5.8 Closure of Register

The Asset Management Company may close the Register by giving at least seven (7) days' notice to Unit Holder provided that the time period for closure of register shall not exceed six (6) working days at a time and whole thirty days in each year with further period of fifteen days to be allowed by the Commission on application of the Company. During the closure period, the sale, redemption, conversion of Units or transfer of Units will be suspended. Notice for closure of register should be published in two newspapers (Urdu and English language) having circulation in major cities of Pakistan as per direction of SECP.

6 FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

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

6.1.1 Front-end Load

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

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

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

6.1.2 Back-end Load

Back-end Load deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of Units, but Unit Holders within a class shall be charged same level of back-end load. Management Company may change the current level of Back-end Load after giving 30 days prior notice to the Unit Holder through newspaper (either Urdu or English Newspaper) and via post and the unit holders shall be given an option to exit at the applicable NAV without charge of back-end load as specified in the Regulation.

Provided that an AMC may charge sales load maximum up to 3% of NAV per unit if the investors approach directly for investment or where transaction is done through a third-party online distribution portal, through website and may charge sales load maximum up to 1.5% of the NAV per unit where transactions are done through AMC's own online distribution portal or website.

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

6.1.3 Other Charges

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

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

6.1.4 Expenses borne by the Management Company and the Trustee

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

6.1.5 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

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

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

6.2 Fees and Charges Payable by the Fund

The following expenses shall be borne by the Fund:

6.2.1 Remuneration of the Management Company

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

Current level Management Fee is disclosed in **Annexure “B”**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to giving a thirty (30) days prior notice to the unit holders and the unit holders shall be given an option to exit at the applicable NAV without charge of any exit load.

6.2.2 Remuneration of the Trustee

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

The remuneration shall begin to accrue following the expiry of the Initial Period. For any period other than an Annual Accounting Period such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in an Annual Accounting Period concerned. Any upward change in the remuneration of trustee from the existing level shall require prior approval of the Commission. However, any subsequent downward revision in the remuneration of the trustee shall not require approval of the Commission and will be applicable without the need to amend the constitutive documents.

6.2.3 Formation Costs

All preliminary and floatation expenses of the Fund including expenses incurred in connection with the establishment and authorization of the Fund, including execution and registration of the Constitutive Documents, issue, legal costs, printing, circulation and publication of the Offering Document, and all expenses incurred during and up to the Initial Offering Period subject to 1.5 per cent of the net assets at the close of initial public offering (IPO) or ten million rupees whichever is lower; , shall be borne by the Fund subject to the audit of expenses and amortized over a period of not less than five years or within the maturity of the Fund whichever is lower. This cost shall be reimbursable by a collective investment scheme to an AMC subject to the audit of expenses. The Formation Cost shall be reported by the Asset Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed.

6.2.4 Other costs and expenses

Expenses allowed under the applicable laws shall be paid out of the Fund Property.

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

- i. Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- ii. All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee’s name.
- iii. Legal and related costs incurred in protecting or enhancing the interests of the Unit Holders.
- iv. Bank charges, financing and financial costs;
- v. Auditors' Fees and out of pocket expenses.
- vi. Fund rating fee payable to approved rating agency.
- vii. Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed
- viii. Fee pertaining to the Fund payable to the Commission.
- ix. Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for management of Fund).
- x. Charges and levies of stock exchanges, national clearing and settlement company, CDC charges.

- xi. Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.

7. TAXATION

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

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

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

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

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

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

Notwithstanding the tax rates given above, the income from the Scheme will be exempted from tax if 90% or more of the income as defined in Clause 99 of Part I of the Second Schedule of Income Tax Ordinance, 2001, is distributed amongst the Unit Holders as dividend.

The Fund will distribute not less than 90% of its income received or derived from sources other than realized and unrealized capital gains as reduced by such expenses as are chargeable to the Fund.

7.1.3 Withholding tax

Under the provision of Clouse 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from dividend, term finance certificates, Sukuks, return on (Riba free) deposits with banks/financial institutions, return from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax subject to a valid exemption certificate from Tax Authorities.

7.1.4 Zakat on Fund

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

7.1.5 Taxation and Zakat on Unit Holders

7.1.5.1 Taxation on Income from the Fund of the Unit Holder

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

- b. Unit Holders of the Fund will be subject to Income Tax on dividend income distributed by the Fund (exemption on distribution out of capital gains is limited to those Funds which are debt or money market Funds and they do not invest in shares).
- c. The tax deducted on dividend at the rates specified above will be the final tax (except for companies) and the payer will be required to withhold the amount of tax at source from payment of dividend except payment to the banking companies.
- d. Capital gain arising from sale/redemption of Units of the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.
- e. Unit Holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.1.6 Zakat

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

7.1.7 Disclaimer

The tax and Zakat information given above is based on the Management Company's tax Advisor's interpretation of the law which, to the best of the Management Company's understanding, is correct. Investors are expected to seek independent advice so as to determine the tax consequences arising from their investment in the Units of the Fund. Furthermore, tax and Zakat laws, including rates of taxation and of withholding tax, are subject to amendments from time to time. Any such amendments in future shall be deemed to have been incorporated herein.

8. REPORTS TO UNIT HOLDERS

8.1 Account Statement

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

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

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

An Asset Management Company/ Transfer Agent shall provide the account statement to the investors within 7 working days from the receipt of such request.

AMC shall provide/ send an investment account statement to each unit or certificate holder on the registered postal address or through any electronic means including registered email provided by the unit or certificate holder on semi-annual basis within fifteen (15) days of close of such semi-annual period:

8.2 Financial Reporting

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

8.3 Trustee Report

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

8.4 Fund Manager Report

The Management Company shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to the Unit Holders and also made available at their web site latest by 7th of each month.

9. WARNING AND DISCLAIMER

9.1 Warning

- a. If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Legal advisor, or other financial advisor. The price of the Units of this Fund and the income of this Fund (from which distributions to Unit Holders is made) may increase or decrease.
- b. Investment in this Fund is suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

Before making any investment decision, investor should review the latest monthly fund manager report and financial statements of the Scheme particularly the details of non-complaint investment and Risk Factors.

10. DISCLAIMER

- 10.1 The Units of the Fund are not bank deposits and are neither issued by, insured by, obligation of, nor otherwise supported by SECP, any Government Agency, Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Pre-IPO Investors or any other bank or financial institution. The portfolio of the Fund is subject to market risks and risks inherent in all such investments.
- 10.2 Fund's target return/ dividend range cannot be guaranteed. Fund's Unit price is neither guaranteed nor administered/managed; it is based on the NAV that may go up or down depending upon the factors and forces affecting the capital markets and interest rates.

11. GENERAL INFORMATION

11.1 Accounting Period / Financial Year of the Fund

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

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

11.2 Inspection of Constitutive Documents

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

ABL Asset Management Company Limited
14- Main Boulevard, DHA Phase-6, Lahore.

Central Depository Company of Pakistan Limited
CDC House, Shahrah-e-Faisal, Karachi

11.3 Transfer of Management Rights of the Fund

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

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

11.4 Extinguishment/Revocation of the Fund

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

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

11.5 Procedure and manner of Revocation of the Fund

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

11.6 Distribution of proceeds on Revocation

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

12. GLOSSARY

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

“Accounting Date” means the thirtieth day of June in each year and any interim date on which the financial statements of the Trust are drawn up. Provided that the Management Company may, with the written consent of the Trustee and after obtaining approval from the Commission and the Commissioner of Income Tax may change such date to any other date and such change shall be intimated to the Commission.

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

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

“Act” means the Companies Act, 2017.

“Administrative Plans” means investment plans offered by the Management Company and approved by the Commission, where such plans allow investors a specific investment strategy in any one or a combination of Schemes managed by the Management Company in accordance with the conditions specified by SECP.

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

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

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

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

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

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

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

“Bank” means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.

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

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

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

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

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

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

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

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

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

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

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

“Distribution Account” means the Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) may be transferred. Income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).

“Distributor / Distribution Company” means Company(ies), Firm(s), Sole Proprietorship concern(s), individual(s), Banks or any other Financial Institution appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and who has obtained license as securities adviser from SECP under Securities and Futures Advisers (Licensing and Operations) Regulations, 2017. The Management Company may itself also performs the Distribution Function.

“Distribution Function” means the functions with regard to:

- receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- issuing receipts in respect of (a) above;
- interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;

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- accounting to the Management Company for all: (i) payment instruments received from the applicants for issuance of Units; (ii) payments instruments to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.
- the above functions may be performed electronically, if appropriate systems are in place.

“Duties and Charges” means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease of the Trust Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, but do not include the remuneration payable to the Distribution Company or any Commission payable to agents on sales and redemption of Units or any Commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.

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

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

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

“Force Majeure” means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes the performance of the Deed in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

“Formation Cost” means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of this Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.

“Front-end Load” means the Sales load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as determined by the Management Company. However aggregate of Front-end Load and Back-end Load should not exceed 3% of Net Asset Value.

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

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

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

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

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

“Investment Facilitators/Advisors” means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The investment facilitator/advisor is not authorized to perform the Distribution Functions. The Management Company shall compensate the Investment Facilitators.

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

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

“Management Company” is defined in the preamble hereto;

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

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

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

“Offering Document” means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme.

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

“Ordinance” means the Companies Ordinance, 1984.

“Par Value” means the face value of Rs.10/- for a Unit of the Fund.

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

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

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

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

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

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

“Register Function” means the functions with regard to:

- Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;
- Issuing account statements to the Holders;
- Issuing Certificate, including Certificates in lieu of undistributed income to Holders;
- Cancelling old Certificates on redemption or replacement thereof;

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- Processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Holders;
- Issuing and dispatching of Certificates;
- Dispatching bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of cash dividends;
- Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
- Maintaining record of lien/pledge/charge; and
- Keeping record of change of addresses/other particulars of the Holders.

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

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

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

“**Sales Load**” means front end load deducted at the time of investment or back end load charged at the time of redemption from Scheme. However, the load charged upon redemption and which forms part of the Scheme property shall not classify as sales load. An Asset Management Company may charge sales load maximum upto 3% of the NAV per unit and may charge sales load maximum upto 1.5% of the NAV per unit where transactions are done online or through a website.

“**Sector**” means sectors as defined by Pakistan Stock Exchange or such other sector specified in this Offering Document.

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

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

“**Sukuk**” Sukuk as defined in Sukuk (privately placed) Regulations 2017.

“**Transaction Costs**” means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust’s portfolio, inter alia, necessitated by creation or cancellation of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.

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

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

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

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

“**Trust Property**” means the aggregate proceeds of the sale of all Units at Purchase Price and any Transaction Costs recovered in the Purchase or Redemption Price after deducting there from or providing there against the value of Redemption, Front-end Load, Back-end Load, Duties and Charges (if included in the Purchase Price or Redemption Price) applicable to the purchase or redemption of Units and any expenses chargeable to the Scheme; 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 or immovable assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust

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by the Trustee for the benefit of the Unit Holder(s) pursuant to this Trust Deed and shall include the income, profit etc. earned on the amount credited to the Distribution Account but shall not include any amount standing to the credit of the Distribution Account.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Act and Rules and Regulations, words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words "written" or "in writing" include printing, engraving lithography, or other means of visible reproduction. The headings and table of contents are for convenience only and shall not affect the construction of the Trust Deed.

ANNEXURE "A"

Central Depository Company of Pakistan Limited

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

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

Tariff
Rupees 0.075% of Net Assets

ANNEXURE "B"

1. Current Level of Fee and Load Structure:

Current Level of Front-end, Back End Load and Management Fee

	(%)
Front-End Load	Class "A" Units: Up to 3% Class "B" Units: Nil
Back End Load	Nil
Contingent Load	Nil
Management Fee	For ABL Optimal Asset Allocation Fund , the Management Fee shall be determined using a weighted average approach based on the respective allocation of net assets, as prescribed by the SECP, with the equity portion capped at up to 3.00% , fixed income portion capped at up to 1.50% , and money market portion capped at up to 1.25% .

Provided however, the Management Company may waive the Front-end Load fully or partially at its own discretion to any investor.

Any change in the fee & load structure, provided it is within the maximum limit, shall be notified through an addendum to this annexure and as how the Commission may direct.

2. Cut-Off Timing:

i. Current Cut-off Timing & Business Hours for dealing in Units:
Every Dealing Day – 9:00 am to 4:00 p.m.

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

Latest by 6:30 p.m. on the Dealing Day

Note:

Any change in the Business Hours/Cut-off Time shall be notified through website of the Management Company, under intimation to the trustee. However, any increase in Management Fee, Front End Load or Back-end Load shall be implemented with prior approval of the SECP.

Further, Cut-Off Timings/Business Hours for the month of Ramadan shall be notified to Unit-Holders via the Company's website.

ANNEXURE "C"

Designated Distribution Outlets

Management Company of the Fund is ABL Asset Management Company Limited and other information of the Fund can be collected from the address of the Management Company available on www.ablfunds.com or from the branches of the Distribution Company.

ABL Asset Management Company Limited

14 Main Boulevard, DHA Phase 6, Lahore



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

No. SCD/AMCW/ABLOAAI/2023/296

May 8, 2025

The Chief Executive Officer,
ABL Asset Management Company Limited,
Plot#14, Sector MB, Phase VI Commercial, D.H.A.,
Lahore.

Subject: Approval of the Offering Document of ABL Optimal Asset Allocation Fund

Dear Sir,

This is in reference to your application dated December 26, 2024 and subsequent correspondence received from your office regarding the subject matter, last being received vide email dated April 30, 2025.

2. In this regard, I am directed to convey approval of the Securities and Exchange Commission of Pakistan (the "Commission") for the Offering Document of **ABL Optimal Asset Allocation Fund (the "Fund")** submitted by ABL AMC vide email dated April 30, 2025 in terms Regulation 54(1) of the Non-Banking Finance Companies & Notified Entities Regulations, 2008 (the "Regulations"); subject to the following conditions:

- i. Approval of the Offering Document will be valid for a period of One hundred and Twenty (120) days from the date of approval within which the Fund will be offered for subscription, on expiry of which, the Offering Document will be submitted to the Commission again for review and approval.
- ii. The Management Company will not invest assets of the fund abroad unless it has obtained prior written approval of State Bank of Pakistan (SBP) and the Commission in this regard.
- iii. Offering Document of the Fund will contain information as set out in Schedule VIII of the Regulations. It will be mentioned that the Management Company manages the Fund and its name will be prominently displayed on first page of the Offering Document.
- iv. Contents of Offering Document will not be altered/amended/deleted without prior written approval of the Commission except for adding reference of date(s) and No. of letter(s) approving the Document, wherever relevant.
- v. Approval of the Offering Document will, in no way, absolve the Management Company of its obligations about contents of, or statements made in the Document.
- vi. The Management Company will manage the Fund strictly in accordance with the Non-Banking Finance Companies Rules, 2003, Regulations and Circular / Directions issued by SECP.



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

- vii. The Management Company will submit a statement duly signed by all the directors regarding responsibility for the information contained in the Offering Document as being accurate on the day of publication.
- viii. The Management Company will comply with requirement of seven (7) days' prior notice to unitholders in accordance with Regulation 44(6) of the Regulations.
- ix. The Management Company will give at least a week to the prospective investors for studying the Offering Document.
- x. The authorized investments of the Fund and plans thereunder will be in accordance with the provisions of Regulations and the Master Circular.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Sidra Tul Muntaha'.

Sidra Tul Muntaha
Assistant Director

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