

Risk Disclaimer: All Investments in Islamic mutual Funds 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 3.2, Risk Factors mentioned in clause 3.5, Taxation Policies mentioned in Clause 8 and Warnings in Clause 10 before making any investment decision.

OFFERING DOCUMENT OF

First Habib Islamic Income Fund (FHIF)
(SHARI'AH COMPLIANT Wakalatul Istithmar based fund)

**(Open End Islamic Income
Scheme)**

RISK PROFILE: MEDIUM
RISK OF PRINCIPAL EROSION: PRINCIPAL AT MEDIUM RISK

MANAGED BY

Habib Asset Management Limited

Vetted by

Mufti Ismatullah

(Sharia Advisor of Bank Al Habib Limited, First Habib Islamic Balanced Fund, Pak Qatar Family Takaful and Pak Qatar General Takaful)

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OFFERING DOCUMENT OF

First Habib Islamic Income Fund (FHIIF)

Wakalatul Istithmar based fund

MANAGED BY

Habib Asset Management Limited

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

**Date of Publication of Offering Document Dated
December __, 2016**

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

The **First Habib Islamic Income Fund** (the Fund/the Scheme/the Trust/the Unit Trust/FHIIF) has been established through a Trust Deed (the Deed) dated August 30, 2016, under the Trusts Act, 1882 entered into and between **Habib Asset Management Limited**, the Management Company, and **Central Depository Company of Pakistan Limited**, the Trustee..

PART I: REGULATORY APPROVAL AND CONSENT

1.1 Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units of **First Habib Islamic Income Fund (FHIIF)** and registered it as a notified entity under the Non- Banking Finance Companies and Notified Entities Regulations 2008 ("Regulations") vide letter No SCD/AMCW/HAML/265/2016 dated October 27, 2016. SECP has approved this Offering Document; under the Regulations vide No 54(1).

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.

1.2. Offering Document

This Offering Document sets out the arrangements covering the basic structure of the **First Habib Islamic Income Fund** (the "Fund", the "Scheme"). It sets forth information about the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, the Shari'ah Guidelines, the Shari'ah Compliance regulatory provisions that may be issued from time to time, circulars, directives etc. as specified hereafter govern this Offering Document.

This document has been reviewed and vetted by the *Mufti Ismatullah*.

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

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

If prospective investor has any doubt about the contents of this Offering Document, he/she/it should consult one or more from amongst their investment advisers, legal advisers, Shari'ah Advisor / Scholar, 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, listed as well as unlisted (other than equity funds) 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 3.5 and Clause 10 respectively in this Offering Document.

1.3 Filing of the Offering Document

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

(1) License No. AMCW/07/HAML/AMS/04/2014 dated May 15, 2014 granted by SECP to **Habib Asset Management Limited** to carry out Asset Management Services;

(2) SECP's Letter No. SCD/AMCW/HAML/115/2016 dated August 22, 2016 approving the appointment of Central **Depository Company of Pakistan Limited** as the Trustee of the Fund;

(3) Trust Deed (the Deed) of the Fund;

(4) SECP's Letter No. SCD/AMCW/HAML/265/2016 dated October 27, 2016 registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;

(5) Letters No. K A - A Q 2 7 0 dated August 30, 2016 from KPMG, Taseer Hadi Khalid & Co., Chartered Accountants., Auditors of the Fund, consenting to the issue of statements and reports;

(6) Letters No. IM681/HAML/01/2016 dated November 09, 2016 from **Mohsin Tayebaly & Co.**, Legal Advisers of the Fund, consenting to act as adviser;

(7) SECP's letter No. SCD/AMCW/FHIF/___/2016 dated November __, 2016 approving this Offering Document.

2. CONSTITUTION OF THE SCHEME

2.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Karachi on August 30, 2016 between:

Habib Asset Management Limited, a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its principal place of business at 1st Floor, Imperial Court, Dr. Ziauddin Ahmed Road, Karachi, Pakistan, as the Management Company; and

Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984, and registered by SECP to act as a Trustee of a 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.

2.2 Trust Deed (the "Deed")

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities and Exchange Ordinance 1969, 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.

Furthermore, all Investments of the Trust Property shall be in accordance with the

principles of Shari'ah as advised by Shariah Advisor. 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.

2.3 Modification of Trust Deed

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 and Shari'ah guidelines.

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

2.4 Duration

The Duration of the Fund is perpetual. However, SECP or the Management Company may wind it up or revoke the fund, on the occurrence of certain events as specified in the Regulations or **Clause 11.4** of this Document.

2.5 Trust property

The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs & applicable sale 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.

2.6 Initial Offer and Initial Period

Initial Offer is made during the Initial Period which will be Five (5) Business Days and begins at the start of the banking hours on October __, 2016 and shall end at the close of the banking hours on October __, 2016. During the Initial Offering period, the Units shall be issued at the Initial Price of **Rs.100** per Unit and subsequently at the price calculated and announced by the Management Company for every Dealing Day.

2.7 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 sales load (if any) and any Transaction Costs that may be applicable. Except for circumstances elaborated in Clause 5.11 & 11.4 of this Offering Document, such prices shall be applicable to Purchase and Redemption requests, complete in all respects, received during the Business Hours on the Dealing Day.

2.8 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 and Warning and Disclaimer and should also consult their legal, financial and/or other professional adviser before investing.

2.9 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.

2.10 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.

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

3.1 Investment Objective

The primary objective of FHIF is to provide competitive risk adjusted returns to its investors by investing in a diversified portfolio of long, medium and short term Shariah Compliant instruments while taking into account liquidity considerations.

3.2 Investment Policy

Habib Asset Management Limited shall manage the Fund on purely Shariah compliance basis by investing in designated Authorized Investments approved by the Shariah Advisory and thus providing Shariah compliant returns to the investors of the Fund. Hence no portion of the Fund property shall be invested in any investment which as per the opinion of Shariah Advisory is non Shariah compliant.

First Habib Islamic Income Fund in line with its Investment Objectives will invest in Authorized Investments.

Authorized Investments

	Asset Class	Entity Rating	Instrument Rating	Exposure Limit (% of NAV)
1.	Shariah Compliant Government Securities with maturity equal to and greater than 90 days.	N/A	N/A	0 - 75%
2.	Shariah Compliant Government Securities of less than 90 days maturity and Cash in Bank Accounts (excluding term deposits) with licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks	A-	N/A	25 - 100% (25% shall be calculated on the basis of the average for each calendar month)
3.	MTS and Spread Transactions as approved by the Shariah Advisor in eligible securities as declared by the Stock Exchanges and the SECP/ Shariah Advisory Board;	N/A	N/A	0 - 40%
4.	Secured and Unsecured (listed and/or privately placed) Sukuks	A-	A-	0 - 75%
5.	Shariah Compliant non-traded securities with maturity of <u>less than and equal to six (6) months</u> including but not limited to Bank Deposits with licensed Islamic Banks and licensed Islamic Banking	A	A	0 - 75%

First Habib Islamic Income Fund

	windows of conventional Banks and Placement of funds under Mudarabah, Murabaha, Musharakahs, Istisna'a and Ijarah arrangements with banks, NBFCs, Mudarabahs and DFIs			
6.	Shariah Compliant non-traded securities with maturity exceeding six (6) months including but not limited to Bank Deposits with licensed Islamic Banks and licensed Islamic Banking windows of conventional Banks and Placement of funds under Mudarabah, Murabaha, Musharakahs, Istisna'a and Ijarah arrangements with banks, NBFCs, Mudarabahs and DFIs	A-	A-	0 - 15%
7.	Authorized shariah compliant investments in overseas markets including Islamic Mutual Funds. Overseas investments would be subject to prior approvals/guidelines of SECP and SBP.	A-	A-	0-30% (Subject to a cap of USD15 million)
8.	Any other Shariah Compliant instrument / securities that may be allowed by the SECP from time to time and is in accordance with the guidelines of Shariah Advisor of the Scheme.	A-	A-	As may be allowed by the Commission

The investment in asset classes mentioned above will be subject to such Exposure limits and minimum ratings as specified herein and/or otherwise as specified in the Regulations/ Directives/ Circulars.

3.2.1 Benchmark

The performance of the Fund shall be compared against a benchmark based on six (6) months average deposit rates of three (3) A rated scheduled Islamic Banks or Islamic windows of conventional Banks as selected by MUFAP.

3.2.2. Shari'ah Investment Guidelines

The Fund must at all times and all stages of its operation comply with Shari'ah principles.

The Fund must be raised, operated, and finally redeemed by the investor on the basis of the contracts which are acceptable in Shari'ah .

The banking facilities and short-term money market instruments used for the Fund has to be those which comply with Shari'ah principles.

For securities listed on the All share Islamic index the Funds' investments must be strictly confined to the Shari'ah compliant securities.

3.2.3 Management Company Can Alter Investment Mix

The Management Company can from time to time alter the weightings, subject to the specified limits as per Clause 3.2 above, between the various types of investments if it is of the view that market conditions so warrant. The Funds not invested in the foregoing avenues shall be placed as deposit with scheduled banks.

3.3 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/Shariah Advisory Board and giving 90 days prior notice to the Unit Holders as specified in the regulation.

3.4 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 the holding in a particular company or sector shall exceed the limit imposed by the Regulations, the Management Company shall not purchase any further Investments in such company or sector. In the event Exposure limits are exceeded due to corporate actions including taking up rights or bonus issue and/or owing to appreciation or depreciation in value of any Investment, disposal of any Investment or Redemption of Units, the excess exposure shall be regularized in such manner and within such time as specified in the Regulations, circular or notification issued by SECP from time to time.

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

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

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

- i. Make Investments in Non-Shariah compliant instruments and against the guidelines of Shariah Advisor of the Fund.
- ii. Purchase or sell -
 - a. Bearer securities;
 - b. Real estate, commodities or commodity contracts;
 - c. Securities which result in assumption of unlimited liability (actual or contingent);
 - d. Anything other than Authorized Investments as defined herein;
- iii. Participate in a joint account with others in any transaction;
- iv. Take direct exposure to equities;
- v. Affect a short sale in a security whether listed or unlisted;
- vi. Purchase any security in a non Shariah compliant forward and future contract;
- vii. Take Exposure in any other Collective Investment Scheme;
- viii. 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;
- ix. Make any investment which will vest the Management Company

or its group with the management or control of the affairs of the investee company;

- x. invest in securities of the Management Company;
- xi. issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission;
- xii. apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission;
- xiii. 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;
- xiv. 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;
- xv. invest the subscription money until the closure of initial offering period;
- xvi. enter on behalf of the Scheme, into underwriting or sub- underwriting contracts.
- xvii. subscribe to an issue underwritten, co-underwritten or sub- underwritten by group companies of the Management Company.
- xviii. pledge any of the securities held or beneficially owned by the scheme except as allowed under the Regulations.
- xix. accept deposits.
- xx. make a loan or advance money to any person from the assets of the Scheme.

(d) 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 thirty per cent (30%) common directors or 30% or more shareholding in any other company, as per publicly disclosed information

(e) The investment in issued Islamic debt securities of a company shall not, at any time, exceed an amount equal to fifteen per cent (15%) of total Net Assets of the Scheme or fifteen per cent (15%) of that single issue, whichever is lower. In all other cases the exposure limit of ten per cent (10%) as specified in Regulation No. 55(5) of the Regulations shall prevail.

(f) The Management Company shall not invest more than thirty five per cent (35%) of total Net Assets of the Scheme in securities of any one sector as per classification of the stock exchange

(g) Where the Exposure of the Scheme exceeds the limits specified in sub-clause (d) and (e) above because of corporate actions or due to market price increase or decrease in Net Assets of the Scheme, the excess Exposure shall be regularized within Four (4) months of the breach of limits unless the said period of four (4) months is extended by the Commission on an application by the Management Company

(h) 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

- (i) Rating of any bank or DFI with which funds of the Scheme are placed shall not be lower than A.
 - (ii) Rating of Shariah Compliant debt instruments in the portfolio of the Scheme shall not lower than A.
- (i) Rating of any NBFC and Modaraba with which Funds are placed shall not be lower than A.
- (j) Weighted average time to maturity of net assets in Islamic debt/money market securities shall not exceed 4 years excluding Shariah Compliant Government Securities.
- (k) 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.
- (l) The Scheme shall invest at least twenty five per cent (25%) of the Net Assets in cash and near cash instruments which include cash in bank account (excluding TDRs) and Shariah Compliant Government Securities not exceeding ninety (90) days to maturity. This minimum cash and near cash requirements shall be calculated on the basis of the average for each calendar month
- (m) There shall be no restriction regarding time to maturity of any single asset and duration of a single security in the portfolio of the Scheme.
- (n) The Scheme shall not invest more than fifteen per cent (15%) of the Net Assets in non-traded securities including Reverse Repo, Bank Deposits, Certificates of Investments, Certificates of Musharakas and anything over six (6) months maturity which is not a marketable security.
- (o) Exposure to MTS and Spreads transactions shall not exceed forty per cent (40%) of the Net Assets of the Scheme.

Exemption to Investment Restrictions

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

3.4.1 Shari'ah compliant Financing Arrangements

(a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange Shari'ah compliant 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 shariah compliant borrowing.

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

(c) For the purposes of securing any such financing, the Trustee may on the instruction of the Management Company mortgage, charge or pledge in any manner all or any

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

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

(e) All financing shall be carried out based on Shariah compliant contracts with the prior approval from the Shariah advisor.

Any liability or loss incurred due to negligence of AMC/Wakeel or the Trustee shall be borne by them.

3.4.2 Restriction of Transactions with Connected Persons

(a) The Management Company in relation to the Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.

(b) The Management Company on behalf of the Scheme shall not without the approval of its Board of Directors in writing and consent of the Trustee, purchase or sell any security from or to any Connected Person or employee of the Management Company.

(c) Provided that above shall not be applicable on sale or redemptions of Units.

(d) For the purpose of sub-paragraphs (a) and (b) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

(e) All transactions carried out by or on behalf of the Scheme with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.

3.5 Risk Disclosure

Investors must realize that all investments in Islamic mutual Funds and securities are subject to market risks. Our target return 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:

- (a) **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.
- (b) **Credit Risk** - Credit Risk comprises of Default Risk, Credit and Spread Risk. Each can have negative impact on the value of the income and money market instruments including Sukuks etc:
- (c) **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;
- (d) **Credit Spread Risk** - Credit spread may be defined as 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;

- (e) **Downgrade Risk** - Downgrade risk is the risk that a credit rating agency, such as PACRA or JCR-VIS or any other reputed international credit rating agency will reduce the credit rating of an issuer's securities. Downgrades in credit rating will decrease the value of those fixed income securities including money market instruments.
- (f) **Market Risk or Price Risk** - The risk that the value of the fund due to its holding in securities rise and fall as a result of change in macro-economic factors, market sentiment, global economic stability and interest rate/markup fluctuations.
- (g) **Performance Risk** - Performance risk is the uncertainty relating to the performance of the Fund with respect to its ability to outperform the chosen benchmark.
- (h) **Liquidity Risk** - Liquidity risk is the possibility of deterioration in the price of a security
- (i) **Concentration Risk** - Any significant transaction made by any investor could significantly impact a Fund's cash flow. If the third party buys large amounts of Units of the Fund, the Fund could temporarily have a high cash balance. Conversely, if the third party redeems large amounts of Units of the Fund, the Fund may be required to fund the redemption by selling securities at an inopportune time. This unexpected sale may have a negative impact on the performance of the investment.
- (j) **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.
- (k) **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.
- (l) **Distribution Risk** - Dividends 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 unit holder. Unit holders 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.
- (m) **Shari'ah non-compliance Risk:**
The risk associated with employing funds in investments that are not consistent with the principles of Shari'ah.

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

3.6 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.

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.

Cleansing/Purification Process

-Non-Shari'ah compliant Investment

This refers to the Shariah non-compliant investment made by the Fund Manager and any other shari'ah compliant investment which subsequently became Non-Shari'ah compliant. The said investment will be disposed of / withdrawn with immediate effect. In the event, the disposal/withdrawal of the investment resulted in gain (through capital gain and/or dividend), the gain is to be channeled to any other charitable bodies as advised by the Shariah adviser.

Reclassification of Shariah Status of Investments For The Shariah-Compliant Funds

A security may be reclassified as Shari'ah non-compliant in the periodic review of the securities by the commission or any other relevant Islamic Shari'ah competent authorities. If the value of such Shariah non-compliant investment exceeds the original investment cost, such securities should be disposed as soon as practicable, which in any event such disposal should be done within one (1) month after the announcement day or receipt of such notice.

If the Shariah non-compliant investment is below the original investment cost, such securities is allowed to be kept until the total amount of dividends received and/or the market value/price equal the original investment costs. When the value of Shariah non-compliant investment equals the original investment cost, such securities should be disposed as soon as practicable, which in any event such disposal should be within one (1) month.

4. OPERATORS AND PRINCIPALS

4.1 Management Company

4.1.1. Organization

Habib Asset Management Limited ("HAML") is an Investment Advisory and Asset Management Company licensed under the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003. HAML was formed in 2007 and has a successful track record of almost eight years of managing mutual funds.

HAML has been able to successfully launch and manage 4 mutual funds including an Islamic Balanced Fund. The Mutual Funds currently under management include. First Habib Income Fund, First Habib Stock Fund, First Habib Cash Fund and First Habib Islamic Balanced Fund. All these funds are adequately performing funds in their respective categories.

HAML has been assigned Management Quality Rating of AM3 by The Pakistan Credit Rating Agency which denotes 'High management industry standards and benchmarks'.

4.2 Principal Shareholders

The current shareholding structure of Habib Asset Management Limited is as follows:

Shareholding of HAML

	Share holding %	Paid up Capital (Rs mln)
Bank Al-Habib Limited	30	69.00
Habib Family & Friends	70	161.00
Total	100	230.00

HAML enjoys a strong backing from its group companies i.e. Bank AL Habib Limited, the premier bank of Pakistan.

4.3. Board of Directors and Management of the Management Company

S.No.	Name of Director	Directorship in other Companies
1.	Mr. Ali Raza d. Habib, Chairman	Habib Sugar Mills Limited Habib Insurance Co. Limited Bank AL Habib Limited Habib & Sons (Pvt.) Limited
2.	Mr. Imran Azi m, CEO	Treet Corporation Limited Fecto Sugar Mills Limited
3.	Mr. Muhammad Ali Jameel	TPL Tracker Limited TPL Direct Insurance Ltd. Trakker Middle East LLC TRG Pakistan Limited Trakker Energy (Pvt.) Ltd. TPL Properties (Pvt.) Ltd.
4.	Mr. Mansoor Ali	None
5.	Mr. Liaquat Habib Merchant	None
6.	Vice Admiral @ Khalid M. Mir	None
7.	Mr. Sajjad Hussain Habib	Habibsons Investment Corp.

Mr. Ali Raza D. Habib - Chairman

Born in Bombay in 1942, Mr. Ali Raza D. Habib, is presently serving as the Managing Director & Chief Executive Officer of Habib Insurance Company Limited. He is the Chairman of Bank AL Habib Limited and Habib Asset Management Limited. He is also on the Board of Habib Sugar Mills Limited.

His early training program within the family group required of him to spend a short but adequate amount of time with Habib Bank Limited. He then went on to establish his career with Habib Insurance Company Limited as a young officer rising to become the Deputy General Manager of the Company. During this period of 13 years, he also served on the Fire & Marine Committee and in 1968 was appointed to the Central Committee, the governing body of the Insurance Association of Pakistan.

In 1969, Mr. Habib took up an assignment with Ali Asghar Textile Mills Limited, one of the three textile spinning units set up by the group in the Korangi Industrial Area of Karachi. These mills were later devastated by the unprecedented disaster of floods in 1977. Mr. Habib then established in 1979 of the Fabric Division of Habib Sugar Mills Limited, which even today has a high reputation on the exports of quality household textiles. In 1980, he set up Season & Styles Limited, a garment manufacturing unit, which at first branded firmly in the domestic market and a short while later advanced to secure sizeable export orders in the lucrative European markets.

In 1984, Mr. Habib was requested by the group to proceed to London and take charge of Habib & Sons Limited, the parent group trading company which had recently acquired a UK license for commercial activities. Around that time Habibsons Bank Limited, a UK registered bank was granted a license from Bank of England and Mr. Habib was given a position on the prestigious Board of Directors.

He returned to Pakistan in 1993 and soon after at the request of the Board of Habib Insurance Company Limited took charge as Managing Director and Chief Executive Officer, a position he continues to retain.

Mr. Imran Azim - Chief Executive

Mr. Imran Azim is MBA in finance and has more than twenty five years of experience in Mutual Fund Industry. He served NIT from 1977 to 1998 where he worked in almost all the departments including Investment, Marketing, Business Development and Accounts. After leaving NIT he joined Khalid Majid Hussain Rehman, a Chartered Accountants firm and later on joined Universal Insurance Company Limited. Prior to joining Habib Asset Management Limited he was Chief Executive of Haroon Oils Limited.

Mr. Mohammad Ali Jameel - Director

Mr. Mohammad Ali Jameel is the Group CEO of TPL Holdings (Pvt.). He is also the CEO of TPL Trakker Ltd. He is the Founding Director of TRG Pakistan Limited. Mr. Jameel's other business interests include TPL Direct Insurance, Pakistan's first direct insurance company, TPL Properties, a commercial real estate company and Trakker Energy Limited which is a joint venture with Heritage Oil & Gas Limited of Canada, involved in gas exploration in Pakistan. Formerly, Mr. Jameel was Chief Executive Officer of one of the largest brokerage firms in Pakistan. He has also held several advisory posts in the Pakistan's information technology and telecommunication sectors, including appointments on the Task Force on Telecom Deregulation. He is currently serving as a member of Economic Advisory Council (EAC), Ministry of Finance and Economic affairs and Reform Coordination Group constituted by the Minister for Finance & Economic Affairs. Mr. Jameel received his B.Sc. degree in Economics from the London School of Economics. He is also an Associate Member of the Institute of Chartered Accountants in England & Wales and qualified at KPMG Peat Marwick, London.

Mr. Mansoor Ali - Director

Mr. Mansoor Ali is presently working with Bank AL Habib Limited as General Manager. He is an MBA and has more than 20 years banking experience.

Vice Admiral (R) KHALID M.MIR - Director

He was commissioned from the British Royal Academy Dartmouth, UK in 1961 and was awarded the Queens Sword of Honor. In his distinguished naval career of 39 years, he

served as Commander Pakistan Fleet, Commander Karachi and Deputy Chief of Naval Staff. He also served as Managing Director Karachi Shipyard (KSEW), Chairman and Chief Executive of Karachi Port Trust (KPT) and Chairman Karachi Dock Labor Board (KLDB). His last appointment was ambassador of Pakistan to Lebanon and Cyprus. He is currently the President of IDA RIEU which is a Welfare Association for providing education to Blind and Deaf children and is also Vice Chairman of Karachi Council of Foreign Relations (KCFR). He has been awarded Tamgha-e-Imtiaz, Sitara-e-Basalat and Hilal-e-Imtiaz in service for the country.

Mr. Liaquat Habib Merchant - Director

Mr. Liaquat H Merchant is a lawyer by profession who qualified in Bombay (India) and has been practicing law since 1964. He is a barrister from Gray's Inn and has the distinction of being one of Pakistan's reputed civil lawyers. Liaquat Merchant is the grandson of Jinnah's sister Mariambai who lived in Bombay. Mr. Merchant was appointed as Administrator of the Estate of Quaid-i-Azam Mohammad Ali Jinnah by the High Court of Sindh at Karachi in 1980 and was also appointed as a Trustee of the Quaid-i-Azam Aligarh Education Trust by the same High Court in 1984. Liaquat Merchant is the Founder and Managing Trustee of the Jinnah Foundation (a registered charitable trust which renders services to the poor, needy and deserving sections of society in the field of human development (education and health)) as well as the Founder President of the Jinnah Society which was established by him to propagate the principles, ideals and vision of Quaid-i-Azam Mohammad Ali Jinnah as a nation building exercise. Liaquat Merchant is a former Deputy Attorney General for Pakistan and has established a large number of trusts and other non-governmental organizations in Pakistan on which he serves as a member. Education and health are his passion and social service takes up a large part of his time. Liaquat Merchant has responsible for various publications on Jinnah including Jinnah a Judicial Verdict, The Jinnah Anthology, M. A. Jinnah CD ROM Project, Quotes from the Quaid and Quaid-i-Azam Nay Farmaya (Urdu translation of Quotes from the Quaid). In recognition of the services rendered by Liaquat Merchant in the field of education and health and propagation of the ideals, principles and vision of Quaid-i-Azam Mohammad Ali Jinnah by his various publications and for establishing and managing various Jinnah related institutions involving public services, the President of Pakistan conferred Sitara-i-Imtiaz on him in the year 2008. Liaquat Merchant is the founder and Managing Partner of Liaquat Merchant Associates (LMA) a reputed law firm specializing in Banking, Finance, Insurance, Company Law, Corporate Consultancy, Merger and Acquisitions and Capital Markets. The firm has extensive local and foreign affiliations with other law practices.

Mr. Sajjad Hussain Habib

Mr. Sajjad Hussain Habib is BS Economics from Bentley College, USA. He is presently Managing Director of Habib Investment Corporation (UAE). He has 20 years banking experience in various positions.

4.3.1. Profile of the Management

Mr. Imran Azim - Chief Executive Officer

Mr. Imran Azim is MBA in finance and has more than twenty five years of experience in Mutual Fund Industry. He served NIT from 1977 to 1998 where he worked in almost all the departments including Investment, Marketing, Business Development and Accounts. His biggest achievement at NIT was launching of two new products i.e. Nai Life and Roshan Kal for small investors. After leaving NIT he joined Khalid Majid Hussain Rehman, a Chartered Accountants firm and later on he joined Universal Insurance Company Limited. Prior to joining Habib Asset Management Limited he was Chief Executive of Haroon Oils Limited.

Maleeha Mimi Bangash – Deputy CEO

Maleeha Mimi Bangash is Group Head, Habib Asset Management Ltd, the senior most executive (after the CEO), and she is overseeing the areas of Investments, Research and Operation, and Sales and Marketing. She has around 16 years of rich and varied national and international experience in leadership positions, including in Singapore, and Turkey, primarily in the areas of Asset Management/ Investment Management and Financial Services. She obtained her MBA (Investments and Finance) from University of

First Habib Islamic Income Fund

Chicago, Booth School of Business and graduated with Honors. She also has an MBA degree from LUMS. Ms. Bangash has worked with MCB AMC, UBL Fund Managers and JS Investments (all Asset Management Companies) in senior management positions. She also served as Member /Commissioner, Competition Commission of Pakistan, (CCP) when it was established.

Mr. Abbas Qurban – Chief Financial Officer & Company Secretary

Mr. Abbas Qurban is Fellow member of Institute of Cost & Management Accountants (ICMAP) and Institute of Public Finance Accountant (PIPFA). He is also Diplomaed from Institute of Bankers (IBP) and MBA (Finance). He has overall working experience of over 20 years in various financial services (modaraba, leasing, investment banking and Takaful) and manufacturing sectors like textile and packaging industry.

Mr. Junaid Kasbati - CIO

Mr. Junaid Kasbati is an MBA in Banking & Finance and possesses over 13 years of rich and valuable experience in Money/ Capital market. He is also an associate member of Financial Market Association of Pakistan (FMAP). Before joining Habib Asset Management he was Head of Treasury in Crescent Leasing Corporation Limited where he was supervising the money market and equity operations. He is working with Habib Asset Management Ltd. since 2006.

Ms. Ishrat Malik - Head of Marketing

Ms. Malik is an MBA and has more than Six years working experience with Habib Asset Management Limited (HAML). Prior to joining HAML she had worked with an NGO for about eight years and participated in a number of literacy projects. She is life time member of Rotary International.

Profile of the Shari'ah Advisor :

4.4. Performance of Listed Associated Companies and Funds under Management

4.4.1. Bank Al-Habib Limited

Figures in million	CY15	CY14	CY13	CY12	CY011	CY10	CY09	CY08
Paid-up Capital	11,114	11,114	10,104	10,104	8,786	8,786	6,101	4,785
Equity	37,856	32,628	25,282	23,814	19,854	16,066	14,104	11,633
Total Assets	639,712	578,919	460,727	453,106	384,282	301,552	249,806	177,324
Deposits	516,213	446,409	386,161	340,393	302,099	249,774	189,280	144,390
Net Profit	7,405	6,349	5,155	5,455	4,533	3,602	2,856	2,425
Earnings per Share	6.66	5.71	4.64	5.40	5.16	4.10	4.68	3.97

4.4.2. FUNDS UNDER THE MANAGEMENT OF THE HABIB ASSET MANAGEMENT LIMITED

	First Habib Income Fund	First Habib Stock Fund	First Habib Cash Fund	First Habib Islamic Balanced Fund
Launch Date	June 02, 2007	October 10, 2009	March 10, 2011	Nov. 09, 2012
Trustee	CDC Pakistan Limited	CDC Pakistan Limited	CDC Pakistan Limited	CDC Pakistan Limited
Net Asset Value 30-06-16	1,330.38 million	132.67 million	1,,034.53 million	113.03 million
Par value per unit	100	100	100	100

Listing	Pakistan Stock Exchange	Pakistan Stock Exchange	Pakistan Stock Exchange	Pakistan Stock Exchange
Benchmark	50% Avg. of 6 month Kibor and 50% 6 month bank deposit rate of 3 A- and above rated banks	KSE-30 Index (Total Return)	50% Avg. of 3 months bank deposit rates of 3 AA and above rated banks and 50% 3 months PKRV	KMI 30 index and the most recently published 3-Month deposit rates offered by three Islamic Banks/ windows rated A- and above based on
Rating	AA -(f) by PACRA	1 Star by JCR VIS	AA(f) by JCR VIS	2 Star by Pacra

4.5 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, the Deed and this Offering Document.

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

4.5.1 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.

4.5.2 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.

4.5.3 Appointment of Distributors

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

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

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

- (a) The Distributors to whom it delegates, have acquired registration within six months from SECP in line with SRO. 1160(I) 2015 dated November 25, 2015 as registered service providers; and the written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

The Management Company and Distributor shall not:

- I. involve either directly or indirectly in the mis-selling of Collective Investment Scheme;
 - II. 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;
- (b) The Management Company or distributor shall take reasonable care to ensure suitability of the scheme to the investor.
- (c) The Management Company or distributor shall ensure that;
- i. any performance reporting/ presentation is accompanied by all explanations, qualifications, limitations and other statements that are necessary to prevent such information from misleading investors.
 - ii. 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.
 - iii. performance is measured and presented after taking into account the risk-tolerance, investment objectives, level of understanding and knowledge of the recipient.

4.5.4 Appointment of Investment Facilitator

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

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

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

4.5.5 Maintenance of Accounts and Records

The Management Company shall maintain at its principal office, complete and proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, all transactions for the account of the Scheme, amounts received by the Scheme in respect of issue of Units, payments made from the Scheme on redemption of the Units and by way of distributions and payments made at the termination of the Scheme. The Management Company shall maintain the books of accounts and other records of the

Scheme for a period of not less than ten years.

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

(a) cash settled transaction based on the formal issuance and redemption requests.

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

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

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

4.6 Maintenance of Unit Holders Register

4.6.1. A Register of Unit Holders will be maintained by JWAFS Registrar Services (Pvt.) Limited or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.

4.6.2. The office of the Transfer Agent is located at 407-408, 4th Floor, Al-Ameera Centre, Shahrah-e-Iraq, Saddar, Karachi, where Register of Unit Holder will be maintained.

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

4.6.4. Disclaimer

The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the 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 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.

4.7 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.

4.7.1 Obligations under Regulations and Constitutive Document

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

4.7.2 Custody of Assets

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

4.7.3 Investment of Trust Property at direction of Management Company

The Trustee shall invest the Trust 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.

4.7.4 Carrying out instructions of the Management Company

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

4.7.5 Liabilities of the Trustee

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

liability 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 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.

4.7.6 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.

4.8 Shariah Advisor

Management Company, on its own expense, has appointed Mufti Ismaullah as the Shariah Advisor for the Fund. Mufti Ismatullah is qualified from Jamia Dar-ul-Uloom, Karachi, which is running by Mufti Muhammad Taqi Usmani and Mufti Muhammad Rafi Usmani. He is also Shariah Advisor of Bank Al Habib Limited, First Habib Islamic Balanced Fund, Pak Qatar Family Takaful and Pak Qatar General Takaful.

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

4.8.1 Duties and Responsibilities of Shariah Advisor

The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties. In case of any dispute between the Shari'ah Advisor and the management, the matter may be referred to Shari'ah Advisory Board ("SAB") of SECP for resolution.

The Shariah Adviser shall do the research as appropriate on the criteria followed by Islamic Unit Trusts all over the world for the purpose of screening of investments. The Shariah Advisor will then decide as to which screening criteria are relevant to be used in the context of Pakistan's capital markets and the instruments available therein, and which need to be modified/added/deleted.

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

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

The Shariah Advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and will recommend to the Management Company the criteria for selecting the Charities to whom such sums shall be donated, subject to the condition that such approved charity

organization is not related to the Shariah Adviser, Management Company or any of their employees.

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

Consult the Commission who may consult the Shariah Advisory Board where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process.

Ensure that the Shariah-compliant funds comply, with any guideline, ruling or decision issued by the Commission

4.9 Transfer Agent

The Management Company has appointed JWAFS Registrar Services (Pvt.) Limited, having its office at 407-408, 4th Floor, Al-Ameera Centre, Shahr-e-Iraq, Saddar, Karachi 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.

4.10 Custodian

Central Depository Company of Pakistan Limited, the Trustee will also be performing the functions of the custodian of the Fund 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 Fund Property.

4.11 Distributors/Facilitators

4.11.1 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.

4.11.2 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**.

4.11.3 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**.

4.12 Auditors

KPMG, Taseer Hadi Khalid & Co., Chartered Accountants

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.

4.12.1 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.

4.12.2 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.

4.12.3 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

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

4.13 Legal Advisors

The legal advisors of the Fund are:

Mohsin Tayebaly & Co.

Barristers & Advocates
2nd Floor, DIME Centre, BC-4, Block-9,
Civil Lines, Karachi, Pakistan

4.14 Bankers

Bankers to the Scheme are Bank AL Habib Limited and any other bank to be appointed by the Management Company. The Trustee shall maintain and operate the Bank Accounts of the Scheme at the said Bank(s).

4.14.1 Bank Accounts

(a) The Trustee, at the request of the Management Company, shall open Bank Account(s) titled CDC Trustee First Habib Islamic Income Fund for the Unit Trust at designated Bank(s) 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.

While opening and operating any type of account and/or making investments in offshore countries on the instructions of Management Company, if the Trustee is required to provide any indemnities to offshore parties then Trustee and the Fund would be counter indemnified by the Management company to such extent.

(b) The Management Company may also require the Trustee to open Shari'ah compliant Bank Account(s) as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.

(c) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

(d) 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.

(e) 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.

(f) The Trustee shall, if requested by the Management Company at its discretion also open a separate Account designated by the Management Company. 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 and have Trustee as common between them. such accounts shall be in the title of CDC Trustee First Habib Islamic Income Fund.

Bank Accounts shall only be opened in Scheduled Islamic Banks, Islamic banking windows of scheduled commercial banks. In case an account needs to be opened with a conventional bank, it shall only be a current account and it shall be opened after specific approval from the Shari'ah Advisor.

4.15 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.

4.16 Minimum Fund Size

The minimum size of First Habib Islamic Income Fund shall be one hundred million rupees at all times during the life of the scheme. In case of after the initial public offering or subsequently at any time if the size of open end scheme falls below that minimum size of one hundred million rupees, the asset management company shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for consecutive 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.

5. CHARACTERISTICS OF UNITS

5.1 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 Shariah Advisor and amending the Offering document.

5.2 Classes of Units

- a. Class "A" Units issued to the Investors participated before the Initial Period (Pre-IPO) and during Initial Period (IPO).
- b. Class "B" Units which shall be offered and issued after the Initial Period of Offer.

Management Company may introduce additional classes of units, via supplemental offering document(s).

□ Irrespective of the different classes of Units issued, all Units issued from time to time shall rank *pari passu* inter se and shall have such rights as are set out in the Trust Deed and this Offering Documents.

5.3 Types of Units

5.3.1 An investor shall, at the time of opening an account, select the type(s) of Unit(s) in which the investor wishes to invest, i.e. Growth Unit and/ or Income Unit.

5.3.2 The minimum amount of investment to open and maintain an account is Rs.10,000/- for Growth Units and Rs.100,000/- for Income Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove. Any such change shall be applicable to future Unit Holders only.

After the initial investment, Unit Holders of First Habib Islamic Income Fund may add a minimum of Rs.1,000/- per transaction at their convenience. Units of FHIIF (including fractions thereof) shall be issued against the amount received from the Unit Holder(s) in accordance with the procedure laid down in this Offering Document. The Management Company may alter the minimum amount required for opening, maintaining or adding to the account. Provided that in case of an upward change in the minimum amount required for maintaining the account or adding funds, the Management Company shall give seven days' notice to Unit Holders.

(i) **Growth Units:**

- The Unit value grows in line with the growth in the NAV, and the Unit Holders shall receive cash dividend and/or bonus units at the time of distribution as declared by the Board of Directors of the Management Company

(ii) **Income Units:**

- **The Unit value grows in line with the growth in the NAV, and the Unit Holders shall receive distribution income in the form of cash, if any distribution announced by the Fund**
- The Unit Holders, based on their own consent & instructions and with prior intimation to the Management Company, may exercise the option of redeeming a certain number of Units for fulfilling their requirement of a certain

cash amount at Regular Intervals (i.e. monthly, quarterly, semi-annually or annually). Such instructions shall be given in writing at the beginning or at the time of purchase of Units.

- Such periodic payment to the Income Units Holders shall be made by redeeming such number of Units as decided by the Management Company.

5.3.3 Such periodic payment shall be processed by the Management Company on the 30th day of each calendar month. Provided that if 30th day of the month of a certain regular interval is not a Dealing Day the redemption arrangement of Income Units would be transferred to the next Dealing Day.

5.3.4 Depending upon the instructions given by the Income-Unit Holders, the Income Units are further classified into two types:

(a) Flexible Income Units - The Flexible Income Unit Holders shall, at the time of purchase or beginning of a Regular Interval, authorize the Management Company to decide the quantum of part redemption of their Unit holdings at the end of every Regular Interval based on the performance (NAV growth) of the Fund during that Regular Interval.

If the value of investment increases (due to growth in NAV) during an interval, the Management Company will calculate the number of Units to be redeemed in such a manner that the total redemption value of such Units is equal to the increase in the value of investment during that interval.

If the value of investment falls (due to fall in NAV) during an interval, the Management Company will not redeem any Units at the end of that interval. The amount so redeemed (net of any applicable taxes) shall be made through payment instruments or transferred to the designated bank account within six (6) working days of the redemption.

(b) Fixed Income Units - The Fixed Income Unit Holders shall, at the time of purchase or beginning of a Regular Interval, specify a fixed cash amount required by them at Regular Intervals and authorize the Management Company to redeem (at the prevailing NAV) such number of Units from their holding that in rupee terms is equivalent to the specified fixed amount required at the end of every Regular Interval (net of applicable taxes).

The amount so redeemed shall be made through payment instruments or transferred to the designated bank account within six (6) working days of the redemption. As a result of operation of this Clause, the capital invested may deplete in case sufficient returns are not earned to cover the amount required by the Unit Holder.

5.4 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 of the Scheme shall be allocated on the basis of Purchase (Offer) Price applicable on the date of receipt of duly completed purchase application along with the online payment/ payment instrument within cutoff timings.

(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 a n y regulatory requirements.

5.5 Procedure for Purchase of Units

5.5.1 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 6.4.4 below by any qualified or authorized investor(s) including, but not limited to, the following:

(a) Citizens of Pakistan resident in Pakistan. In respect of minors below 18 years of age, applications 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.

(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?

5.5.2 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) In case of new investor before purchasing Units of the Fund an investor must open an account with Management Company using the Account Opening Form (HAML 01) attached to this Offering Document along with KYC 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) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

5.5.3 Joint Application

(a) Joint application can be made by up to four applicants. Such persons shall be deemed to hold Units on principal 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 principal 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 principal 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.

5.5.4 Purchase of Units

(a) After opening an account an account holder may purchase Units of the Fund using the Investment Application Form (HAML 02) 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 –First Habib Islamic Income Fund**
- Online transfer to Bank Account(s) of **CDC Trustee –First Habib Islamic Income Fund**
- Cheque (account payee only marked in favor of **CDC Trustee – First Habib Islamic Income 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 on their registered mobile number a SMS and/ or on registered email address an acknowledgment for the receipt of the application, other documents and the demand-draft, pay-order, cheque or deposit slip as the case may be. However; applicant may ask to get the hardcopies of the same. In case where the applicant does not have registered mobile number and email address, the Management Company will send the acknowledgement through registered post at their registered home address.

(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).

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.

5.5.5 Minimum Amount of Investment

The minimum amount of initial investment that is required to open a Unit Holder's account with the Management Company is Rs. 1,000/- (Rupees one Thousand only) for Growth Units and Rs. 100,000/- (Rupees One Hundred Thousand only) for Income Units. Subsequent to initial investment, the Unit Holders may invest minimum Rs. 100/- (Rupees One Hundred only) per transaction for Growth Units and Rs.5,000/- for

Income 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.

5.5.6 Determination of Purchase (Public Offer) Price

(a) Units offered during the Initial period will be as specified in Clause 2.6.

(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.

(ii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and

(iii) Such amount as the Management Company may consider an appropriate provision for Transaction Costs.

(iv) Such sum shall be adjusted upward to the nearest paisa.

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

(d) The Purchase (Offer) Price so determined shall apply to purchase requests, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which the completely and correctly filled purchase of Units application form is received.

(e) The Purchase (Offer) Price determined by the Management Company shall be made available to the public at the office and branches of the Distributors and will also be published daily on the Management Company's and MUFAP's website.

5.5.7 Allocation/ Issue of Units

(a) The Purchase Price determined shall apply to all Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.

(b) Units will be allocated at the Purchase Price as determined in clause 5.5.6. above and issued after realization of Funds in the bank account of the Fund.

(c) The Transfer Agent shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.

(d) In case the Management Company announces a suspension of further issue of Units of Fund, it may allow existing Unit Holder to continue acquiring Units out of any dividend declared on the Units held.

5.5.8 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.

5.5.9 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.

5.5.10 Issuance of Units in Book Entry form in CDS

Unit Holder may obtain Units in Book Entry form in CDS if and / or when the Fund becomes CDS eligible. The Issuance of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

5.6 Procedure for Redemption of Units

5.6.1 Who Can Apply?

All Unit Holders shall be eligible for redemption after the closure of the Initial Period. After the Initial Period all Unit Holders are eligible to redeem the said Units.

5.6.2 Redemption Application Procedure

5.6.2.1 Request for Redemption of Units shall be made by completing the prescribed redemption form (HAML-03) 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.

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

5.6.2.3 The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by

the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.

5.6.2.4 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. However the Transfer Agent will follow any subsequent change in the account operating instruction required by the Unit Holder or Holders as the case may be.

5.5.2.5 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint 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 SMS on registered mobile number and/ or 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 at their registered home address.

5.6.2.6 If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units. However, the Management Company may at its discretion cancel any such request without allowing 15 days rectification, the Unit Holder will then have to submit a fresh application for Redemption of Units.

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

5.6.2.8 The amount payable on redemption may be paid to the Unit Holder or principal 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 Management Company may request the Trustee to disburse the redemption proceeds to any third party/Authorized Representative upon specific or standing instruction of the Unit Holder as the case may be

5.6.2.9 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 including but not limited to such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the Commission. **The Management Company may redeem appropriate number of units from the account of Unit Holder to cover any transaction processing charges applicable on the mode of payment selected by the Unit Holder. Please refer to the website of the Management Company for current level of charges.**

5.6.2.10 The receipt of any amount payable in respect of the Units by the Unit Holder

or any Joint Holder, as the case may be, shall be a good discharge to the Trustee and the Management Company.

5.6.2.11 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 the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 5.12.4.

5.6.2.12 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.

5.6.3 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.

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

5.7.1 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.

5.7.2 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.

5.7.3 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 there from.

5.8 Determination of Redemption (Repurchase) Price

5.8.1 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;

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

5.8.2 Being a forward Pricing Scheme, the Repurchase (Redemption) Price so determined shall apply to properly filled redemption application, 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.

5.8.3 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.

5.9 Procedure for Requesting Change in Unit Holder Particulars

5.9.1 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 (HAML 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.

5.9.2 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.

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

(b) Fully completed Special Request/Instructions Form(s) have to be submitted by both Individuals and/or Institutional Investor(s). This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within Business Hours on a Dealing Day.

(c) The applicant must obtain a copy of the Special Request/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 Request/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.

5.9.3 Transfer, Nomination, Transmission and Systemic Conversion Procedure

5.9.3.1 Unit Holder may, subject to the law, transfer any Units held by them to any other person. The transfer shall be carried out after the Management Company/Transfer Agent has been satisfied that all the requisite formalities including the payment of applicable taxes and duties have been complied with.

5.9.3.2 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.

5.9.3.3 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.

5.9.3.4 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 AMCs/Wakeel 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.

5.9.3.5 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. **If considered necessary the Management Company may also require either heirship or succession certificate for the purpose of determining entitlement of the deceased Unit Holder's property.** 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.

5.9.3.6 A Unit Holder may convert the Units of the Scheme into Units of another scheme managed by the Management Company by submitting a form designated for this purpose either physically or electronically. Notwithstanding anything contained in this Offering Document, the Offer Prices applicable on the conversion shall be the price applicable for the day on which form is submitted. For the purpose of conversion

transaction applicable Cut Off timings of the respective Schemes shall be applicable. 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. The Management Company may impose a time limit before which conversion may not be allowed.

5.9.3.7 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.

5.10 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.

5.11 Procedure for Pledge / Lien / Charge of Units

5.11.1 Who Can Apply?

(a) All Unit Holders are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form [05]. 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 either singly or with Joint Unit Holder(s) (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 Pledgor 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 both Individuals and/or non-individuals 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 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.

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

5.12.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clauses 5.12.2 and 5.12.3, subject to compliance with Regulations (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.

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

5.12.3 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.

5.12.4 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 shariah compliant borrowing 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.

5.12.5 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 sell-off 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.

6. DISTRIBUTION POLICY

6.1 Declaration of Dividend

The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date / interim period whether to distribute among Unit Holders, profits, 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 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 Ordinance, 1984, 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.

6.2 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 requirement as may be applicable from time to time.

All the receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund Property, provided that 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.

6.3 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-holders 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. In case of pledged Units the dividend shall be

reinvested in pledgor's account after deducting applicable taxes and pledge shall be marked in favor of charge holder.

6.4 Dispatch of Dividend Advice

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

6.5 Reinvestment of Dividend

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

6.6 Bonus Units

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

6.7 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) or through Investment 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 after such deduction of applicable law shall be credited in accordance with the normal procedure already detailed above for Redemption of Units.

6.8 Closure of Register

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

7. FEE AND CHARGES

7.1 Fees and Charges Payable by an Investor

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

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.

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

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

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

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 types of Units, but Unit Holders within a type shall be charged same level of back end load. Management Company may change the current level of Back-end Load after giving 90 days prior notice to the Unit Holder through newspaper (either Urdu or English Newspaper) and via post and the unit holders shall be given an option to exit at the applicable NAV without charge of back end load as specified in the Regulation.

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

7.1.1 Other Charges

Transfer of Units from one owner to another shall be subject to a Processing charge as referred in Annexure B 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. Subject to consent of the Unit Holder at the time of executing any transaction, the Management Company may recover reasonable transactional charges either from the transaction proceeds or from the account of the Unit Holder by redeeming appropriate number of units.

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.

7.1.2 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 applicable law. Neither the Management Company nor the Trustee shall make any charge against the Unit Holders nor against the Trust Property nor against the Distribution Account for their services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Regulations and the Deed to be payable out of Trust Property.

Any cost associated with sales, marketing and advertisement of collective investments schemes shall not be charged to the collective investment schemes except as may be allowed by the Commission.

7.1.3 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

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

Distributors located outside Pakistan may, if so authorized by 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.

7.2 Fees and Charges Payable by the Fund

The following expenses shall be borne by the Fund:

7.2.1 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 payable on monthly basis (in arrears) is disclosed in **Annexure "A"**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject prior approval of SECP and after to giving a ninety (90) days prior notice to the unit holders and the unit holders shall be given an option to exit at the applicable NAV without charge of any exit load.

7.2.2 Remuneration of the Trustee

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

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.

7.3 Formation Costs

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

7.4 Other costs and expenses

Only the expenses allowed under the applicable laws shall be paid out of the Fund Property. Following are the example of charges which shall be payable out of the Fund Property, however the expenses chargeable to Fund Property shall be in accordance with the applicable laws:

- (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 registrable 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, shariah compliant borrowing costs;
- (v) Auditors' Fees and out of pocket expenses.

- (vi) printing costs and related expenses for issuing Fund's quarterly, half yearly and annual reports.
- (vii) Fundrating Fee payable to approved rating agency.
- (viii) Any amount which the Shariah Advisor may declare to be Haram and to be paid to Charity.
- (ix) registrar services, accounting, operation and valuation services related to CIS maximum up to 0.1% of average annual net assets of the Scheme or actual whichever is less.
- (x) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed.
- (xi) Fee pertaining to the Fund payable to the Commission.
- (xii) Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including Sales tax levied offered by Asset Management
- (xiii) Charges and levies of stock exchanges, national clearing and settlement company, CDC charges.
 - (i) *(Any amount which the Shari'ah Advisor may declare to be Haram and to be paid to approved charity institutions.)*
- (xiv) Any other expense permissible under Rules and Regulations from time to time and/or permitted by the Commission.
- (xv) Shariah Advisory Fee
- (xvi) Total Expense Ratio: Total Expense Ratio shall be capped up to 2% or any other limit as may be directed by SECP from time to time.

8. TAXATION

8.1 Taxation on the Income of the Fund

8.1.1 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 as applicable according to the relevant law;
- (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.

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

Notwithstanding the tax rate given above, the income from the Fund will be exempted from tax if not less than 90% of the income for the year as reduced by capital gains whether realized or unrealized 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 or unrealized capital gains as reduced by such expenses as are chargeable to the Fund.

8.2 Withholding tax

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

8.3 Zakat on Fund

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

8.4 Taxation and Zakat on Unit Holders

8.4.1 Taxation on Income from the Fund of the Unit Holder

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.

8.4.2 Unit Holders of the Fund will be subject to tax on dividend income distributed by the Fund at the applicable tax rate as mentioned in Income Tax Ordinance, 2001 on dividend income distributed by the Fund.

The tax deducted on dividend will be the final tax and the payer will be required to withhold the amount of tax at source from payment of dividend except payment to the banking Companies.

8.4.3 Capital gain arising from redemption of Units of the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.

8.4.4 Unitholders may be liable to pay tax even though they may not have earned any gain on their investment as return of capital through distribution to investors is also taxable as per Income Tax Ordinance, 2001.

8.4.5 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.

8.4.6 Tax Credit to Unit Holders

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

8.4.7 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.

8.5 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.

9. REPORTS TO UNIT HOLDERS

9.1 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 and providing such fee as specified that the Management Company may notify from time to time.

9.2 Financial Reporting

(a) The Management Company shall prepare and transmit the annual report physically (or through electronic means) in such form and manner as set out in SECP SRO 787 of 2014 and 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 SECP SRO 787 of 2014 and Regulations as amended or substituted from time to time.

9.3 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.

9.4 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.

10. WARNING AND DISCLAIMER

10.1 Warning

10.1.1 In case of any apprehension regarding the contents of this Offering Document, consultation of the bank manager, Legal/Shari'ah/Financial advisor is advised.

10.1.2 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. 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.

10.2 Disclaimer

10.2.1 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.

10.2.2 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:

Habib Asset Management Limited
1st Floor, Imperial Court, Dr.
Ziauddin Ahmed Road, 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) the Fund has reached its maturity date as specified in the Deed;

(ii) where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be revoked;

(iii) where the Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;

(iv) in the opinion of the Management Company the scheme is not commercially viable or purpose of the scheme cannot be accomplished subject to the consent of Trustee;

(v) The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.

(vi) On occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Fund to be revoked; and

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

11.5 Procedure and manner of Revocation of the Fund

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

11.6 Distribution of proceeds on Revocation

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

12. GLOSSARY

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

“Accounting Date” means the thirtieth day of June in each year and any interim date on which the financial statements of the Scheme 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 Management Company.

“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.

“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 / AMC / Wakeel” 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”

Authorized Investments are those as defined in the clause 3.2 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 Shariah compliant Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

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

“Business Day” means any day on which scheduled banks/stock exchanges are open for business in Pakistan.

“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 “A” of this Offering Document.

“Dealing Day” means that Business Day on which Units will be available for dealing (purchase, redemption, transfer, switching etc) 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) shall be transferred. Interest, income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).

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

“**Distribution Function**” means the functions with regard to:

- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- b. issuing receipts in respect of (a) above;
- c. 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;
- d. 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.
- e. the above functions may be performed electronically, if appropriate systems are in place.

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

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

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

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

“**Financial Sector**” shall comprise of the savings and term deposits / certificates/

securities/ instruments issued by the entities of Banking Sector, Financial Services Sector, Life Insurance Sector and Non- Life Insurance Sector as classified by Karachi Stock Exchange and DFIs.

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

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

“Front-end Load” means the Sales load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as determined by the Management Company. 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 2.6 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.

“Net Assets”, in relation to the Trust, means, the excess of assets over liabilities of the Scheme as calculated in accordance with the Regulations.

“Net Asset Value” or “NAV” means per 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 and the like.

“Ordinance” means the Companies Ordinance, 1984.

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

“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.

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

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

“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.

“Registrar Function” means the functions with regard to:

- a. Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;
- b. Issuing account statements to the Holders;
- c. Issuing Certificate, including Certificates in lieu of undistributed income to Holders;
- d. Cancelling old Certificates on redemption or replacement thereof;
- e. 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;
- f. Issuing and dispatching of Certificates;
- g. Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends;
- h. Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
- i. Maintaining record of lien/pledge/charge; and
- j. 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.

“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.

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

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

“Sukuk” means a type of Islamic bond that is backed by assets of the issuer that earn profit or rent.

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

“Transaction Costs” means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, *inter alia*, necessitated by creation or cancellation of Units, 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” means a company including a Bank that the Management Company shall appoint for performing the Registrar Functions. The Management Company may itself perform the Registrar Function.

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

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

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

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

ANNEXURE "A"

CURRENT LEVEL OF FRONT END LOAD, MANAGEMENT FEE AND EXPENSE RATIO

Front End Load Up to 1%

(No sales load to be charged to corporates/ employee funds/Trusts/NGOs)

An AMC/Wakeel shall ensure that no sales load is charged if the investor approaches directly for investment or where transactions are done online through a website

Any change in the Front-end Load, Back-end Load and Management Fee structure shall be notified through addendum

Management Fee

The Management Company shall charge a fee at the rate of 10% of the gross earnings of the scheme, calculated on a daily basis not exceeding the maximum rate of remuneration permitted under the Rules and Regulations.

The Fee is further subject to a minimum of 1% and maximum of 1.50% of average daily net assets of the scheme subject to guidelines as may be issued by the Commission from time to time.

Any change in the load and fee structure, provided it is within the maximum limit, shall be notified through an addendum to this annexure and/or by publication in a widely circulated newspaper, as and how the Commission may direct.

Cut off timings:

Monday to Friday

9:00am to 4:30pm

ANNEXURE 'B'

REMUNERATION OF TRUSTEE

Trustee Fee subject to review by either party. However any upward revision shall require prior approval of SECP.

The trustee remuneration shall consist of reimbursement of actual custodial expenses / charges plus the following tariff:

Up to 1 billion	0.17% p.a. of net assets
1 to 5 billion	Rs. 1.7 million plus 0.085% p.a. of net assets exceeding Rs. 1 billion
Over 5 billion	Rs.5.1 million plus 0.07% of net assets exceeding Rs.5 billion

ANNEXURE "C"

Designated Distribution Outlets

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

Habib Asset Management Limited

1st Floor, Imperial Court, Dr. Ziauddin Ahmed Road,

Karachi, Pakistan

UAN: +92 21 111-D-Habib) (111-342-342)

URL: www.habibfunds.com Email: marketing@habibfunds.com