RESTATED TRUST DEED
OF
JS ISLAMIC INCOME FUND

Dated: June 11, 2017

BY AND BETWEEN

JS INVESTMENTS LIMITED

AND

MCB FINANCIAL SERVICES LIMITED

Board of Revenue, Sindh
Face Sheet

SR Office:	Clifton-II	**Deed Type:**	Deed of Trust **Doc ID:**
Property Type:	Built-Up Shops Commercial Property	**Area:**	0 SQR FT

Property Details

District:	Karachi South	**Taluka/Town:**	Clifton Town II **Deh/Area:**
Complete Address:	Office at 7th Floor, The Forum, Plot # G-20, Khe-Jami, Block-9, Clifton Karachi	**Computer Number:**	BOR - 2017 - 9 - 1172

1st Party Detail:

MALIK ZAFFAR JAWAID 35202-2829971-3

1 More Members

2nd Party Detail:

KHAWAJA ANWAR HUSSAIN 42201-2413926-7

1 More Members

For Office Use Only:

RD No#: 185 RD Date: 27-Jul-2017

☐ Registration Fee:	50	☐ Advance Tax:	
☐ CVT:		☐ Municipal Tax:	
☐ Gain Tax:			
☐ Stamp Duty:	500		

Signature (Sub Registrar)

Audit Observation (if any):

Signature (Audit Officer)

JS INVESTMENTS LIMITED

13 JUN 2017

RESTATED TRUST DEED

JS ISLAMIC INCOME FUND (JSIIF)

(formerly JS Islamic Government Securities Fund)

(SHARIAH COMPLIANT WAKALAT UL ISTITHMAR BASED SCHEME

An Open End Shariah Compliant Income Scheme

xx-05-2017

Between

JS Investments Limited
(The Management Company)

And

MCB Financial Services Limited
(The Trustee)

The Shariah Advisor
Mufti Irshad Ahmed Ijaz on behalf of Al Hilal Shariah Advisors (Pvt)Ltd

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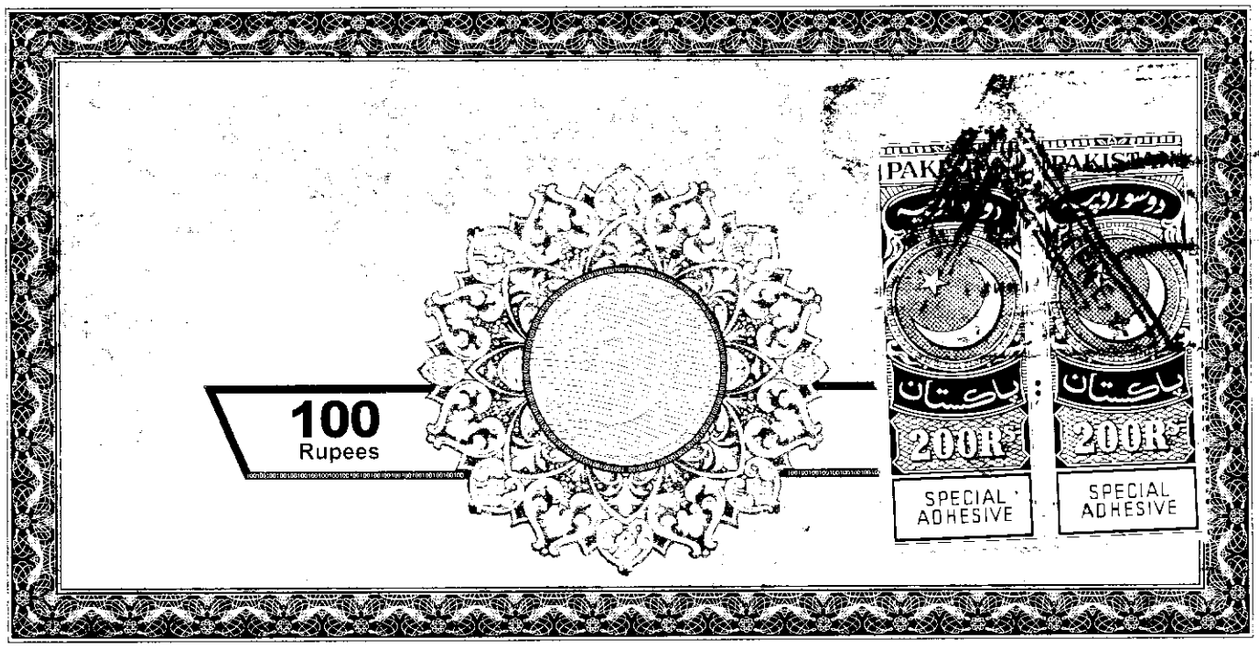

07 JUN 2017

13825 GHULAM HABIB (Advocate)
VRA No: 63

TRUST DEED

This RESTATED TRUST DEED is made and entered into at Karachi, on this ___ day of _____ 2017.

This Restated Trust Deed is vetted by Mufti Irshad Ahmad Ijaz, on behalf of Al-Hilal Shariah Advisors.

1. **Name of the Scheme**

JS Islamic Income Fund (JSIIF)
(formerly JS Islamic Government Securities Fund)

Reg No. 185
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Clifton Town Karachi

2. **Category, Type and Benchmark of the Scheme**

a. **Category:** Shariah Compliant Income Scheme (based on Wakalat ul Istithmar)

b. **Type:** Open-End

c. **Benchmark:** The Benchmark of the scheme shall be:

i. "Six (6) month average deposit rate of three (3) A-rated scheduled Islamic banks or Islamic windows of conventional banks as selected by MUFAP", OR

ii. Any other benchmark defined in the Offering Document of the scheme, whichever has been approved later.

3. **Participating Parties and Constitution of the Trust**

JS INVESTMENTS LIMITED (JSIL), a public limited company incorporated in Pakistan under the Companies Ordinance, 1984, listed on the Pakistan Stock Exchange (Guarantee) Limited, with its registered office at 7th Floor, The Forum, Block-9, G-20, Khayaban-e-Jami, Clifton, Karachi, Pakistan (hereinafter called the "**Management Company**", which expression, where the context so permits, shall include its successors-in-interest and assigns), of the **One Part**; and

AND

MCB FINANCIAL SERVICES LIMITED (MCBFSL), public limited company incorporated in Pakistan under the Companies Ordinance, 1984, having its registered office at 4th Floor, Pardesi House, 2/1 R-Y Old Queens Road Karachi – 74200 (hereinafter called the "Trustee", which expression, where the context so permits, shall include its successors-in-interest and assigns), of the other part.

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WITNESSETH:

A. The Management Company has been licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as the "SECP") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof) for the purpose of undertaking asset management services and investment advisory services, under License No. AMCW/08/JSIL/AMS/03/2016 dated May 04, 2016, attached hereto as Annexure **"A"**.

B. The Management Company has been authorized by the SECP vide its letter bearing reference No.SCD/AMCW/JS-IGSF/396-2013 dated January 21, 2013, attached herewith as Annexure **"B"** to constitute the Trust under the name and title of "JS Islamic Government Securities Fund (JSIGSF)" (hereinafter referred to as "the Scheme" or "the Trust" or "the Unit Trust" or "the Fund") and to register the Trust Deed ("the Deed"), pending registration of the Trust as a notified entity under Section 282CA of the Ordinance for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and the Trust Deed;

C. The Management Company and the Trustee have mutually agreed to amend and restate the Trust Deed in accordance with Clause 35 thereof regarding modifications; and the Scheme shall be renamed "JS Islamic Income Fund".

D. The Management Company has nominated and appointed MCBFSL as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure "C" attached herewith;

E. The SECP has also approved the appointment of the Trustee vide its letter bearing reference No. SCD/AMCW/JS-IGSF/395/2013 dated January 21, 2013 attached herewith as Annexure **"D"**;

F. The Management Company has appointed Al-Hilal Shariah Advisors (Pvt) Limited as Shari'ah Advisor.

4. Governing Law and Jurisdiction

4.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Ordinance, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and regulations as amended or replaced from time to time in so far as these do not conflict with the Shari'ah. Where any Rules or Regulations are amended, any directives are issued or amended, any directives are issued or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed pursuant to such new regulations, amendments, directive, relaxation or exemption shall be deemed to have been incorporated in this Trust Deed without requiring any modification unless specifically required by the SECP, in the event of any conflict between this Trust Deed and the provisions of the Rules Regulations, directives, circulars, the latter shall supersede and prevail over the provisions contained in this Trust Deed so far as these do not conflict with the Shari'ah.

4.2 The Fund shall be subject to the guidelines provided by the Shariah Advisor and Shariah regulatory provisions of SECP issued from time to time. The Fund shall be subject to the rules and regulations of the State Bank of Pakistan and the SECP with regard to the foreign Investments made by the Fund

and also with regard to investments that may be made in the Fund from outside Pakistan. The Investments made by the Fund in other countries and bank accounts and custodial services accounts that may be opened by the Trustee for the Fund in other countries on the instructions of the Management Company may become subject to the laws of such countries.

4.3 Subject to the Clause 23 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s), irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

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5. Declaration of Trust

5.1 Subject to the amount received from Pre IPO Investors, which shall be possessed by the Trustee in the capacity of custodian, shall be the right of those investors investing such amount till the time of IPO.

5.2 It is hereby irrevocably and unconditionally declared that:

a) The Trustee shall hold and stand possessed the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking pari passu inter se, according to the number of Units held by each Unit Holder(s);

b) The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Documents, the Rules, the Regulations, other regulatory provisions and conditions (if any) which may be imposed by the SECP and Shariah Advisor from time to time; and

c) The Management Company shall establish, manage, operate and administer the Fund in accordance with the Rules Regulations, any directive, circular or Shariah regulatory provisions on the matter this Deed and the Offering Document as issued or amended by SECP from time to time.

6. Effect of this Deed and Status of Unit Holder(s)

6.1 Deed Binding on Each Unit Holder

The terms and conditions of this Trust Deed as amended as per the term of Clause 20 of this Deed, from time to time shall be binding on each Unit Holder as if the Unit Holder had been party to it and shall be bound by its provisions and shall be deemed to have authorized and required the Trustee and the Management Company to do as required of them by the terms of this Deed and the Regulations.

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

No Unit Holder(s) shall be liable to make any further contributions to the Fund after he has paid the purchase price of the Units as specified in the Offering Document and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him.

6.3 Units to Rank Pari Passu

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

6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations, directives, circulars and Shariah provisions issued by the Commission.

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7. Role of the Management Company

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

7.2 The Management Company may from time to time, with the consent of the Trustee, frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided that such procedures are not inconsistent with the provisions of the Rules and the Regulations any directives, circulars, Shariah provisions and guidelines issued by SECP and this Deed.

7.3 The Management Company shall be responsible to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.

7.4 The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s). Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions

7.5 The Management Company may at its own responsibility and costs (to be borne either from the front end load or management fee received), from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by AMC shall be made available at all times on the website of the AMC.

7.6 The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations, this Deed and the Offering Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or wilful 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 this Deed and the Offering Document, the Management Company shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

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7.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.

7.8 The Management Company shall, from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement]

7.9 The Management Company shall provide the Trustee with regular reports indicating profit and other forms of income or inflows, relating to the investments that are due to be received.

7.10 The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof at the cost of the Fund.

7.11 The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc of Units in the Offering Document of the Scheme and on its website.

7.12 The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc of units of the Scheme have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.

7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

8. Role of the Trustee

8.1 The trustee shall perform its role as specified in the Rules, Regulation, Circulars, Shariah provisions and directives issued there under, this Deed and the Offering Document.

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

8.3 The Trustee shall under prior intimation to the Management Company appoint, remove or replace from time to time one or more bank(s) and/or other depository company(ies) etc. to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian.

8.4 The Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross negligence or any

reckless act or omission of the Trustee or any of its directors, officers, nominees or agents.

8.5 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this 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) 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

b) 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

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8.6 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

8.7 In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to 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.

8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.

8.9 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized director(s) and officer(s). All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided) all such losses, claims, damages and other liabilities shall be borne by the Trust.

8.10 The Trustee shall not be under any liability except such liability as may be expressly assumed by it

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under the Rules and Regulations and this Trust 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 gross negligence or that of its agents in relation to any custody of the Trust Property forming part of the Deposited Property. If for any reason it becomes impossible or impracticable to carry out the provisions of this Deed the Trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

8.11 The Trustee shall promptly forward to the Management Company within one Business Day any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock exchange or any other exchange.

9. Trust Property

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

9.2 The income earned on the investments of pre IPO Investors upto the start of IPO may be paid to such investors either in cash or issue additional units for an amount equal to the income earned, as selected by such investors.

9.3 Shariah compliant Bank accounts for the Fund shall always be in the name of the Trustee.

9.4 The Trust Property shall initially be constituted out of the proceeds received from investors till the time of Public Offering (PO) after deducting any applicable Duties and Charges, Transactions Costs and Front-end Loads therefrom.

9.5 All expenses incurred by the Trustee in effecting the registerable Investments in its name shall be payable out of the Trust Property.

9.6 The Trustee shall take the Trust Property of the scheme into its custody or under its control either directly or through the custodian and hold it in trust for the benefit of the unit holders in accordance with the provisions of the Regulation, applicable law and Deed.

9.7 Except as specifically provided in this Trust Deed, the Trust Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or the Custodian or any other person.

10. Voting Rights on Trust Property

10.1 All rights of voting attached to any Trust Property shall be exercisable by the Management

Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.

10.2 The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any investment in such form and in favor of such persons as the Management Company may require in writing.

10.3 The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for casting the vote in favor or against any resolution for a period of six years.

11. SHARI'AH GOVERNANCE / SHARIAH ADVISORY SERVICES

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11.1 All activities of the Fund shall be undertaken in accordance with the Shariah Guidelines provided by Shariah Advisor or Shariah regulatory provisions of SECP issued from time to time.

11.2 The Management Company shall appoint a Shariah Advisor who shall advise the Management Company on matters refereed in clause 11.4 of this deed.

11.3 The Shariah Advisor shall be appointed for a period mutually agreed between the Management Company and such Shari'ah Advisor, as disclosed in the Offering Document and may be re-appointed on completion of his term. The Management Company may terminate its agreement with the Shariah Advisor and appoint a new Shariah Advisor under intimation to the Trustee and SECP. Provided that till the appointment of new Shariah Adviser, the existing Shariah Adviser shall continue to perform his duties. Provided further that the Management Company shall inform the Commission at least one month in advance for change in the Shari'ah Advisor.

11.4 The Shariah Advisor shall:

(a) Provide technical guidance and support on various aspects of Shari'ah so as to enable the Management Company to operate the Fund as a Shari'ah Compliant collective investment scheme.

(b) at the end of Annual Accounting Period, issue a certificate, to be included in the Fund's financial reports, in respect of Shari'ah Compliance of the preceding year's operations of the Fund and the Shari'ah Advisor may, at the expense of the Fund, conduct such audits or other investigations as may be necessary for the issuance of the certificate.

(c) co-ordinate with the Management Company in drawing up of the Deed and other related material documents including Constitutive Documents for the formation of the Unit Trust and to further provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company to mould the Unit Trust into a riba free/Halal avenue of investment.

(d) do the research as appropriate for the purpose of screening of investments. The Shariah Advisor will then decide as to which criteria are relevant to be used in the context of Pakistani Markets and the instruments available therein, and which need to be modified/added/deleted.

(e) certify that all the provisions of the Constitutive Documents of the Fund and proposed Investments to be made on account of the Fund are Shariah compliant with the established criteria.

(f) evaluate and advise upon all new financial instruments as and when introduced for their Shariah permissibility.

(g) determine percentage of income and cash flows included in the income and cash flows of the companies in which the Fund has invested from activities not in accordance with the principles of the Shariah, and recommend to the Management Company the criteria for selecting the Charities registered under relevant Pakistani laws to whom such sums shall be donated.

(h) decide the methodology for calculation of "Haram income"

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11.5 Disclosure shall be made in the notes to the financial accounts of earnings prohibited by Shari'ah, if any, and how those amounts were disposed of.

11.6 Disclosure shall be made of whether the Zakat payment is the responsibility of the Fund or the responsibility of Unit Holders. The Fund shall also disclose the Zakat due for each Unit, if any.

11.7 The Auditor shall complete Shariah Compliance audit of the fund for each Accounting Period within four (4) months from the relevant Accounting Date, and shall issue a Shari'ah Compliance audit report.

11.8 The Auditor should be competent to carry out the Shariah Compliance audit, should have requisite knowledge of conducting Shariah Compliance audits and should have laid down systems and programs to carry out such audit. The Management Company shall, in consultation with the Trustee, determine the competence of the Auditor in this regard.

11.9 Subject to the Regulations, the Auditor shall verify the following aspects of the activities of the Fund, that is to say, whether:

(a) necessary approvals have been obtained from the Shariah Advisor in respect of transactions involving Shari'ah related matters;

(b) the Constitutive Documents contain all necessary information to make them Shariah Compliant;

(c) no misuse of Trust Property has been committed;

(d) Investments by the Fund were in Shariah Compliant Investments;

(e) costs charged to the Fund were in accordance with the Shariah requirements and terms of this Trust Deed;

(f) distributions to the Unit Holders are in accordance with the terms agreed upon; and

(g) any other matter; provided that the Auditor shall base his audit on tests usually applied in practice.

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12. Investment of Trust Property and Exposure Limits

12.1 Investment Objective

The objective of JS Islamic Income Fund (JSIIF) is to generate stable returns and ensure capital preservation in medium to long term by investing primarily in quality Sukuks, Government Securities, Bank Deposits and other debt instruments.

12.2 Investment Policy

The Investment Policy of the Fund shall be in accordance with the Rules, Regulations, circulars, Shariah provisions and directives issued by SECP and shall be specified in the Offering Document.

This Scheme shall invest only in permissible Shariah Compliant avenues or cash in Islamic Bank and / or Islamic Banking windows of conventional banks, as approved by the Commission and the Shariah Advisor.

12.3 Investment and Exposure Limits

The Trust Property shall be invested by the Trustee from time to time as directed by the Management Company subject to the provisions of Rules, Regulations, circulars, Shariah provisions and directives issued thereunder and the Offering Documents.

12.4 Shariah compliant Financing Arrangements / Restrictions

12.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange shariah compliant financing for account of the Scheme, with the approval of the Trustee and the Shariah Advisor from Banks, financial institutions, non-banking finance companies 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 per cent of the Net Asset of the Scheme at the time of financing or such other limit as specified by the Commission.

12.4.2 The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Scheme as permissible under Clause 11.4.1 above, shall not be higher than market norms.

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

12.4.4 For the purposes of securing any financing the Trustee may , subject to clause 11.4.1 above, on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property.

12.4.5 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.

12.4.6 All financing shall be done only through Islamic Banks, Islamic Banking windows of commercial banks, Islamic Financial institutions under Islamic Shariah based financial contracts.

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12.5 **Transactions with Connected Persons**

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

13. Valuation of Property and Pricing

13.1 Valuation of Assets & Liabilities and Net Asset Value of the Fund

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

13.2 Determination of Purchase (Offer) Price

13.2.1 On first day of Initial Public Offering Units will be offered at Initial Price as announced by Management Company and subsequently at the price calculated and announced by the Management Company for every Dealing Day through its website and MUFAP. After the Initial Period, the Offer Price offered through Public Offering shall be calculated and announced by the Management Company for every Dealing Day through its website and to Mutual Fund Association of Pakistan (MUFAP).

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

13.2.3 The Management Company may announce different classes of Units with differing levels of Sales Load, as specified in the Offering Documents.

13.3 Determination of Redemption Price

During the Initial Period, the Units shall not be redeemed. After the Initial Period, the Redemption Price shall be calculated and announced by the Management Company for every Dealing Day as specified in the Rules, Regulations, Circulars, Shariah Provisions and directives issued there under and the Offering Documents.

14. Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

14.1 Dealings in Units and Issuance of Certificates

14.1.1 Issuance, redemption, transfer, pledge/lien of Units and issuance and replacement of certificates shall be carried out in accordance with the requirements of Rules, Regulations, Circulars, Shariah Provisions and directives issued there under and the procedures for these shall be specified in the Offering Document.

14.1.2 Notwithstanding anything to the contrary contained herein, where the Units are declared as CDS Eligible Securities, all matters concerning issuance, transfer, pledge and redemption of such Units issued in book entry form or deposited in to the CDS shall be dealt with in accordance with the provisions of the Central Depositories Act, 1997 (XIX of 1997), the Central Depository Company of Pakistan Limited Regulations as amended from time to time, and any notifications or directions given by the Commission.

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14.2 Temporary Change in the Method of Dealing

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

14.3 Suspension of Redemption of Units

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

14.3.2 Redemption requests received on the day of the suspension may be rejected or would be redeemed at the redemption price on the first Dealing Day after the removal of the suspension

14.4 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 financing as it deems fit in the best interest of the 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 Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Subscription Day still exceeds 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.

14.5 Suspension of Fresh Issue of Units

14.5.1 The Management Company may, under certain circumstances, suspend issue of fresh Units. These circumstances may include

a) The situation referred in Clause 13.2 or 18 of this Deed;
b) A situation in which it is not possible to invest the amount received against issuance of fresh units or
c) Any other situation in which issuance of fresh units is, in Management Company's opinion, against the interests of the existing/remaining unit holders.

14.5.2 Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the 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.

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

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

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15. Fees and Charges

15.1 Remuneration of the Management Company and Its Agents

15.1.1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued thereunder.

15.1.2 The remuneration shall begin to accrue from the close of Initial Period as specified in Annexure C

15.1.3 Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month.

15.1.4 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) or against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and directives issued there under and this Deed to be payable out of Trust Property.

15.1.5 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Deed.

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15.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require ninety days prior notice to the unit holders. However, any decrease in remuneration of the Management Company shall not require such notice.

15.2 Remuneration of Trustee and Its Agents

15.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure "C". The remuneration shall begin to accrue from the close of Initial Period.

15.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.

15.2.3 In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Regulations and the Constitutive Documents.

15.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However, any decrease in remuneration of the Trustee shall not require such approval.

15.3 Formation Cost and its Treatment

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

15.3.2 The Formation Cost shall be reported by the Management Company to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units is completed.

15.3.3 Formation Cost shall be charged to the Scheme and shall not exceed such limits as specified in the Rules, Regulations, Circulars, Shariah Provisions or directives issued thereunder.

15.4 Other Costs and Expenses to be Charged to and Borne by the Trust

All other costs and expenses specified in the Rules, Regulations, Circulars, Shariah Provisions and directives issued there under shall be charged to and borne by the Trust and shall be specified in the Offering Document.

16. Determination of Distributable Profits

16.1 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 Scheme received or derived from sources other than unrealized capital gains as reduced by such expenses as are chargeable to the Scheme under these Regulations.

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Explanation.- 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 the SECP. Wherever the requirements of Regulations or the directives issued by SECP differs with the requirement of IAS the Regulations and the said directives shall prevail.

The Management Company may also announce interim dividend subject to requirements of Rules, Regulations, circulars, Shariah Provisions and directives.

16.2 Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, Zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before distribution for the relevant Holder.

16.3 The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a stock dividend, which would comprise bonus Units of the Scheme. 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.

16.4 Before making any payment in respect of a Unit, the Trustee or the Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

16.5 If any non-halal income is earned the same would be given as charity to an approved charity institution.

17. Change of the Management Company

17.1 The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and on the occurrence of such circumstances as are prescribed under the Regulations.

17.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules and Regulations.

17.3 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and at least ninety (90) days prior notice to the Trustee and the Unit Holders.

17.4 Upon a new management company being appointed the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration upto the effective date of removal or retirement.

17.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.

17.6 Furthermore, the Trustee may immediately in case of retirement, removal or cancellation of license of Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Trustee shall ensure that accounts of the Fund till the day of the appointment of the new management company are audited by such Auditor.

17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

17.8 The auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.

17.9 The audit report for the audit shall be submitted by the auditors to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Management Company and the new management company.

17.10 The costs of such audit shall be borne by the Fund.

18. Change of Trustee

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18.1 The Trustee may, subject to the prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of Trust Property of the Scheme by the newly appointed trustee, whichever is later.

18.2 In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Trust Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.

18.3 The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee.

18.4 Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of its removal or retirement.

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

18.6 The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such Auditor.

18.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management

Company and the Trustee.

18.8 The auditors shall have the scope as may be specified by the Management Company or Commission.

18.9 The audit report for the audit shall be submitted by the auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the new trustee.

18.10 The costs of such audit shall be borne by the Fund.

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19. Termination, Winding Up, Revocation and Liquidation of the Scheme

19.1 The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is 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.

19.2 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations.

19.3 After termination / revocation, liquidation proceeds shall be distributed, among the unit holders in proportion to the number of units held by them, in accordance with the procedures laid down in Regulations.

20. Base Currency

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

21. Modification of the Trust Deed

21.1 In case the amendments are proposed in the fundamental attribute of the Constitutive Document of an open end scheme including category of scheme, investment objective and policy, increase in management fee and increase in contingent load, the asset management company must give at least ninety days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Exit Load.

21.2 The Trustee and the Management Company acting together shall be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the prior approval of the SECP and the Shariah Advisor and prior written notice to the Unit Holders and subject to the condition that it does not prejudice the interests of unit holders.

21.3 If, at any time, any Clause of this Trust Deed is, or becomes, in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Trust Deed, nor the legality, validity or

enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

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22. Audit

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

23. Arbitration

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

24. Confidentiality

The Trustee and the Management Company and every director or officer of the Trustee and the Management Company who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or the Management Company in connection with the business of the Trust shall observe strict confidentiality in respect of all transactions of the Trust, its Holders and all matters relating thereto and shall not disclose any information or document which may come to their knowledge or possession in the discharge of their duties except when required to do so in the ordinary course of performance of their duties or by law or if compelled by any court of law or a competent authority.

25. Miscellaneous

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

25.2 Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.

25.3 Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have

been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.

25.4 A copy of this Trust Deed and of any Supplemental Deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge of Rs.100/- (Rupees One Hundred) per copy or at such rate as determined from time to time by the Management Company.

26. Definitions

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Unless the context requires otherwise the following words or expressions when used in this Trust Deed shall have the meaning respectively assigned to them:

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

26.2 **"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.

26.3 **"Annual Accounting Period" or "Financial Year"** means the period commence on 1st July and shall end on 30th June of the succeeding calendar year (Delete if not used or substitutable)

26.4 **"Asset Management Company"** means an asset management company as defined in the Rules and Regulations.

26.5 **"Auditor"** means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations, who is familiar with the relevant Shariah standards.

26.6 **"Authorized Branches"** means those branches of Distributors which are allowed by the Management Company to deal in Units of the Funds managed by the Management Company.

26.7 **"Authorized Investments"** means: any investment which may be authorized by the Commission but does not include restricted investments as specified in the Offering Documents from time to time.

26.8 **"Back-end Load"** means charges deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of units, but unitholders within a class shall be charged same level of back end load as disclosed in the Offering Document.

26.9 **"Bank"** means Islamic banks and Islamic banking windows of conventional banks 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.

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26.10 **"Bank Accounts"** means those account(s) opened and maintained for the Trust by the Trustee at Islamic Banks or Islamic banking windows of conventional banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

26.11 **"Business Day"** means any day (business hours thereof as specified in the Offering Document) on which banks are open for business in Pakistan.

26.12 **"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 this Trust Deed.

26.13 **"Charity"** means amount paid by the Trustee, upon instruction of the Management Company and in consultation with the Shari'ah Advisor, out of the income of the Fund to Charitable Trust/welfare organization, representing income which is impermissible Haram.

26.14 **"Constitutive Documents"** means the Trust Deed or such other documents as defined in the Regulations.

26.15 **"Contingent Load"** means amount payable by the Unit Holder on redemption of Units at actual basis as specified in the Offering Document. Any such amount would be treated as part of the Deposited Property.

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

26.17 **"Cut Off Timings"** means day time for dealing in Units of the Fund. The Details of Cut-off Time will be prescribed in Offering Document of the Fund.

26.18 **"Dealing Day"** means that Business Day on which Units will be available for dealing (purchase, redemption, transfer, switching etc.). The cut-off timings for issuance, redemption, and conversion etc. of units of the Scheme will be as defined in the Offering Documents on all Dealing Days. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in a widely circulated newspaper in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

26.19 **"Distribution Account"** means the Shariah compliant bank account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) may be transferred. 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).

26.20 **"Distributor / Distribution Company"** means a company/ firm appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function.

26.21 **"Duties and Charges"** means in relation to any particular transaction or dealing all stamp and

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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.

26.22 **"Exit Load"** means contingent load, back end load and any other charges as may be applied by Management Company.

26.23 **"Financial Institution"** carries the same meaning as defined under the Companies Ordinance 1984.

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

26.25 **"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.

26.26 **"Front-end Load"** means the Sales Load which may be included in the Offer Price of the Units, as defined in Offering Document.

26.27 **"Haram Income"** means any income prohibited by the Shariah.

26.28 **"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 this Trust Deed.

26.29 **"Initial Period"** means Initial Fund Offer Period

26.30 **"Initial Price"** means the price per Unit on the first day of the Initial Period determined by the Management Company as mentioned in the Offer Document.

26.31 **"Investment"** means any Authorized Investment forming part of the Trust Property.

26.32 **"Investment Facilitators/Advisors/Sales Agents"** means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents.

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

26.34 **"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.

26.35 **"Offer Price" or "Purchase Price"** means the sum to be paid by investor(s) for the purchase of one Unit of the Scheme. Such price is to be determined in accordance with Clause 12.2 of this Trust Deed.

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

26.37 **"On-line"** means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.

26.38 **"Ordinance"** means the Companies Ordinance, 1984.

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26.39 **"Par Value"** means the face value of a Unit i.e. Rs. __ or such other amount determined by the Management Company from time to time and disclosed in the Offering Document of the Trust.

26.40 **"Redemption Price"** means the amount to be paid to the relevant Unit Holder(s) upon redemption of that Unit, such amount to be determined pursuant to Clause 12.3 of this Trust Deed.

26.41 **"Register"** means the Register of the Unit Holder(s) kept pursuant to the Regulations and this Trust Deed.

26.42 **"Registrar Functions"** means the functions with regard to:

a) maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);

b) issuing account statements to the Unit Holder(s);

c) issuing Certificates;

d) canceling 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 Unit Holder(s);

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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; and

h) Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.

26.43 **"Regulations"** mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 as amended from time to time,

26.44 **"Rules"** mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from time to time.

26.45 **"Sales Load"** includes the Front-end and Back-end loads and any processing charge or commission (excluding Duties and Charges) not exceeding three percent of the Net Asset Value or as may be allowed under the Regulations, which may be included in the Offer Price of all or certain class of Units or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of units.

26.46 **"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.

26.47 **"Stock Exchange"** means a Stock Exchange registered under the Securities and Exchange Ordinance, 1969.

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26.48 **"Supplemental Deed"** means a deed supplemental to this Deed, executed by the Management Company and the Trustee, after seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of this Deed or any other Supplemental Deed in such manner and to such extent as may be considered expedient for all purposes, which shall be consolidated, read and construed together with this Deed.

26.49 **"Supplementary Offering Document"** means a document issued to modify, add to, alter and amend, amend and restate or to make any other amendment to the Offering Document in such manner and to such extent as considered expedient for all purposes by the Management Company, with the consent of the Trustee, after seeking approval of the SECP, and the same shall be consolidated, read and construed together with the Offering Document."

26.50 **"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 or issuance or redemption 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.

26.51 **"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.

26.52 **"Trust" or "Unit Trust" or "Fund" or "JS Islamic Income Fund" or "JSIIF" or "Scheme"**

means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units of the Trust.

26.53 **"Trust Deed" or "Deed"** means this trust deed executed between the Management Company and the Trustee along with all the exhibits appended hereto, , and includes any Supplemental Deed.

26.54 **"Unit"** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.

26.55 **"Zakat"** has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

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

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SUB-REGISTRAR-II CLIFTON TOWN KARACHI

IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned herein above.

The Common Seal of JS Investments Limited was hereunto affixed in the presence of:

WITNESSES:

SEAL:

JS INVESTMENTS LIMITED KARACHI

1. _____
Name: Malik Zafar Javed
Designation: Head of Operations
NIC No.:_____

2. _____
Name: Khawar Iqbal
Designation: Chief Financial Officer
NIC No: _____

FOR MCB FINANCIAL SERVICES LIMITED

Reg No. 185
Sub Registrar
Clifton Town Karachi

SEAL:

MCB Financial Services Limited Karachi

1. _____
Name: KHAWAJA ANWAR HUSAIN SYED
Designation: CHIEF EXECUTIVE OFFICER
NIC No.:_____

2. _____
Name: FAISAL AMIN
Designation: HEAD OF OPERATIONS
NIC No.: 42101-1485443-3

WITNESSES:

1. _____
Name: YAWER HUSSAIN
Designation: MANAGER PRODUCTS
NIC No.: 42301-0494231-1

2. _____
Name: Muhammad Aslam Saeed
Designation: _____
NIC No: 42201-3009614-9

YAWER [illegible] QADRI
[illegible] High Court
A-28, Court Chambers
City Court Karachi
Leg. No. 4398/H.C

states that he personally knows the above executant and identifies

Date: 13-06-2017

Adj: For Clearance of Pay Order

SUB REGISTRAR-II
CLIFTON TOWN
KARACHI

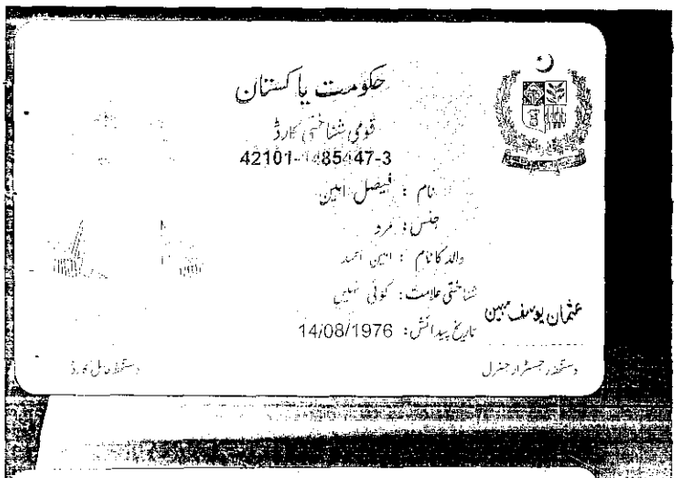
RD:185/SRO:13/
DocType:34

Registered No. 185
Book No. V
Date 27-07-2017

REGISTRAR-II CLIFTON TOWN KARACHI

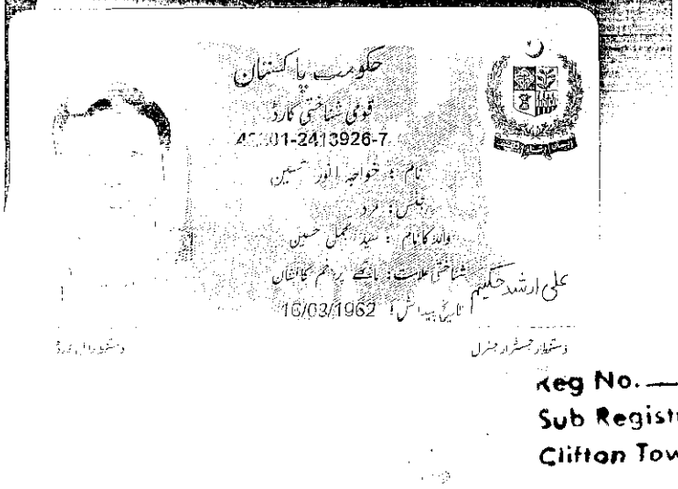
Pay Order Cleared hence Documents
Ordered to be registration

SUB-REGISTRAR-II
CLIFTON TOWN
KARACHI



حکومت پاکستان
قومی شناختی کارڈ
42101-1485447-3
نام : فیصل امین
جنس : مرد
والد کا نام : امین احمد
شناختی علامت : کوئی نہیں
تاریخ پیدائش : 14/08/1976
عثمان یوسف مہین
دستخط حامل کارڈ
دستخط رجسٹرار جنرل

شناختی نمبر : 42101-1485447-3 خاندان نمبر : L3C26K
موجودہ پتہ : مکان نمبر A-26، محلہ بفرزون نارتھ ناظم آباد ٹاؤن، سیکٹر 15-B
کراچی، تحصیل و ضلع کراچی وسطی
مستقل پتہ : ایضاً
تاریخ اجراء : 30/12/2016 تاریخ تنسیخ : 30/12/2026
گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں
پرانا شناختی نمبر 50178851072



حکومت پاکستان
قومی شناختی کارڈ
42201-2413926-7
نام : خواجہ انور حسین
جنس : مرد
والد کا نام : سید کھلی حسین
شناختی علامت : بائیسے برہم نگاشاں
تاریخ پیدائش : 16/03/1962
علی ارشد حکیم
دستخط حامل کارڈ
دستخط رجسٹرار جنرل

شناختی نمبر : 42201-2413926-7 خاندان نمبر : JK4G96
موجودہ پتہ : مکان نمبر A-64، محلہ لانگ لائف بنگلوز گلستانِ جوہر، بلاک 17
کراچی، تحصیل و ضلع کراچی شرقی
مستقل پتہ : ایضاً
تاریخ اجراء : 25/04/2012 تاریخ تنسیخ : 25/04/2022
گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں
پرانا شناختی نمبر 50152339284

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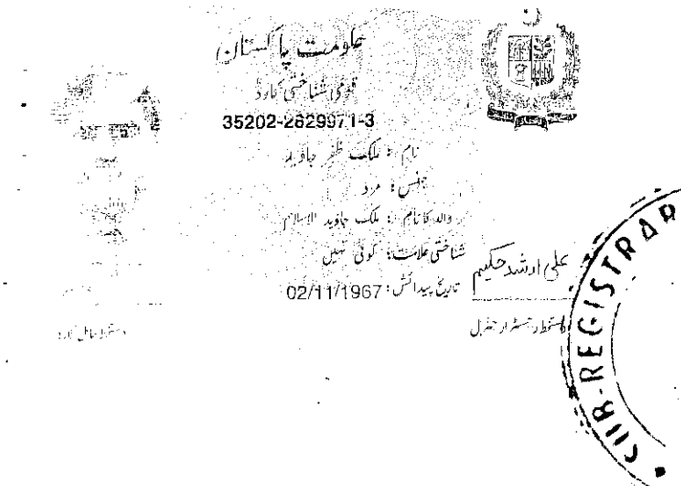
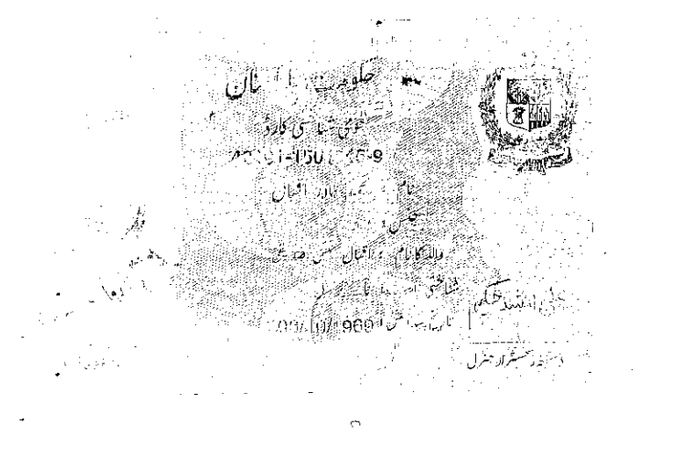
Sub Registrar-II
Clifton Town Karachi



حکومت پاکستان
قومی شناختی کارڈ
35202-2829971-3
نام : ملک ظفر جاوید
جنس : مرد
والد کا نام : ملک جاوید الاسلام
شناختی علامت : کوئی نہیں
تاریخ پیدائش : 02/11/1967
علی ارشد حکیم
دستخط حامل کارڈ
دستخط رجسٹرار جنرل

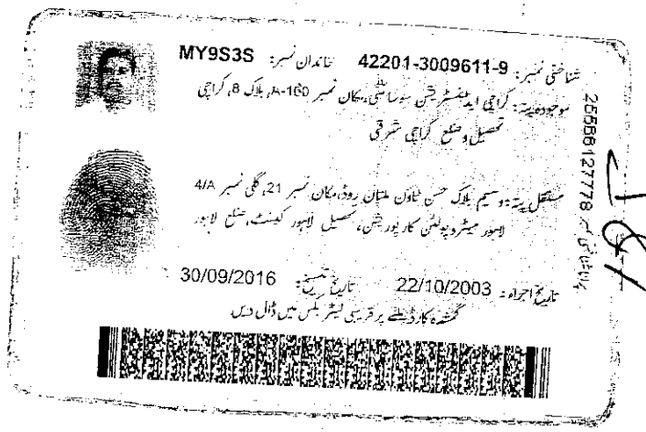
شناختی نمبر : 35202-2829971-3 خاندان نمبر : F84G6B
موجودہ پتہ : 2ND فلور الحبیب اپارٹمنٹ، فلیٹ نمبر C-205، محلہ گلشن
بلاک 8، کراچی جنوبی
مستقل پتہ : مکان نمبر 109، بلاک اے گلشن راوی ملتان روڈ، لاہور
ڈاکخانہ ملتان روڈ، تحصیل لاہور سٹی، ضلع لاہور
تاریخ اجراء : 09/02/2009 تاریخ تنسیخ : 31/01/2018
گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں
پرانا شناختی نمبر 27267073851

CNIC REGISTRAR-II KARACHI

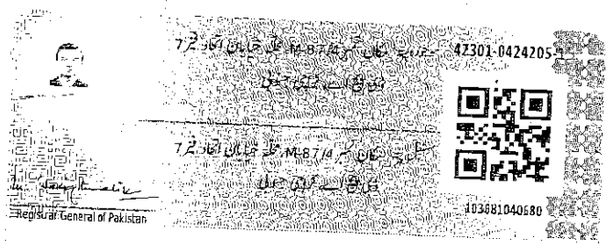


حکومت پاکستان
قومی شناختی کارڈ
42101-1501245-9
نام : محمد بلال افضال
جنس : مرد
والد کا نام : محمد افضال
شناختی علامت : [illegible]
تاریخ پیدائش : 06/07/1969
علی ارشد حکیم
دستخط حامل کارڈ
دستخط رجسٹرار جنرل

شناختی نمبر : 42101-1501245-9 خاندان نمبر : IN5B71
موجودہ پتہ : فلیٹ نمبر B-15، محلہ القدوس اپارٹمنٹ گلشن اقبال، بلاک 13-C
کراچی شرقی
مستقل پتہ : مکان نمبر A/212، گلی/محلہ 11 شمالی ناظم آباد بلاک-I، کراچی
تحصیل و ضلع کراچی وسطی
تاریخ اجراء : 06/06/2011 تاریخ تنسیخ : 31/05/2020
گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں
پرانا شناختی نمبر 50229006311

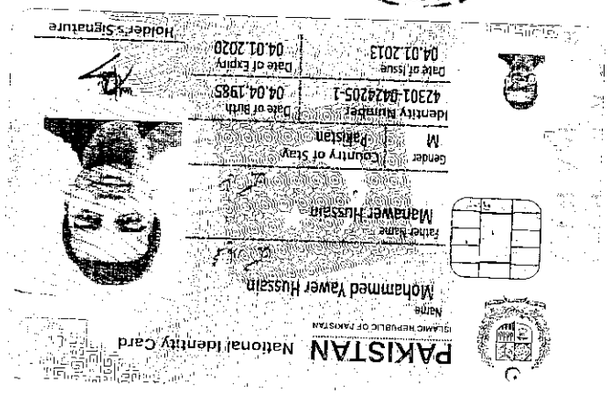


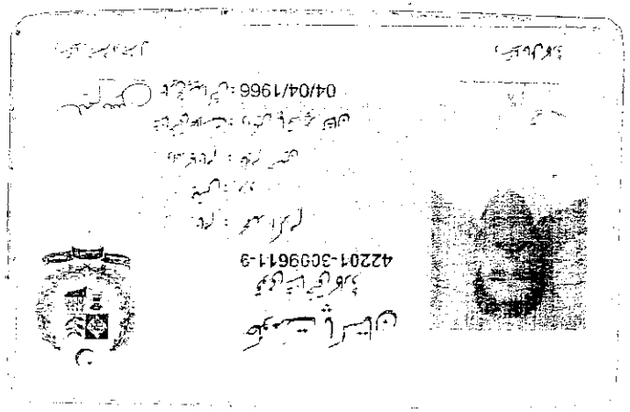
Reg No. 12
Sub Registrar-II
Clifton Town Karachi



گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں

CLIFTON TOWN • SUB REGISTRAR-II •





ANNEXURE - N

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

SECP

Licence No. AMCW/02/JSIL/AMS/03 /2016 Islamabad, May 04, 2016

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

Reg. No. 541
Sub-Registrar-II
Saddar Town Karachi

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Asset Management Services** submitted by **JS Investments Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 as amended through S.R.O.1131(1) 2007, S.R.O. 271(I)/2010, S.R.O 570(I)/2012 and S.R.O 1002(I)/2015 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **JS Investments Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter;

(I) **JS Investments Limited** shall comply with the Companies Ordinance, 1984, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;

(II) **JS Investments Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and

(III) This license is valid for a period of three years **w.e.f. May 14, 2016** and shall be renewable every three years as specified in the Rules.

Reg No. 185
Sub Registrar-II
Clifton Town Karachi

"Say no to Corruption"

(Zafar Abdullah)
Commissioner (SCD)

SUB REGISTRAR-II CLIFTON TOWN KARACHI

ANNEXURE – "B"

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

No. SCD/AMCW/JS-IGSF/396/2013 January 21, 2013

Chief Executive Officer,
JS Investments Limited,
7th Floor, The Forum, Block 9, Clifton
Karachi

SUBJECT: **NOC FOR THE REGISTRATION OF TRUST DEED OF JS ISLAMIC GOVERNMENT SECURITIES FUND**

Dear Sir,

I am directed to refer to your application dated January 18, 2013 whereby JS Investments Limited (JSIL) has submitted the draft trust deed of proposed JS Islamic Government Securities Fund (the "Fund") to be executed between JSIL (the "Management Company") and MCB Financial Services Limited (the "Trustee").

In this regard, the Securities and Exchange Commission of Pakistan has no objection to the registration of the trust deed of proposed Fund under the Trusts Act, 1882. The clearance of the draft trust deed is without prejudice to the conditions and the requirements stipulated in the license issued in favor of the Management Company, the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations 2008. Further action will be taken on receipt of duly registered copy of the trust deed.

Reg No. 185
Sub Registrar-II
Clifton Town Karachi

Yours truly,

(Javed Akhtar Malik)
Deputy Director

No. 25
Sub-Registrar-II
Clifton Town, Karachi

Cc:

Chief Executive Officer,
MCB Financial Services Limited – Trustee,
3rd Floor, Adamjee House, I. I. Chundrigar Road,
Karachi – 74000

REGISTRAR-II CLIFTON TOWN

ANNEXURE 'C'

REMUNERATION OF TRUSTEE AND ITS AGENT

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

Net Assets	Charges
Up to Rs. One (1) Billion	Rs. 0.5 million or 0.12% per annum of the Net Assets, whichever is higher
Above Rs. One (1) Billion	Rs. 1.2 million or 0.060% per annum of the Net Asset or amount exceeding 1 billion.

Reg No. 685
Sub Registrar-II
Clifton Town Karachi

ANNEXURE - "D"

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

SECP

No. SCD/AMCW/JS-IGSF/ 395 /2013 January 21, 2013

Chief Executive Officer,
JS Investments Limited,
7th Floor, The Forum, Block 9, Clifton
Karachi

SUBJECT: APPOINTMENT OF TRUSTEE OF PROPOSED JS ISLAMIC GOVERNMENT SECURITIES FUND

Dear Sir,

I am directed to refer to your letter January 11, 2013 on the captioned subject and to convey approval of the Securities and Exchange Commission of Pakistan for the appointment of MCB Financial Services Limited as a Trustee of the proposed JS Islamic Government Securities Fund under Regulation 39 of Non-Banking Finance Companies and Notified Entities Regulations 2008.

Reg No. 125
Sub Registrar-II
Clifton Town Karachi

Yours truly,

(Javed Akhtar Malik)
Deputy Director

Chief Executive Officer,
MCB Financial Services Limited – Trustee,
3rd Floor, Adamjee House, I. I. Chundrigar Road,
Karachi – 74000

No. 25
Sub-Registrar-II
Saddar Town, Karachi

SUB-REGISTRAR-II CLIFTON TOWN

JS investments

JS Investments Limited
7th Floor, The Forum
Block 9, Clifton
Karachi, Pakistan
www.jsil.com
UAN: (+92 21) 111 222 626
Fax: (+92 21) 3536 1721

Extracts of Resolutions Passed Through Circulation by the Executive Committee of the Board of Directors of JS Investments Limited on August 02, 2012

RESOLVED that JS Investments Limited be and is hereby authorized to launch an open ended Shariah Compliant Income Scheme in the name of JS Islamic Government Securities Fund (earlier named as JS Islamic Government Bond Fund).

FURTHER RESOLVED that MCB Financial Services Limited be and is hereby appointed as Trustee of JS Islamic Government Securities Fund.

FURTHER RESOLVED that Molana Abdullah Najeeb Siddiqui and Molana Hassan Ashraf Usmani be and are hereby appointed as the members of Shariah Advisory Council of JS Islamic Government Securities Fund.

FURTHER RESOLVED that any two of the following officers of the Company namely, Mr. Rashid Mansur, Mr. Muhammad Khawar Iqbal, Mr. Malik Zafar Javaid, Ms. Maleeha Mirji Bangash and Mr. Assad Hameed Khan be and are hereby authorized jointly to sign the Trust Deed and such other documents as may be required for and on behalf of JS Investments Limited in respect of JS Islamic Government Securities Fund.

Reg No. 185
Sub Registrar-II
Clifton Town Karachi

FURTHER RESOLVED that the CEO and the Company Secretary be and are hereby authorized to affix Common Seal of the Company on the Trust Deed of JS Islamic Government Securities Fund.

Certified True Copy

Muhammad Khawar Iqbal
Company Secretary

Rashid Mansur
Chief Executive Officer

Dated: January 21, 2013

SUB-REGISTRAR-II CLIFTON TOWN
JS INVESTMENTS LIMITED KARACHI