MANAGEMENT COMPANY (WAKEEL)	TRUSTEE	SHARIAH ADVISOR
JS Investments Limited Registered Office: 7th Floor, The Forum, G-20, Khayaban-e-Jami, Clifton, Block 9, Karachi	MCB Financial Services Limited Business Office: 4th Floor, Pardesi House, 2/1 R-Y Old Queens Road, Karachi – 74200	Mufti Irshad Ahmed Ijaz on behalf of Al Hilal Shariah Advisors (Pvt)Ltd Registered Address: 619.6th Floor, Clifton Centre, Block No 05 new Schon Circle, Clifton, Karachi

JS ISLAMIC HYBRID FUND OF FUNDS

(Shariah Compliant Fund of Funds Unit Trust Scheme With Allocation Baskets/Plans)

Wakalatul Istithmar Based Fund

OFFERING DOCUMENT

Managed by JS Investments Limited

Initial Offering Period for Public: 7th June 2017 (One Day IOP)

This Offering Document contains necessary information for prospective investors to make an informed decision to invest in the Fund described herein. Prospective investors are advised in their own interest to carefully read the contents of this Offering Document and in particular the Risk Disclosure mentioned in Clause 3.7,Warning and Disclaimer in Clause 10 and Taxation in Clause 8 before investing. Investors may note that this Offering Document remains effective until a material change occurs and they should retain this Offering Document for future reference. Material changes shall be subject to prior approval from the Securities and Exchange Commission of Pakistan (SECP) and shall be circulated to all Investors or may be publicly notified by advertisements in the newspapers subject to the applicable provisions of the Trust Deed, the Rules and the Regulations.

Investors should realize that all Investments involve risk. It should be clearly understood that the portfolio of JS Islamic Hybrid Fund of Funds is subject to market risks inherent in all such Investments. The value of the Units in the Fund may appreciate as well as depreciate as well as the level of dividend declared by the Fund may go down as well as up.

If you have any doubt about the contents of this Offering Document, you should seek independent professional advice from your legal, financial and/ or other professional adviser(s).

All Investments of the Fund shall be in accordance with the guidelines specified/issued by Shariah Advisors. Shariah Compliant funds only invest in Shariah compliant securities, therefore Shariah Compliant funds may perform differently from non-Shariah Compliant funds with similar objectives.

The particulars of this Fund under this Offering Document have been prepared in accordance with the Non-Banking Finance Companies and Notified Entities Regulations, 2008 and filed with SECP. It must be distinctly 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.

This Offering Document is dated as at 27.04.2017.

MANAGEMENT COMPANY (WAKEEL)

JS Investments Limited

Registered Office:

7th Floor, the Forum, G-20,

Khayaban-e-Jami, Clifton, Block 9, Karachi

TRUSTEE

MCB Financial Services Limited

Business Office:

4th Floor, Pardesi House,

2/1 R-Y Old Queens Road, Karachi – 74200

SHARIAH ADVISOR

Mufti Irshad Ahmed Ijaz - on behalf of

Shariah Supervisory Council of

Al Hilal Shariah Advisors (Pvt) Ltd

Registered Address:

619.6th Floor, Clifton Centre,

Block No 05 new Schon Circle,

Clifton, Karachi

REGISTRAR/TRANSFER AGENT

Technology Trade (Private) Limited

Registered Office:

Dagia House, 241 C,

Block 2, PECHS, Karachi.

AUDITORS TO THE FUND

KPMG Taseer Hadi & Co.

(Chartered Accountants)

Registered Address:

Sheikh Sultan Trust Building No.2,

Beaumont Road, Karachi 75530

LEGAL ADVISER

Bawaney & Partners

Registered Address:

3rd and 4rd Floor, Plot 68-C,

Lane 13, Bokhari Commercial Area,

DHA Phase VI, Karachi

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OFFERING DOCUMENT

OF

JS ISLAMIC HYBRID FUND OF FUNDS

An Open-end Fund of Funds Scheme
Wakalatul Istithmar based Fund

MANAGED BY

JS Investments Limited

An Asset Management Company licensed to provide Asset Management and Investment Advisory Services by Securities and Exchange Commission of Pakistan under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the 'Rules')

INTRODUCTION TO JS ISLAMIC HYBRID FUND OF FUNDS

Established in Karachi, Pakistan as an open-end Fund by a Trust Deed, dated October 28, 2016 registered under the Trust Act, 1882 by and between JS Investments Limited, as the Management Company (Wakeel) and MCB Financial Services Limited, as the Trustee, and registered by Securities and Exchange Commission of Pakistan (SECP) as a notified entity under the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (the 'Regulations').

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has registered **JS Islamic Hybrid Fund of Funds (JSIHFOF)** under Regulation 44 of the Regulations vide letter no. SCD/AMCW/JSIHFOF/327/2016 dated November 28, 2016. The SECP has approved this Offering Document under Regulation 54 of the Regulations vide its letter No. SCD/AMCW/JSIHFOF/550/2017 dated 27 April 2017.

It must be distinctly understood that in giving this approval, SECP does not take any responsibility for the financial soundness of the Fund or for the accuracy of any statement made or any opinion expressed in this Offering Document.

Investors should realize that all Investments involve risk. It should be clearly understood that the portfolio of the Fund is subject to market risks inherent in all such Investments. The value of the Units in the Fund may appreciate as well as depreciate as well as the level of dividend declared by the Fund may go down as well as up.

If you have any doubt about the contents of this Offering Document, you should seek independent professional advice from your legal, financial and/ or other professional adviser(s).

This Offering Document sets out the arrangements covering the basic structure of **JS ISLAMIC HYBRID FUND OF FUNDS**(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 Shariah guidelines*, circulars, directives etc as specified hereafter govern this Offering Document.

Confirmation of vetting by Shariah Advisor

This document has been reviewed and vetted by Shariah Advisor namely Mufti Irshad Ahmed Ijaz on behalf of Shariah Supervisory Council of Al-Hilal Shariah Advisors.

All Investments of the Fund shall be in adherence to the principles of Shariah.

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

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, ShariahAdviser/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.

GOVERNING LAW

The Trust Deed and this Offering Document of the Fund shall be subject to and be governed by the laws of Pakistan and principles of Shariah including the Ordinance, the Rules, the Regulations and all other applicable rules, regulations, circulars, directives and guidelines as amended or substituted from time to time and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a Trust Deed by the Rules, Regulations, circulars, directives are incorporated in the Trust Deed of the Fund as a part and parcel thereof and in the event of any conflict between the Trust Deed of the Fund and the Regulations/circulars/directives, the latter shall supersede and prevail over the provisions contained in the Trust Deed of the Fund . In case the Rules or Regulations are amended or any directives/circulars are issued or any relaxations or exemptions are allowed thereunder, such amendments, directives, circulars, relaxations and exemptions shall deem to have been included in the Trust Deed and this Offering Documents. In the event of any conflict between this Offering Document and the Trust Deed of the Fund, the latter shall supersede and prevail over the provisions contained in this Offering Document. The Management Company (Wakeel), Trustee and the Fund shall be subject to full compliance of the Rules, the Regulations, the Trust Deed and this Offering Document.

FILLING OF OFFERING DOCUMENT

The Management Company (Wakeel) has filed a copy of this Offering Document signed by the Chief Executive along with the Trust Deed [document (1) below] with SECP. Copy of these documents along with documents (2) to (8) below can be inspected at the registered office of the Management Company (Wakeel) or the place of business of the Trustee, at their addresses provided in the Clause 1.1 (namely **"Constitution"**) of this Offering Document.

1. Trust Deed (Deed) of the Fund dated October 28, 2016 by and between JS Investments Limited, as the establisher and the Management Company (Wakeel), and MCB Financial Services Limited, as the Trustee;

2. SECP's License No. AMCW/08/JSIL/AMS/03/2016, dated May 04, 2016renewing the license of JS Investments Limited, to undertake asset management services;

3. SECP's letter no. SCD/AMCW/JSIHFOF/327/2016 dated November 28, 2016 registering the Fund as Notified Entity;

4. SECP's letter no. SCD/AMCW/JSIHFOF/260/2016 dated October 27,2016 approving the appointment of MCB Financial Services Limited as the Trustee of the Fund ;

5. SECP's letter no. SCD/AMCW/JSIHFOF//2017 dated April 27, 2017, approving this Offering Document;

6. Letter of consent by the Transfer Agent, Technology Trade (Private) Limited dated September 01, 2016vide letter no. TTPL\PRO\2016\190 to act as the Registrar / Transfer Agentfor the Fund ;

7. Letter of consent by the Legal Adviser, Bawaney & Partners, for the Fund dated September 02, 2016vide letter no. JSIL-387/1178/16/347.

8. Letters of consent by the Shariah Advisors dated, certifying, that the provisions of this Offering Document are Shariah compliant.

1. PART I –CONSTITUTION AND STRUCTURE OF THE FUND

1.1 Constitution

JS Islamic Hybrid Fund of Funds (an open end fund) is constituted by a Trust Deed entered into at Karachi on October 28, 2016between:

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

MCB Financial Services Limited, an unlisted public limited company incorporated in Pakistan under the Companies Ordinance, 1984, having its business 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.

1.2 Trust Deed (the "Deed")

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities 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 (Muwakkil). In the event of any conflict between the Offering Document and the Deed, the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed.

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

1.3 Modification of Trust Deed

The Trustee and the Management Company (Wakeel), 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, Regulations and Shariah guidelines.

Where the Deed has been altered or supplemented, the Management Company (Wakeel) shall duly notify to the Unit Holders (Muwakkil) and post the same on their official website. (www.jsil.com).

1.4 Duration/Minimum Life of the Fund

The Duration of the Fund is perpetual; However, Management Company (Wakeel) may, from time to time, launch different Allocation Baskets/Plans with limited life.

Moreover, SECP or the Management Company (Wakeel) may wind it up or revoke the fund or its Allocation Baskets/Plans, on the occurrence of certain events as specified in the Regulations or Clause 11.4 (namely "**Extinguishment/Revocation of the Fund and Allocation Basket/Plan''**) of this Document.

1.5 Trust Property

The aggregate proceeds of all Units issued from time to time by the Fund under each Allocation Basket/Plan, after deducting Duties and Charges, Transactions Costs and any applicable Sales

Load, shall constitute part of the Trust Property and includes Investment and all income, profit, contingent load 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) (Muwakkil) pursuant to the Deed but does not include any amount payable to the Unit Holders (Muwakkil) as distribution. However any profit, if so earned on the amount payable to the Unit Holders (Muwakkil) as distribution, shall become part of the Trust Property of relevant Allocation Basket/Plan.

1.6 Initial Offering Period (IOP) /Pre-Initial Offering Period (Pre-IOP)

Initial Offering Period (IOP)
The Initial offering will be for class "A" Units. Initial Offering is made during the Initial Period, which shall be one (1) dealing day and begins at the start of the banking hours on 7th June 2017 and shall end at the close of the banking hours on 7th June 2017. Units shall be offered at the "Initial Price" during the IOP. Units shall not be redeemed during the IOP. The amounts received from investors during IOP shall be deposited in bank accounts as covered in clause 4.12.1 (bank accounts).

Pre-Initial Offering Period (Pre-IOP)
During the Pre-Initial Offering Period (IOP), the Units of each of the Allocation Basket/Plan under the Fund shall be issued at the Initial Price. The amounts received from the Investors up to the commencement of the Initial Offering Period shall be deposited in the bank accounts as covered in clause 4.12.1 (Bank Accounts).

Income earned in these accounts on Pre-IOP investments, up to the day immediately preceding the Initial Offering Period shall, after deducting all expenses that may be incurred by the Management Company (Wakeel), is paid to the Investors in proportion to their respective investments in the form of additional Units of the respective Allocation Baskets/Plans chosen by the investor(s). Provided that the additional Units, so issued, shall be issued at Par Value and shall not be charged a Front-End Load. The total amount available in the Pre-IOP accounts shall be transferred to the main Bank Accounts of the respective Allocation Baskets/Plans upon completion of IOP.

1.7 Issuance of Units after the Initial Period

Subsequently, after completion of Initial Offering Period (IOP), Units of each Allocation Basket/Plan will be offered at the Offer Price of the respective Allocation Basket/Plan, calculated and announced by the Management Company (Wakeel) for every Dealing Day through its website and MUFAP as specified in this Offering Document, the Regulations and directives issued from time to time.

The Issue and Redemption of Units of one or more than one Allocation Baskets/Plans may be suspended or deferred by the Management Company (Wakeel) under circumstances elaborated in Clauses 5.10 (namely "Temporary Change in Method of Dealing, Suspension of Dealing and Queue System (Force Majeure)") and 11.4 (namely "Extinguishment/Revocation of the Fund and Allocation Baskets/Plans") 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.

1.8 Offering Document

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

1.9 **Modification of Offering Document**

This Offering Document will be updated to take into account any relevant material changesrelating to the Fund. Such changes shall be subject to prior consent of the Trustee, Shariah Advisor(s) and approval from the SECP and shall be circulated to all Unit Holders (Muwakkil) 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 (Wakeel). (www.jsil.com)

1.10 **Responsibility of the Management Company (Wakeel) for information given in this Document**

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

1.11 **STRUCTURE OF THE FUND**

a) "**JS Islamic Hybrid Fund of Funds**" has been constituted in the form of a Shariah Compliant Fund of Funds Unit Trust Scheme that shall invest in other Collective Investment Schemes as specified in the Investment Policy contained herein and SECP's Circular 7 of 2009, as may be amended or substituted from time to time.

b) The Fund is based on the Shariah principals of "**WAKALAT UL ISTITHMAR**", in which the Management Company (Wakeel) shall manage, operate and administer the Fund and Trust Property of the Fund in the interest of the Principal (Unit Holders / Muwakkil) in good faith, and to the best of its ability.

c) The duration of the Fund is perpetual; however, Management Company (Wakeel) may, from time to time, launch Allocation Baskets/Plans that may have a limited life.

d) The Fund shall initially offer five (05) Allocation Baskets/Plans as mentioned in Clause 2.2 (namely **"Investment Objective"**) hereafter, investing in Shariah-Compliant Collective Investment Schemes or Cash in Islamic bank accounts or Islamic windows of Commercial Banks for liquidity purpose, as allowed by the SECP.

e) Each Allocation Basket/Plan will announce separate NAVs (Net Asset Value) which will rank pari passu inter se according to the net assets and number of Units of the respective Allocation Basket/Plan.

f) The Management Company (Wakeel) may, with the prior consent of the Trustee and approval of the SECP and Shariah Advisors introduce other types of Allocation Baskets/Plans through Supplementary Offering Document.

g) Investors of the Fund may hold units of different types of Allocation Baskets/Plans and may invest in any one or more of the available Allocation Baskets/Plans.

h) Each Investor shall only be liable to pay the Offer Price of the Unit under the Allocation Basket(s)/Plan(s) subscribed by him and no further liability shall be imposed on him in respect of Unit(s) held by him except a Contingent Load which may be applicable on redemption of Units from types of Allocation Basket(s)/Plan(s) that may be introduced in due course of time.

i) The minimum size of the Fund shall be of such amount as specified in the Regulations.

2. PART II - CATEGORY, INVESTMENT OBJECTIVES, INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER

2.1 **Category of the Fund**

JS Islamic Hybrid Fund of Funds is a 'Shariah Compliant Unit Trust Scheme' in the Fund of Funds category as per the criteria for categorization of open-end collective investment schemes specified by SECP, as amended from time to time.

2.2 **Investment Objective**

JS Islamic Hybrid Fund of Funds aims to generate need based returns for its clients by offering several Allocation Baskets/Plans with varying mix of exposures to low / high risk asset classes via underlying mutual funds. Investment Objectives of the Allocation Baskets/Plans initially offered under JSIHFOF are as follows:

Mustanad (Income Focused Basket/Plan)

Mustanad Basket/Plan shall aim to provide its Investors a stable stream of income by investing solely in Shariah compliant Sovereign, Income and money market funds (Income portion) and Cash/ near Cash instruments.

This Allocation Basket is suitable for Investors who have **very low risk tolerance**.

Mustahkem (Balanced Basket/Plan with Income preference)

Mustahkem Basket/Plan shall aim to provide the Investors with a low risk basket/plan primarily investing in Shariah compliant sovereign / income / money market funds (Income portion). The basket/plan attempts to enhance the returns through limited exposure to Shariah compliant Equity Funds (Equity Portion).
This Allocation Basket/Plan is suitable for Investors who have **low to moderate risk tolerance**.

Mutanasib (Active Allocation Basket/Plan)

The Mutanasib Basket/Plan follows a robust and active asset allocation strategy between Shariah Compliant Equity Funds and Shariah Compliant Sovereign, Income and Money Market Funds, to achieve high risk-adjusted returns. The Basket/Plan shall attempt to benefit from performance of Equity schemes and limit downside risk by active reallocation of its portfolio between **Equity Portion** and **Income Portion**.

This Allocation Basket/Plan is suitable for Investors who have a **relatively higher risk tolerance**.

Mufeed (Balanced Basket/Plan with Equity preference)

The aim of Mufeed Basket/Plan is to offer an enhanced growth potential to its Investors by taking high exposure in Shariah Compliant Equity Funds (Equity Portion), while keeping an appropriate exposure to Shariah Compliant Sovereign, Income and Money Market Funds (Income Portion), to optimize risk.

This Allocation Basket/Plan is suitable for Investors who have a **moderate to high risk tolerance**.

Munafa(Equity Focused Basket/Plan)

The Munafa Basket/Plan with its dedicated strategy of investment in Shariah Compliant Equity Funds (Equity Portion)offers high risk-adjusted returns to its investors.

This Allocation Basket/Plan is suitable for Investors who have a **high risk tolerance**.

2.3 **Investment Policy**

2.3.1 In line with the Investment Objectives, the JS Islamic Hybrid Fund of Funds shall introduce different Allocation Baskets/Plans offering varying exposure and risk level(s) in a Fund of Funds

structure. Each Allocation Basket/Plan will have separate investment policies. Following are the Investment Policies of the Allocation Baskets/Plans initially offered under the Fund:

Authorized investments and Asset Allocation of Baskets/Plans:

Allocation Basket/Plan	Exposure Limits (as % of Net Assets)^			Minimum Rating Requirements		
	Income Portion	Equity Portion	Cash and/or Near Cash instruments *	Income Portion	Equity Portion	Cash and/or Near Cash instruments
Mustanad	Up to 100%	0%	Up to 10%	n/a	n/a	Entity or Instrument rating: A
Mustahkem	Up to 100%	Up to 30%	Up to 10%	n/a	n/a	Entity or Instrument rating: A
Mutanasib	0%-100%	0%-100%	Up to 10%	n/a	n/a	Entity or Instrument rating: A
Mufeed	Up to 30%	Up to 100%	Up to 10%	n/a	n/a	Entity or Instrument rating: A
Munafa	0%	Up to 100%	Up to 10%	n/a	n/a	Entity or Instrument rating: A

*** Requirements of Minimum exposure to Cash/ Near Cash instruments as per prevailing regulations shall apply. (SECP Direction2 of 2017 requires Fund of Funds to hold at least 5% of net assets in Cash and Near Cash instruments.)**
^ Based on rolling 90-days average

Investment Universe:

"Income portion" - The universe shall consist of all Shariah Compliant Sovereign, Income and Money Market schemes approved for offering in Pakistan by SECP.

"Equity portion" - The universe shall consist of all Shariah Compliant Equity schemes approved for offering in Pakistan by SECP.

"Cash and/ or Near Cash Instruments" - Current and PLS accounts and deposits with Scheduled Islamic Commercial Banks, Islamic DFIs, Islamic windows of Conventional Banks, or other cash equivalent securities.

Rebalancing of Baskets/Plans:

The Allocation baskets/plans shall be rebalanced, within the exposure limits defined in table above, as and when required on the sole discretion of the Fund Manager with the sole purpose of maximizing risk-adjusted returns for its unit holders (Muwakkil). The proportions of allocation to each of the individual schemes within each portion shall be as per the sole discretion of the fund manager.

If exposures breach the limits defined in table above, the forced rebalancing of each of the Allocation Baskets/Plans shall be executed within **14** working days of the breach of the exposure.

2.3.2 Investment Policies of the Allocation Baskets/Plans shall constitute the Investment Policy of the Fund. The Fund and its Allocation Baskets/Plans shall be subject to such exposure limits as are specified in the Regulations and SECP's directives.

2.3.3 Any Investment may at any time be disinvested at the sole discretion of the Management Company (Wakeel) either in order to invest the proceeds of sale in other Authorized Investments or to provide funds required for the purpose of any provision of Trust Deed or may retain the proceeds of sale in cash deposit as aforesaid or any combination of the aforesaid. Any

Investment, which ceases to be an Authorized Investment, would be disinvested within the prescribed period in the best interest of the Unit Holders (Muwakkil).

2.3.4 Any Investment made outside Pakistan shall be subject to prior approval of the State Bank of Pakistan and SECP.

2.4 **Criteria For Selection Through Comprehensive Investment Performance Potential:**

2.4.1 The investment universe of the Income and Equity Portions shall consist of all eligible schemes and their selection as an investment by the Fund Manager shall consist of a broader performance evaluation criteria. This may include, and is not limited to the trailing performance of the scheme along with its rating and the rating of its AMCs; current portfolio of the scheme as disclosed in the scheme's FMR or available through other publically available information; track record of the fund manager of the scheme and/ or the track record of the respective AMC; AUM (size) of the scheme; expected returns from various asset-classes underlying the schemes,; expense ratio of the schemes, and any other factors that are suitable and worthy of consideration while constructing an investment view upon a scheme in general.

2.5 **Performance Benchmark:**

2.5.1 The benchmark of the Allocation Baskets/Plans initially offered under the Fund shall be a**s** follows:

Mustanad Basket/Plan	The Benchmark of each Allocation Basket/Plan in the Fund will be the "weighted average daily return of KMI 30 index, six (6) month average deposit rates of three (3) 'A' rated scheduled Islamic Banks or Islamic Banking windows of scheduled Commercial Banks, and three (3) month average deposit rates of three (3) 'A' rated scheduled Islamic Banks or Islamic Banking windows of scheduled Commercial Banks, as selected by MUFAP based on actual proportion of the **Equity Portion** consisting of Shariah Compliant Equity Funds, **Income Portion** consisting of Shariah Compliant Income and Money Market Funds, and any **Cash or Near cash instruments** in each of the Allocation Baskets" as approved by SECP.
Mustahkem Basket/Plan	
Mutanasib Basket/Plan	
Mufeed Basket/Plan	
Munafa Basket/Plan	

2.5.2 The Management Company (Wakeel) may, if deemed appropriate, determine another performance benchmark for the Fund under prior approval of SECP and intimation to the Unit Holders (Muwakkil), the Trustee by amending this Offering Document.

2.5.3 **Offering of New Allocation Baskets/Plans or Modification to existing Allocation Baskets/Plans**

The Management Company (Wakeel) may offer one additional Allocation Basket/Plan with perpetual or limited life, having different class of Units with different Sales Load or Contingent Load, with the consent of the Trustee and Shariah Advisor(s) and prior approval of SECP through Supplementary Offering Document.

The Management Company (Wakeel) may change or modify any feature of its existing Allocation Baskets/Plans, including, but not limited to allocation percentage, level of fees and loads with

prior approval of SECP, with the consent of Trustee and Shariah Advisor, and giving ninety (90) days prior notice to Unit Holders (Muwakkil) where required by applicable regulations.

2.5.4 **Risk Control in the Investment Process**

Consistent with the Investment objective of the Fund, the Investment Committee shall aim to identify investment opportunities which offer superior risk-adjusted returns. The Investment Committee shall continuously monitor the macro-economic environment, including the political and economic factors, money supply in the system, among others affecting the liquidity and interest rates.

Investment process would also require disciplined risk management. The Management Company (Wakeel) has adequate controls to safeguard against risks in the portfolio construction process. The Investment Restrictions defined in Clause 3.6 (namely **"Investment Restriction"**)will reduce risk and result in portfolio diversification.

2.5.5 **Management Company (Wakeel) Can Alter Investment Mix**

The Management Company (Wakeel) can from time to time alter the weightings within the Equity and Income Portion of the Allocation Baskets/Plans, subject to the specified limits as per Clause 2.3 (namely **"Investment Policy"**) above, between the various types of Investments if it is of the view that market conditions so warrant. The assets not invested in the foregoing avenues shall be placed as deposit with Scheduled Commercial Banks.

2.6 **Changes in Investment Policy**

The Investment Policy will be governed by the Regulations and/or SECP directives. Any fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving ninety(90) days prior notice to the Unit Holders (Muwakkil) as specified in the Regulations.

2.7 **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 (Wakeel) 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 (Wakeel), 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 SECP from time to time.

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

All the investments will be done according to Shariah

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

i. Purchase or sell -
   a. Bearer securities;

b. Securities on margin;
c. Real estate, commodities or commodity contracts;
d. Securities which result in assumption of unlimited liability (actual or contingent);
e. Anything other than Authorized Investments as defined herein;

ii. Participate in a joint account with others in any transaction;

iii. Affect a short sale in a security whether listed or unlisted;

iv. Purchase any security in a forward contract;

v. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;

vi. Make any Investment which will vest with the Management Company (Wakeel) or its group the management or control of the affairs of the investee company.

vii. Invest in securities of the Management Company (Wakeel)

viii. issue a senior security which is either stock or represents indebtedness, without the prior written approval of the SECP.

ix. apply for de-listing from Stock Exchange, unless it has obtained prior written approval of the SECP.

x. sell or issue Units for consideration other than cash unless permitted by the SECP on the basis of structure and Investment policy of the Fund.

xi. merge with, acquire or take over any Fund, unless it has obtained the prior approval of the SECP in writing to the Fund of such merger, acquisition or take over.

xii. invest the subscription money until the closure of the Initial Offering Period.

xiii. enter on behalf of the Fund, into underwriting or sub-underwriting contracts.

xiv. subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company (Wakeel).

xv. pledge any of the securities held or beneficially owned by the Fund except as allowed under the Regulations.

xvi. accept deposits.

xvii. make a loan or advance money to any person from the assets of the Fund.

xviii. take exposure of more than thirty-five percent (35%) of its Net Assets in any single group and more than ten percent (10%) of its Net Assets in listed group companies of the Management Company (Wakeel) and such exposure shall only be taken through secondary market.

xix. Take exposure in securities of any one sector as per classification of the Stock Exchange of more than thirty percent (30%) of the Fund's Net Assets or index weight of the sector, whichever is higher, subject to the limit of thirty-five percent (35%) of the Fund's Net Assets.

xx. take exposure to any single entity (except Collective Investment Schemes) that exceeds an amount equal to ten percent (10%) of total Net Assets of the Fund , subject to the condition;

a. Exposure to equity securities of a company in excess of ten percent (10%) of the issued capital of that company.

b. Exposure to any debt issue of a company shall not exceed ten percent (10%) of that issue.

Provided that subject to the condition prescribed above the exposure of an the Fund to any single entity shall not exceed an amount equal to ten percent (10%) of the Net Assets of the Fund or the index weight of the security subject to the limit of fifteen percent (15%), whichever is higher.

xxi. place funds with any NBFC or Modaraba.

(d) In case if 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 (Wakeel) on behalf of the Fund shall not make any fresh Investment.

For the purpose of clarity, it is stated that the aforementioned restrictions shall individually apply to each Allocation Baskets/Plans under the Fund which shall collectively form the weightage of the Fund.

Exemption to Investment Restrictions

In order to protect the rights of the Unit Holders (Muwakkil)*, the Management Company* (Wakeel) *may take an Exposure in any unauthorized investment for recovery of any defaulted amounts from any counter party of any Authorized Investment with the approval of the SECP and Shariah Advisors.*

2.7.1 **Financing Arrangements**

(a) The Management Company (Wakeel) shall arrange committed credit lines from Banks/DFIs if required under prevailing regulations specified by SECP from time to time. Any such financing, however, shall not be resorted to, except for meeting the redemption requests and such financing shall not exceed ten percent (10%) of the Net Assets of each Allocation Basket/Plan or such other limit of the Fund and/or Allocation Baskets/Plans as specified by the SECP from time to time.

The Management Company (Wakeel) however shall review the committed credit lines at least on quarterly basis or as specified by the SECP from time to time against net assets of the Fund

(b) Neither the Trustee, nor the Management Company (Wakeel) 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 specified by the SECP. The Trustee or the Management Company (Wakeel) 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 (Wakeel) 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 (Wakeel) shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) (Muwakkil) 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 done only through designated Islamic Banks, Islamic Banking windows of commercial banks, Islamic Financial institutes under Islamic Shariah based financial contracts and with the prior approval of the Shariah Advisor(s) of the Fund.

2.7.2 **Restriction on Transactions with Connected Persons**

(a) The Management Company (Wakeel) in relation to the Fund shall not invest in any security of a company if any director or officer of the Management Company (Wakeel) owns more than five per cent (5%) of the total amount of securities issued, or, the directors and officers of the Management Company (Wakeel) own more than ten per cent (10%) of those securities collectively subject to exemption provided in the Regulations.

(b) The Management Company (Wakeel) on behalf of the Fund 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 (Wakeel).

(c) Provided that above shall not be applicable on sale or redemptions of Units of Allocation Baskets/Plans under the Fund.

(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 Fund with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Fund 's annual reports.

2.8 **Risk Disclosure**

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

(1) **Equity Risk -** Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.

(2) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. The Fund s that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.

(3) **Credit Risk** - Credit Risk arises from the inability of the issuers of the instruments or counterparties, to fulfill their obligations. The risk is generally limited to principal amount and accrued interest there on, if any.

a) **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;

b) **Credit Spread Risk** - The risk that there may be an increase in the difference between the return/markup rate of any issuer's security and the return/markup rate of a risk free security. The difference between this return/mark up rates is called a "credit spread". Credit spreads are based on macroeconomic events in the domestic or global financial markets. An increase in credit spread will decrease the value of income and including money market instruments;

(4) **Price Risk** - Changing value of a security or a fund can be mostly due to stock/fund price fluctuations. Price Risk is the biggest risk faced by all investors and price risk can be minimized through diversification and efficient fund management.

(5) **Liquidity Risk** – Liquidity risk arises when a transaction cannot be conducted at prevailing market prices due to insufficient market activity.

(6) **Settlement Risk** – The risk that counterparty will not deliver the security or cash for a trade it has entered into, on time.

(7) **Reinvestment Rate Risk** –In a declining interest/ markup rate economic environment, there is a risk that maturing securities or coupon payments will be reinvested at lower rates, which shall reduce the return of the Fund compared to return earned in the preceding quarters.

(8) **Events Risk -** There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.

(9) **Redemption Risk** - There may be special circumstances in which the redemption of Units may be suspended or the redemption payment may not occur within six working days of receiving a request for redemption from the investor.

(10) **Distribution Taxation Risk –** Dividend distribution may also be liable to tax because the distributions are made out of the profits earned by fund and not out of the profits earned by each Unit Holder (Muwakkil). Unit Holders (Muwakkil) 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.

(11) **Shariah non-compliance Risk** - The risk associated with employing funds in investments that are not consistent with the principles of Shariah.

(12) **Fund Specific Risks** – The Fund is subject to the following risks:

(i) The performance of the Allocation Baskets/Plans under the Fund may be affected by changes in risk associated with trading volumes, liquidity and settlement systems in equity and debt markets.

(ii) JSIHFOF is an Open end Mutual Fund and, Unit Holders (Muwakkil) are not being offered any guaranteed returns.

(iii) If the Fund or its Allocation Basket(s)/Plan(s) for any reasons as determined by the Management Company (Wakeel) is terminated, the NAV of the Allocation Baskets under the Fund will be subject to fluctuations in the value of the assets. The Net Asset Value, in this case, may be lower or higher than the Initial Investment Value. The Management Company (Wakeel) will refund investors their investment in the Allocation Baskets/Plans under the Fund based on the NAV per Unit of relevant Allocation Baskets/Plans after deducting Bank and administrative charges (if any).

2.8.1 There may be times when a portion of the Investment portfolio of the Allocation Baskets/Plans and/or Fund 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 of the Fund, especially portfolio composition and Financial Statements of the Fund to determine what percentage of the assets of the Allocation Baskets/Plans of the Fund, if any, are 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 Fund are available on the website of the Management Company (Wakeel) and can be obtained by calling / writing to the Management Company (Wakeel).

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 (Wakeel) or any other Bank or Financial Institution.

3. PART III - OPERATORS AND PRINCIPALS

3.1 Management Company (Wakeel)

JS Investments, the Management Company is a subsidiary of JS Bank Limited an emerging and one of the fastest growing Commercial Banks in Pakistan with over with over 277 branches

spreading over more than 138 cities. The Management Company (Wakeel) is engaged, inter alia, in the business of providing asset management services and has been licensed by the Securities and Exchange Commission of Pakistan (SECP) under then applicable Rule 5 (2) of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 which has been renewed under license no. AMCW/08/JSIL/AMS/03/2016, dated May 04, 2016, JS Investments Limited is a public limited company listed on the Pakistan Stock Exchange with a paid up capital of PKR 801.7 million (as on January31, 2017).

Founded in 1995, JS Investments Limited (JSIL) is the oldest private sector asset management company in Pakistan with assets under management spread across ten (10) mutual funds, two (2) pension Funds and various separately managed accounts (Specialized Portfolio Management Mandates).

JSIL's successful track record, creative and diverse thinking and product offering has helped set the asset management industry standards in Pakistan by always endeavoring to innovate and be the first to bring new financial products to Pakistan, providing investors the opportunity to better manage their wealth. JSIL has successfully done this by being the first to offer Balanced, Islamic, Fund of Funds, Asset Allocation, Free-Float Based Index, Capital Protected and Aggressive Income open-end funds.

JSIL is associated with the Jahangir Siddiqui (JS) Group, which is one of the leading financial services groups of Pakistan maintaining a strong presence in the nation's banking, corporate finance, equity market operations and insurance sectors.

3.2 Founding Institutional Investors

The founding institutional investors included Jahangir Siddiqui & Co Limited, INVESCO Plc. and the International Finance Corporation. Currently, JS Investments is a subsidiary of JS Bank Limited.

JS Bank Limited (www.jsbl.com)

JS Bank Limited is the holding company of JS Investments Limited. Formed as a result of the merger and amalgamation of Jahangir Siddiqui Investment Bank Limited and commercial operations of American Express Bank Limited Pakistan, JS Bank commenced operations in Pakistan as a fully Scheduled Bank in December 2006. It is currently one of the fastest growing Commercial Banks in Pakistan with over 307 branches spreading over more than a 152 cities. The Pakistan Credit Rating Agency Limited (PACRA) has upgraded the long-term entity rating of JS Bank Limited (JSBL) to 'AA- (Double A Minus) [previously 'A+ (A Plus)]. Meanwhile, short-term entity rating is maintained at 'A1+' (A One Plus). The ratings denote a very low expectation of credit risk and indicate very strong capacity for timely payment of financial commitments. JS Bank has been declared by State Bank of Pakistan as number one 'Primary Dealer of Government Securities' for two consecutive years.

JSBL is backed by Jahangir Siddiqui & Co Limited, which was the first Pakistani financial services company to boast a Wall Street pedigree as it was previously a joint venture with Bear Stearns and Co. (JSCL was previously named as Bear Stearns Jahangir Siddiqui Ltd.).

3.3 Corporate Information

A -Board of Directors of JS Investments - Synopsis

Name, Occupation and Address	Other Directorships
1. Mr. Basir Shamsie, Chairman/Director 14-B,11th Central Street, Phase 2, DHA, Karachi	Director (i) Victim Assistance Foundation

2. **Mr. Hasnain Raza Nensey**, Chief Executive Officer House # 12/1, 3rd Zamzama Street, DHA Phase 5, Karachi	Director (i) JS ABAMCO Commodities Limited
3. **Mr. Suleman Lalan**i, Director B-601, Clifton Belle View Apartments, Block 5, Clifton, Karachi.	Director (i) Al-Abbas Sugar Mills Limited (ii) Jahangir Siddiqui & Co. Limited
4. **Mr. Muhammad Raza Dyer**, Director 282-Noor Manzil, D' Cruz Road, Garden East Karachi	None
5. **Mr. Kamran Jafar**, Director Aptt #1402, Block D, Creek Vistas Aptts, DHA Phase-8, Karachi	None
6. **Mr. Ahsen Ahmed**, Director House No # 44, Street # 7, Khayaban-e-Momin, Phase V, DHA, Karachi	Director (i) Abid Industries (ii) Sindh Industries
7. **Mr. Asif Raza Sena**, Director House # 27, Falcon's Enclave, Cantt, Lahore	Director (i) Askari Bank Limited (ii) Swaat Trust
8. **Mr. Muhammad Yousuf Amanullah**, Director Flat # 102, Sidra Garden, Alamgir Road, Sharfabad Karachi.	None

B - Board of Directors of JS Investments - Profiles

Mr. Basir Shamsie (Chairman/Director)

Mr. Basir Shamsie joined JS Group in 1994 and is presently overseeing the Treasury, Wholesale and International Banking Group of JS Bank. Mr. Shamsie is a debt markets specialist and has closed over 60 debt capital market transactions, many of which have been landmark for Pakistan, such as the first commercial paper, first floating rate instrument, first perpetual bond, first bank subordinated debt, first 10-year corporate bond, and the first local sukuk bond. Before joining JS Group, he worked in the Finance function at Upjohn Pakistan

Mr. Shamsie received his Bachelors in Business Administration with a major in Accounting from the University of Texas at Austin. He is also a graduate of the Program for Leadership Development from Harvard Business School.

At JS Bank, in addition to his Group Head functions, he is responsible to head various committees and new business initiatives. He has also served on the founding Board of Directors of JS Bank for 5 years till 2012, post which he served as Chairman of the Board of JS Global Capital Limited.

In the year 2016, he joined as a member of Board of Directors of JS Investments Limited.

Mr. Hasnain Raza Nensey (Director)

Mr. Hasnain Raza Nensey is the Chief Executive Officer of JS Investments Ltd since March 2017. He has an aggregate work experience of 23 years of which around 15 years has been in the Financial Industry in Pakistan. Prior to joining JSIL, he spent 11 years at UBL Fund Managers Ltd in multiple capacities namely Chief Operating Officer, Chief Financial Officer & Chief Investment Officer. Prior to 2005, Mr. Nensey was associated with the JS Group in various roles including Chief Investment Officer at JS Abamco Limited.

Mr. Nensey has a BSBA Degree with a concentration in Finance and Marketing from Boston University in Massachusetts, USA. He is also an MBA from Babson College in Massachusetts, USA which is very well known for its specialization in entrepreneurial studies.

Mr. Suleman Lalani (Director)

Mr. Suleman Lalani joined Jahangir Siddiqui & Co. Ltd. ("JSCL") on March 01, 2012 as Chief Executive Officer. Prior to joining JSCL he was Executive Director Finance & Operations and Company Secretary of JS Investments Limited where he served as Chief Financial Officer and Company Secretary for seven years. Mr. Lalani started his career with JSCL in 1992 where he worked for over eight years. In year 2000 he was promoted to the position of Chief Operating Officer of Jahangir Siddiqui Investment Bank Limited, a subsidiary of JSCL. In January 2002, he joined The First Micro Finance Bank Limited as its Chief Financial Officer and Company Secretary. Mr. Lalani is a Fellow member of the Institute of Chartered Accountants of Pakistan and has 20 years of experience in the financial services sector. He has also completed the **Board Development Series Certificate Program** conducted by the Pakistan Instituteof Corporate Governance.

Address: 6th Floor, Faysal House, Shahra-e-Faisal Karachi - 75530

Mr. Muhammad Raza Dyer (Director)

Mr. Muhammad Raza Dyer is serving as Head of Operations at JS Bank Limited and has 28 years of diversified experience in commercial banking operations. He started his professional career in 1985 from Bank of America in Visa Card Department. Thereafter, he worked for Mashreq Bank PSC in Foreign Trade, Treasury Back Officer and Branch Operations. He worked for three years in Crescent Commercial Bank Ltd., as Head of Operations - South Region. Prior to joining JS Bank limited, he was providing his services to Arif Habib Bank as

"Head of Country Operations".

Address: JS Bank Limited, Shaheen Branch, Ziauddin Road, Karachi.

Mr. Kamran Jafar (Director)

A seasoned Banker with seventeen years of a proven track record in Banking, Mr. Kamran Jafar began his career with JS Bank Limited in February 2008 and is currently heading the Corporate and Retail Banking functions of the Bank. He has since then been the driving force of the effort to ensure that the Corporate and Retail Banking Group continues with its expansion and successful drive towards countrywide profitability of the Bank.

Mr. Jafar holds diversified experience in number of banking functions such as Retail, Corporate, and Branch Banking etc and also has a sound knowledge of Banking Operations including Branch Operations, Credit Administration and Trade Finance. Prior to joining JS Bank he has worked with a number of prominent banks including PICIC Commercial Bank, My Bank and the AlBaraka Islamic Bank in a variety of roles.

Kamran is a graduate in business administration from the University of Houston, University Park, Texas.

Address: JS Bank Limited, Shaheen Branch, Ziauddin Road, Karachi.

Mr. Ahsen Ahmed (Director)

Mr. Ahsen Ahmed is serving on the Boards of Abid Industries and Sind Industries since 2003. He had contributed significantly towards expansion of these industries and supported their research and technical development. With his efforts and commitment the companies took an international perspective to their growth with increased exports and improved their supply chains. He also served for seven years on the Board of JS Global Capital Limited as a Non-Executive Board Member. Mr. Ahsen holds degree in Bachelor of Arts and Economics from Denison University, Granville, iOhio

Address: C/o JS Investments Ltd. 7th Floor, the Forum, Block 9, Clifton, Karachi.

Mr. Asif Reza Sana (Director)

Mr. Asif R. Sana is a senior banker with several years of experience with world-leader multinationals in the fields of Finance, General Management and Marketing. His professional career growth took place in Switzerland, Europe, US and the Middle East in various executive positions during his 22 years multinational career. He holds an MBA and has been trained at the Institute of Management Development in Lausanne, Switzerland and INSEAD, France.

In 2000, he returned to Pakistan as the Advisor to the Board of Directors of Union Bank for restructuring the bank. He conceived, negotiated and closed the acquisition of Emirates Bank in Pakistan and Meshraq Bank in Sri Lanka. These acquisitions resulted in a two-fold increase in the bank's earning assets and doubled its balance sheet footing to US$ 2.2 billion in 2003. He was then appointed SEVP and simultaneously elected to the Board of Directors to assume the crucial role of Executive Director of the bank, having fiduciary and management roles simultaneously. He was a member of the management committee and ALCO as well a director of the Union Leasing Ltd.

He was one of the key leaders in making Union Bank a premium financial services brand, ranked as the 6th largest bank, by profitability, in 2005. The majority shareholders then gave him the mandate to develop and implement an exit strategy. He conceived, negotiated and closed the sale of Union Bank to Standard Chartered Bank at a landmark price of PKR 29 billion (US $ 485 million) - the highest multiple in the Pakistani banking industry.

Address: C/o JS Investments Ltd. 7th Floor, the Forum, Block 9, Clifton, Karachi.

Mr. Muhammad Yousuf Amanullah (Director)

Mr. Muhammad Yousuf Amanullah is a fellow member of the Institute of Chartered Accountants of Pakistan. He is a certified Director from the Pakistan Institute of Corporate Governance. He has been an Elected Director on the Boards of Jahangir Siddiqui Investment Bank Limited, JS Global Capital Limited and JS Value Fund Limited.

He joined JS Group in 2003 and is presently the Chief Financial Officer at JS Bank as the Senior Executive Vice President. He was previously associated at a senior level with A. F. Ferguson & Co. Chartered Accountants, a member firm of PricewaterhouseCoopers after having qualified with them. Prior to A. F. Ferguson & Co., he worked with Ernst & Young Ford Rhodes Sidat Hyder. During his association with the firm, he was involved in various Statutory and Special assignments relating to Commercial banks, Non-Banking Finance Companies, Pharmaceutical and Automobile sectors.

In the year 2016, he joined as a member of Board of Directors of JS Investments Limited.

C - Senior Management of JS Investments - Particulars

Mr. Hasnain Raza Nensey - (Chief Executive Officer)

As mentioned above

Mr. Muhammad Khawar Iqbal - (CFO & Company Secretary)

Mr. Muhammad Khawar Iqbal joined JS Investments Limited in May 2005 In March 2012, he was promoted as Company Secretary and Chief Financial Officer. Previously he was managing financial reporting and fund accounting matters of various funds under management. He has contributed a lot towards automation of Fund Accounting Management and has been key resource in designing and implementing Fund Accounting Management module in ERPsystem.

Prior to joining JSIL, he has a rich and diversified experience of managing financial accounting of twenty six closed end funds under management of Investment Corporation of Pakistan. ICP was established by the Government of Pakistan with objectives to encourage and broaden the base of Investments, development of capital market and to promote industrial development in the country. Where, Mr. Khawar had also contributed significantly in the development and implementation of an InvestmentFund.

Mr. Khawar holds masters degrees in Business Administration and Economics.

Mr. Ali Alvi - (Chief Strategy Officer)

Ali has 15 years of experience in managing investments in local as well as international markets. He holds a Bachelor's Degree in Computer Engineering and Electrical Engineering from Cornell University, NY, US. He also holds Series 7 and Series 63 investment advisory certifications from NASD US.

Ali joined JSIL in 2017, and heads the Corporate Strategy, Business and Product Development areas.Prior to joining JSIL, he served UBL Funds for 9 years in various capacities including Chief Investment Officer, Head of Risk Management, Head of Business and Product Development, and Head of Research. Before joining UBL Fund Managers, he served as an equity fund manager and investment analyst at AKD Investment Management, prior to which he worked on the Wall Street (New York, US) for 2 years as a portfolio manager.

Mr. Malik Zafar Javaid - (Head of Operations)

Malik Zafar Javaid holds a masters degree in Public Administration with major in Finance from University of the Punjab. Mr. Zafar carries over 24 years of experience of capital market operations. He has expertise in managing business operations of Financial Services, Capital Markets, Corporate Affairs and Business Process analysis for new products and automation of back office systems leading towards efficient control and management. He has been part of JSIL's team since 2006.

Prior to joining JSIL, Mr. Zafar had extensive experience of working with Lahore Stock Exchange where he was managing Company Affairs Department of the Exchange. As a front end regulator, he was involved in listings of the securities, monitoring compliance and enforcement of Corporate Laws on the listed companies. He was also core member of the team which was responsible for designing the framework of Trading Rules "Design Review Document" leading the development of the first automated trading system of LSE.

Mr. ZahidUllah Khan- (Chief Investment Officer)

Mr. Zahid Ullah Khan has been associated with the JS Group and the capital markets on the buy side for over 12 years. Prior to joining JS Investments as the Chief Investment Officer in September 2016, Mr. Khan was at JS Bank since 2012, where he served as a Senior Vice President for the bank's risk management function. His core responsibilities included development of various risk management frameworks, modeling term structure of interest rates, engineering tailor-made interest rate products for corporate clientele, and devising efficient mechanisms for various equity based margin trading products.

Prior to his role at JS Bank, Mr. Khan was associated with JS Group as Senior Vice President in a technical role where he developed and deployed a High Frequency Trading (HFT) platform for equities. This project involved extensive development of an in-house market-price-of-risk arbitrage model dependent on instantaneous futures market rates. Mr. Khan also advised group companies on buy side risk management and for launching ETFs and Market Making initiatives on the asset management and brokerage side. His other assignments also included research work on various green field projects in the private equity space. Prior to joining JS Bank, Mr. Khan also served as a consultant senior fund manager for JS Investments from 2010 to 2012.

Mr. Khan started his career with ABAMCO Limited (now JS Investments Limited) in 2004 as a research analyst, and covered Cement and Banking sectors along with developing interest rate models on the fixed income side. He was additionally given the responsibility to develop and launch new products for the growing AMC. During his tenure at ABAMCO Limited, Mr. Khan developed the first proprietary free float-adjusted market capitalization index in Pakistan and launched the first Open end index fund based on that index. He also carries to his credit the launch of first Open end Fund of Funds scheme with an elaborate asset allocation strategy, a Capital Protected fund and several other in-house initiatives. In 2005, he was promoted as a fund manager, and managed JS Value Fund, JS A30 Index Fund, JS Growth Fund, and JS Fund of Funds, with a combined fund size of around PKR 10 billion.

Mr. Zahid holds a Masters degree in Business Administration from Lahore University of Management Sciences (Class of 2000); a Masters degree in Economics from Lahore University of Management Sciences (Class of 2004); and a Masters degree in Finance from London Business School (Class of 2007).

Mr. Omer Bin Javaid - (Country Head of Business Development)

Mr. Omer Bin Javaid has joined JS Investments Limited, as Senior Vice President / Country Head of Business Development from June 2015. Mr. Javaid is an MBA from New Port Institute of Karachi and has an overall experience of 15 years in banking industry.

Mr. Javaid started his career from Citi Bank as Business Development officer in the year 2000 since then he has been a part of many Multinational & National banks in Pakistan where he gradually moved up the hierarchy. In 2008 he became a part of Silk Bank Ltd. as Regional General Manager of South Region. In 2013 he moved to NIB Bank Ltd. where initially he was an Area Distribution Head and due to his perseverance he was promoted to Segment Head.

Ms. Huma Hasan Javaid - (Head of Human Resources and Administration)

Ms. Huma joined JSIL in May 2013 as Head of Human Resources and Administration. She brings with her over 7 years of diverse industry experience in human resource development expertise and strong understanding of HR function. She is committed to promoting and strengthening organizational culture to be a great place to work. Prior to joining JSIL, she was working with Learning Minds! Group as People Practice Consultant, where she was responsible for recruitment and HR Business Process Outsourcing. She has also worked in Adamjee Insurance Company Limited for 3 years and National Industrial Parks Development Management Company for more than 3 Years in various functions of HR. Ms. Huma holds a MBA degree from Iqra University in Karachi.

Mr. Yousuf M. Farooq - (Head of Research)

Mr. Farooq has joined Js Investments Ltd. in January 2016 as the Head of Research. Previously he was working as the Head of Research at Fortune Securities Limited where had joined as a Research Analyst in the year 2012. Mr.Farooq's main expertises are on the Equity Side and he has published many reports on various sectors. He is a graduate from 'Szabist' in Business Administration and is currently a CFA Level 3 candidate.

Mr. Asif Sattar Mithani - (Head of Internal Audit)

Mr. Asif Sattar is currently heading Internal Audit Department at JSIL. He is a qualified Cost and Management Accountant from Institute of Cost and Management Accountant of Pakistan (ICMAP). He joined JSIL in January 2012 as Senior Manager of Internal Audit. Prior to joining JSIL, he was associated with Peregrine Aviation Formerly JS Air (Pvt.) Limited, where he served for six years from 2006 - 2012 as Company Secretary and also as Head of Finance and Taxation

Mr. Salman Shakoor - (Head of Compliance & Risk Management)

Mr. Salman Shakoor, an Associate member of the Chartered Institute of management Accountants - London, joined JSIL in March 2007 as a member of Compliance and Risk Management Department. Since December 2011 he has been entrusted with the responsibility of Head of compliance and in May 2013 a responsibility pertaining to Risk Management functions was also handed over to him. Prior to joining JSIL, he was working as Financial Consultant in Ernst & Young Ford Rhodes Sidat Hyder (Chartered Accountants).

Mr. Shahzad Altaf - (Head of Information Technology)

Mr. Altaf joined JS Investments Ltd. in June 2015 as the Head of Information Technology. He is a seasoned Software Engineer with experience spread around developing systems for many Asset Management Companies and Banks.

Prior to joining JS Investments, Mr. Altaf was working for Askari Investment Management as Head of I.T. where he closely engaged with the upper management to develop IT Infrastructure, System Designs and Implementations.

Mr.Altaf has a Masters Degree in Computer Science and has strong command over multiple platforms such as Php, Dot Net, Oracle, Java and Visual Basic.

3.4 **Performance of the Listed Companies where Directors of JS Investments are holding similar office**

Jahangir Siddiqui & Co. Limited	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016***
EPS (Rs.)	22.96	-18.88	-11.77	-1.67	3.1	0.24	0.25	3.36	0.66
Shareholders' Equity (Rs. mn)	31,028	19,279	10,128	9,141	13,622	13,768	21,464	25,301	27,957
Total Assets (Rs. Mn)	37,494	23,184	15,384	12,188	16,419	14,968	22,921	27,021	30,393
Distribution (%)	159B	244B	10	-	7.5	-	-	-	

AL Abbas Sugar Mills Limited	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016***
EPS (Rs.)	4.32	16.27	11.8	13.07	28.25	16.56	17.17	28.51	20.67
Shareholders' Equity (Rs. mn)	870	1,126	1,247	1,382	1,728	1,962	2,226	2,228	2,321
Total Assets (Rs. Mn)	3,769	3,733	4,045	5,329	4,753	4,230	4,397	3,526	4,401
Distribution (%)	15	40	50	50	80	50	100	250	150

Askari Bank Limited	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016***
EPS (Rs.)	0.76	2.18	1.34	2.3	1.55	-6.32	3.19	4	3.32
Shareholders' Equity (Rs. mn)	12,971	14,949	16,004	17,664	19,570	18,729	23,707	26,853	32,009
Total Assets (Rs. Mn)	206,191	254,327	314,745	343,730	353,025	394,827	447,083	535,867	581,614
Distribution (%)	25 B	20 B	10 B	15 B	-	-	20	22.5	-

*3QFY16

3.5 Overview of the Existing Open End Schemes

Open-End Funds

		UTP	JS IF	JS-ISF	JS FOF	JS VF	JS LCF	JS GF	JS CF	JS IGSF	JSCPFV
Fund Launch Date		27 Oct 1997	26 Aug 2002	27 Dec 2002	31 Oct 2005	14 Jan 1996*	14 May 2004**	06 Jun 2006***	29 Mar 2010	5 Jun 2013	30 May 2016
Investment Strategy		Balanced	Fixed Income	Shariah Compliant Equity	Fund of Funds (Asset Allocation)	Equity	Equity	Equity	Money Market	Shariah Compliant Sovereign Fixed Income	Capital Protected
Listing		PSX	PSX	PSX	PSX	PSX	PSX	PSX	PSX	PSX	PSX
Trustee		CDC	MCBFSL	CDC	CDC	MCBFSL	CDC	MCBFSL	MCBFSL	MCBFSL	MCBFSL
Auditors		KPMG	Grant Thornton	A.F. Ferguson	KPMG	KPMG	KPMG	Grant Thornton	KPMG	KPMG	Grant Thornton
Risk Profile		Medium	Low to Medium	High	Medium	High	High	High	Very Low	Low to Medium	Low to Medium
Par Value (PKR)		100	100	500	100	100	100	100	100	100	100
Distributions (%)[1]	Max.	40.21	12.10	42.10	63.00	30.60	35.00	33.00	11.00	8.95	0.10
	Min.	1.81	1.73	0.78	2.35	3.69	0.50	0.87	2.30	0.40	-

** Converted into open-end scheme on 27 June 2013*
*** Converted into open-end scheme on 26 September 2010*
**** Converted into open-end scheme on 19 July 2013*

3.6 Performance of ExistingOpen-End Schemes under Management of JS Investments Limited

Open-End Funds

JS IF	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	879	872	1,832	821	731	721	997	5,015
Payout (PKR)	4.50	2	7	8	10	6	5	12
NAV	96	94	87	90	88	85	88	105
Return (Annualized)	6.33%	10.64%	7.67%	10.64%	13.06%	3.93%	-8.34%	11.79%

UTP	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	1,350	1,347	1,363	1,270	1,296	1,735	2,406	2,929
Payout (PKR)	3.50	2	20	23	13	5	12	-
NAV	155	148	132	145	115	103	103	91
Return (Absolute)	6.98%	13.52%	23.56%	42.01%	16.60%	13.23%	14.05%	-31.67%

[1] Since inception of the Fund as at March28, 2016

JS ISF	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	462	514	447	362	257	236	383	346
Payout (PKR)	1	1	15	12	-	42	11	-
NAV	104	98	69	73	50	82	69	60
Return (Absolute)	5.88%	42.90%	38.43%	45.49%	25.84%	40.23%	16.31%	-43.05%

JS FOF	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	190	171	141	84	454	789	837	717
Payout (PKR)	5.50	2	9	63	20	16	9	-
NAV	50	50	44	101	104	103	87	76
Return (Absolute)	9.08%	20.44%	40.09%	21.01%	20.00%	31.70%	13.99%	-25.69%

JSCF	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	782	825	1,371	1,717	1,816	1,444	1,420	
Payout (PKR)	5.70	9	8	9	11	11	2	-
NAV	103	102	102	103	104	105	102	
Return (Annualized)	5.71%	9.30%	8.21%	9.11%	11.62%	12.05%	9.65%	n/a

JSLCF**	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	665	899	802	1,732	1,191	1,475	2,153	2,058
Payout (PKR)	1	1	21	20	-	35	2	-
NAV	111	106	81	93	60	87	65	62
Return (Absolute)	4.77%	31.75%	39.64%	54.55%	14.87%	38.38%	4.65%	-47.56%

JSGF***	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	2128	2,396	4,974	4,246	3,235	3,035	2,896	2,892
Payout (PKR)	1.25	1	33	23	12	18	5	-
NAV	166	160	143	149	95	80	66	61
Return (Absolute)	3.88%	12.43%	40.12%	56.91%	17.92%	22.56%	6.61%	-45.02%

JSVF*	Jun-16	Jun-15	Jun-14	Jun-13	Jun-12	Jun-11	Jun-10	Jun-09
Net Assets (PKR-Mn)	1073	924	2,075	1,736	1,363	1,206	1,004	1,237
Payout (PKR)	1.75	4	31	11	-	7	10	10
NAV	205	180	167	146	96	83	66	75

Return (Absolute)	13.72%	9.73%	35.52%	64.65%	15.25%	25.89%	-11.43%	-50.45%

JSIGSF	**Jun-16**	**Jun-15**	**Jun-14**	**Jun-13**
Net Assets (PKR-Mn)	192	178	244	450
Payout (PKR)	3.35	6	9	0
NAV	101	100	100	100
Return (Annualized)	3.66%	6.22%	8.80%	6.51%

JS CPFV****	**Jun-16**
Net Assets (PKR-Mn)	299
Payout (PKR)	0.10
NAV	100
Return (Absolute)	0.10%

** Converted into open-end scheme on 27 June 2013*
*** Converted into open-end scheme on 26 September 2010*
**** Converted into open-end scheme on 19 July 2013*
***** Fund launched on 30 May 2016*

3.7 **Role and Responsibilities of the Management Company (Wakeel)**

The Management Company (Wakeel) shall manage, operate and administer the Fund in accordance with the Rules, the Regulations, directives, circulars and guidelines issued by SECP and the Deed and this Offering Document.

3.7.1 **Administration of the Fund**

The Management Company (Wakeel) shall administer the Allocation Baskets/Plans and/or the Fund in accordance with the Rules, the Regulations, the Deed and this Offering Document and the conditions (if any), which may be imposed by the SECP from time to time.

3.7.2 **Management of Trust Property**

The Management Company (Wakeel) shall manage the Trust Property in the interest of the Unit Holders (Muwakkil) 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, the Rules and the 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 (Wakeel) in this respect, unless such instructions are in conflict with the provisions of the Deed or the Rules and Regulations. The Management Company (Wakeel) shall not be liable for any loss caused to the Trust or to the value of the Trust Property due to elements or circumstances beyond its reasonable control.

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

3.7.3 **Appointment of Distributors**

The Management Company (Wakeel), 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 (Wakeel) shall 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 (Wakeel).

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

(a) the Distributor(s) fulfill the mandatory requirements or eligibility criteria as specified by Securities & Exchange Commission of Pakistan from time to time for selling of mutual funds units and are abiding by the code of conduct prescribed by the Mutual Funds Association of Pakistan;

(b) the Distributor(s) are equipped with the necessary support staff, computer hardware and software to provide service to the investors and have established an efficient communication link with the Management Company (Wakeel); and

(c) the written agreement with the Distributor(s) clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

3.7.4 **Appointment of Investment Facilitator**

The Management Company (Wakeel) 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 (Wakeel) shall be made available at all times on the websites of the Management Company (Wakeel).

The Management Company (Wakeel) shall ensure, where it appoints the Investment Facilitator, that:

a) the Investment Facilitator fulfills the mandatory requirements or eligibility criteria as specified by Securities & Exchange Commission of Pakistan from time to time for selling of mutual funds units and are abiding by the code of conduct prescribed by the Mutual Funds Association pf Pakistan; and

b) the written contract with the Investment Facilitator clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information

3.7.5 **Maintenance of Accounts and Records**

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

The Management Company (Wakeel) has specified Cut-Off Timings (for acceptance of applications of issuance, redemption, and conversion of Units of the Fund) in Annexure "C" ofthis Offering Document, on its website and at designated points. Such Cut-Off Timing shall uniformly apply on all Unit Holders (Muwakkil).

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

The Management Company (Wakeel) shall ensure that no entry and exit from the Fund (including redemption and re-issuance of Units to the same Unit Holders (Muwakkil) on different NAVs) shall be allowed other than the following manners, unless permitted otherwise by the SECP 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).

3.8 Maintenance of Unit Holders (Muwakkil) Register

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

3.8.2 The Management Company (Wakeel) has appointed **M/s. Technology Trade (Pvt.) Limited** as the Registrar.

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

Disclaimer

The Management Company (Wakeel) shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations, Trust Deed and this Offering Document, nor shall the Management Company (Wakeel) (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 (Wakeel) shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.9 Role of the Trustee

3.9.1 The Trustee shall perform its role as specified in the Rules, the Regulation and directives issued there under, the Deed and this Offering Document.

3.9.2 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s) (Muwakkil). 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 (Wakeel) provided it is not in conflict with the provisions of this Trust Deed, this Offering Document or the Rules and the Regulations. Whenever pursuant to any provision of the Trust Deed, any instruction, Certificate, notice, direction or other communication is required to be given by the Management Company (Wakeel), the Trustee may accept as sufficient evidence thereof:

- a document signed or purporting to be signed on behalf of the Management Company (Wakeel) by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Company (Wakeel) to accept; and
- any Instructions received online through the software solution adopted by the Management Company(Wakeel)/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)

3.9.3 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

3.9.4 In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost Investment forthwith with similar Investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.9.5 **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 (Wakeel). 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 Trust Property where such loss has been caused by negligence or any reckless willful act or omission of the Trustee or any of its attorney (ies), or agents.

3.9.6 **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 (Muwakkil)), within the framework of the Regulations, the Trust Deed and this Offering Document issued for the Fund.

3.9.7 **Investment of Fund Property at direction of Management Company (Wakeel)**

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

3.9.8 **Carrying out instructions of the Management Company (Wakeel)**

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

3.9.9 **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 (Wakeel) 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 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.

The Trustee shall not be liable for any loss caused to the Trust or to the value of the Trust Property due to any elements or circumstances beyond its reasonable control.

3.10 **Trustee shall also act as Custodian**

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

a. Segregating all property of the Fund from Custodian's Own property and that of its other clients.

b. Assuring the smooth inflow/outflow of dematerialized securities and such other instruments as required.

c. Ensuring that the benefits due on Investments are received and credited to the Fund's account.

The Trustee may, in consultation with the Management Company (Wakeel), 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 (Wakeel) for the safe keeping of any portion of the Trust Property.

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 (Wakeel) *nor for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of Investments forming part of the Trust Property. If for any reason it becomes impossible or impracticable to carry out the provisions of the Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.*

3.11 ***Shariah Governance/Shariah Advisory Services***

3.11.1 **Shariah Governance**

All activities of the Fund shall be undertaken in accordance with the guidelines prescribed or issued by the Shariah Advisors from time to time. Fund shall not invest in schemes that are related to activities that are non Shariah compliant or are unlawful in Shariah which may, among others, include:

a) Activities related to the investment in interest based transactions, conventional insurance transactions, intoxicants, gambling, pornography, Haram meat;

b) Activities related to taking interest bearing deposits or raising interest-bearing loans; and

c) Any other activities/investments declared restricted under Shariah by the Shariah Advisors.

3.11.2 **Shariah Advisory Services**

i. The Management Company (Wakeel) shall appoint Shariah Advisor(s) of the Fund as deemed appropriate by the Management Company (Wakeel). Such Shariah Advisor(s), as an entity or as a group of individuals shall be experts on Shariah and have good understanding of Finance. The Management Company (Wakeel) shall make such appointments in accordance with the guidelines as specified by SECP from time to time. The Shariah Advisors will be appointed through writing offer and acceptance of such appointment(s) for a period of one year and may be reappointed on completion of their term.

ii. The Management has appointed **M/s. Al Hilal Shariah Advisors (Pvt) Ltd** as the first Shariah Advisors of the Fund for a period of one year and may be reappointed on completion of their term,

The Management Company (Wakeel) may, at any time before the completion of the term, with the prior notice to the Trustee, Unit Holders (Muwakkil) and intimation to the Commission, terminate the Agreement with the Shariah Advisors by giving a notice as per the terms of their appointment. In such case the Management Company (Wakeel) shall immediately fill the vacancy under intimation to the Commission, Unit Holders (Muwakkil) and the Trustee.

The profiles of the members of Shariah Supervisory Council at Al Hilal Shariah Advisors (Pvt) Ltd are as follows:

Mufti Irshad Ahmad Aijaz
Considered a leading light in the field of Islamic Financial Structuring and Islamic Banking, Mufti Irshad has the honor of developing several Shariah Compliant Financial Structures and his services are readily sought after by various committees under the jurisdiction of the State Bank. He has played and continues to play a vital role in the Islamization of the economy. Mufti Irshad completed his Takhassus fil ifta from Jamia Dar ul Uloom, Korangi; and has an MBA in Finance from Iqra University.

Dr. Mohsin Naqvi
An Educationist and a research scholar, Dr. Mohsin Naqvi completed his Masters in Islamic Studies from University of Karachi and went on to complete his Ph. D in biblical studies from North Carolina University, USA. After acquiring religious education from local seminaries in Pakistan, Dr. Naqvi went to Najaf, Iraq to receive formal education / training in Ijtehad under the guidance of late Grand Ayatullah Abu Al Qasim Al Khoi. Dr. Naqvi is a seasoned author in the field of Islam and practical approaches and his research has been published in journals of international repute. His areas of interest include Quranic Tafseer, hadees research, education, Halal certification and financial structures.

Mufti Syed Zahid Siraj
Mufti Syed Zahid Siraj is a renowned shariah scholar in the field of Islamic Finance and Takaful. He has served as Principal of Al-Arqum Riaz-ul-Uloom, Karachi, Pakistan and has remained a Lecturer at Darul Uloom Al-Qadiriah Al-Markaz-ul-Qadiri, Karachi and Jamia Anwar-ul-Quran, Karachi, Pakistan. Over the years he has written several books and his articles have been published periodicals and journals of international repute: Mr. Siraj has been issuing Fatawa (Shariah Pronouncements) since Last 11 years while also delivering lectures on Fridays & Eid Prayers since the last 13 years. He completed his Darajah Al-Ijazah Al-Aliyah (Graduation Level in Islamic Studies & Modern Thoughts) and Shadah Al-Alimiyah from Tanzeem-ul-Madaris Pakistan (2nd Position in Pakistan). He holds a Msters in Islamic Studies and a Masters in Economicsas well as Arabic & Islamic Culture. He is a Certified Islamic Banker (CIB) and Certified Takaful Professional (CTP).

Mufti Ehsan Waquar Ahmed
Mufti Ehsan Waquar Ahmad holds Takhassus fil Fiqh (Mufti) from Jamia-tur-Rasheed besides qualification in Dars-e-Nizami. He has also done Masters in Business Administration (MBA) with majors in Finance from IoBM (CBM) and Masters in Economics from University of Karachi. His areas of interest includes liability side banking products and Takaful. Mufti Ehsan has been teaching Fiqh, and Fiqh-ul-Muamlaat at Jamia-tur-Rasheed.

Mufti Zeeshan Abdul Aziz
Mufti Zeeshan Abdul Aziz holds Takhassus fil Fiqh (Mufti) from Jamia Dar ul Uloom Karachi besides qualification in Dars-e-Nizami. Mufti Zeeshan is recognized as an expert in the field of Insurance and has worked alongside several insurance providers in Pakistan as well as the middle east to structure their Takaful (Islamic Insurance) services. Mufti Zeeshan also works as a specialist in the field of Halal Foods and is working on the development of standards for Halal Food certification in association with Pakistan Standards and Quality Assurance Association

iii. Al Hilal Shariah Advisors has nominated Mufti Irshad Ahmad Aijaz Sahab to advise on matters of the Fund pertaining to shariah and vet all the legal documents.

iv. Shariah Advisor(s) shall advise the Management Company (Wakeel) on matters relating to Shariah Compliance, including advising in respect Shariah related matters pertaining to the legal documents of the Fund and recommend investment guidelines consistent with the Shariah. Any verdict or Fatwa issued by the Shariah Advisors in respect of any Shariah related matter would be final and acceptable by the Trustee, the Management Company (Wakeel), the Unit Holders (Muwakkil) and other parties related with that matter. Their responsibilities will be as under:

a. Determining that Fund's activities including those of the respective Allocation Baskets/Plans comply with the principles of Shariah in all respects.

b. Communicating to the Management Company (Wakeel) any of its findings regarding compliance with the Shariah of the Fund's investments (through the Allocation Baskets/Plans) within one month upon receipt of all relevant information and documentation.

c. Advising the Management Company (Wakeel) the criteria for selection of schemes where the Allocation Baskets/Plans of the Fund may invest; the Shariah Advisors may develop a list of Shariah Compliant investments.

d. Establishing principles for calculating, where applicable, and determining an appropriate percentage of income and cash-flows, by schemes in which the Allocation Baskets/Plans of the Fund have invested, from activities not in accordance with the principles of the Shariah, i.e. the income is not Halal, and recommending to the Management Company (Wakeel) the criteria for selecting the Charities to whom such sums shall be donated.

e. Preparing yearly report of the Fund's compliance with the principles of Shariah for inclusion in the Fund's financial reports.

f. The Shariah Advisors may, with the consent of the Management Company (Wakeel), appoint any other Islamic Scholar to provide Shariah Advisory and supervisory services in addition to the Shariah Advisors own Shariah Advisory Board from time to time as and when deemed necessary under intimation to SECP, without any additional fees chargeable to the Fund.

3.12 Registrar/Transfer Agent

The Management Company (Wakeel) has appointed **M/s Technology Trade (Private) Limited** having its office at **Dagia House, 241 C, Block 2, PECHS, Karachi** as Registrar/Transfer Agent of the Fund until any further notice and intimation to the Trustee. The Registrar will be responsible for maintaining the Unit Holder's (Muwakkil) Register, preparing and issuing Account Statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders (Muwakkil).

3.13 Distributors/Sales Facilitators

3.13.1 Annexure 'D' of this Offering Document offers details of the Distributors (Including the branches and staff of the Management Company (Wakeel)) who shall be performing the Distribution Functions. These branches may be increased or decreased by the Management Company (Wakeel) from time to time. The Management Company (Wakeel) may, from time to time, appoint additional Distributors/ Sales Force (if they fulfill the requirement of Regulations) or terminate the arrangement with any Distributor and intimate the Trustee and SECP accordingly. The Management Company (Wakeel) may itself perform the functions of a Distributor either directly or through sub-distributors.

3.13.2 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 (Muwakkil), 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 (Wakeel) or Transfer Agent as appropriate for further action. The Management Company (Wakeel) shall remunerate the Distributors out of its resources and/or from Front-end Load.

3.14 **Auditors**

3.14.1 The first independent Auditors of the Fund are:

KPMG Taseer Hadi & Co.
(Chartered Accountants)

Registered Address:
Sheikh Sultan Trust Building No.2,
Beaumont Road, Karachi 75530

3.14.2 They shall hold office until the transmission of the reports and accounts, which will cover the period from the launch of the Fundup to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company (Wakeel) as provided in the Regulations. 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 the Regulations.

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

3.14.4 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 (Wakeel) as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.

3.14.5 The Auditors shall prepare a written report to the Unit Holders (Muwakkil) 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' (Muwakkil) funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

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

Shariah Compliance Auditor:

3.14.7 The Auditor of the Fund will also act as Shariah Compliance Auditor, and will complete Shariah Compliance Audit of the Fund for each year within three (3) months from the close of annual Accounting Period, and will issue a Shariah compliance audit report.

3.14.8 The Shariah Compliance Auditor would verify the following aspect of the Fund's activities:

i. Necessary approvals have been obtained from the Shariah Advisors, as the case may be, in respect of transactions involving Shariah related matters.

ii. Documentations containing all necessary information to make it Shariah Compliant.

iii. No mis-use of funds has been committed.

iv. Funds were placed for investment under Shariah Compliant avenues.

v. Costs charged to the Fund were in accordance with the Shariah permission and terms of the Trust Deed.

vi. Profits from investments and the fees paid to the Trustee and the Management Company (Wakeel) are in accordance with the agreed rates.

vii. Distributions for the Unit Holders (Muwakkil) are in the accordance with terms agreed upon.

viii. Any other point affecting the Shariah Compliance.

ix. The Shariah Compliance Auditor will base his audit on tests usually applied in practice.

x. Disclosure shall be made in the notes to the financial accounts of earnings prohibited by Shariah, if any, and how those amounts are disposed of. Disclosure shall also be made of any amounts paid for purposes not permitted by Shariah.

xi. Disclosure shall be made of whether the Zakat payment is the responsibility of the Fund or the responsibility of Unit Holders (Muwakkil). The Scheme shall also disclose the Zakat due for each unit

3.14.9 The Shariah Compliance Auditor should be competent to carry out the Shariah Compliance audit, including that the audit firm should have experience or requisite knowledge of conducting Shariah compliance audits and should have laid down system and program to carry out such audit.

3.15 **Legal Advisors**

Bawaney & Partners
Registered Address:
3rd and 4rd Floor, Plot 68-C,
Lane 13, Bukhari Commercial Area,
DHA Phase VI, Karachi

3.16 **Bankers**

The Bankers of the Fund are:

a) Faysal Bank Ltd Barkat Islamic Banking
b) JS Bank Limited

The Trustee may open new accounts or close existing accounts with one or more Banks as required by the Management Company (Wakeel). The Trustee will operate Bank Accounts on instruction of the Management Company (Wakeel).

3.16.1 **Shariah Compliant Bank Accounts**

(a) The Trustee, at the request of the Management Company (Wakeel), shall open Bank Account(s) for the Trust at designated Shariah Compliant 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. These Bank Account(s) shall be titled:

Bank accounts for Pre-Initial Offer Period (Pre-IOP)

1. **"MCBFSL Trustee –JSIL Funds" (as covered in clause 4.12.1(f))**
2. **"MCBFSL Trustee – JSIHFOF"**
3. **"MCBFSL Trustee – JSIHFOF MUSTANAD - Pre-IOP"**
4. **"MCBFSL Trustee – JSIHFOF MUSTAHKEM - Pre-IOP"**
5. **"MCBFSL Trustee – JSIHFOF MUTANASIB - Pre-IOP"**
6. **"MCBFSL Trustee – JSIHFOF MUFEED - Pre-IOP"**
7. **"MCBFSL Trustee – JSIHFOF MUNAFA - Pre-IOP"**

Bank Accounts for Initial Offer Period (IOP), and subsequent to IOP:

1. **"MCBFSL Trustee – JSIL Funds" (as covered in clause 4.12.1(f))**
2. **"MCBFSL Trustee – JSIHFOF"**
3. **"MCBFSL Trustee – JSIHFOF MUSTANAD"**
4. **"MCBFSL Trustee – JSIHFOF MUSTAHKEM"**
5. **"MCBFSL Trustee – JSIHFOF MUTANASIB"**
6. **"MCBFSL Trustee – JSIHFOF MUFEED"**
7. **"MCBFSL Trustee – JSIHFOF MUNAFA"**

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

(c) All bank charges for opening and maintaining Bank Accounts for *the Trust*shall be charged to the Fund by proportionately dividing it amongst the existing Allocation Baskets/Plans.
All bank charges for opening and maintaining Bank Accounts for *an Allocation Basket/Plan* under the Trust shall be charged to the pertinent Allocation Basket/Plan.

(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 (Muwakkil) 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 during the Pre-IOP 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 (Wakeel) or the Trustee to those Investors who participated in the Pre-IOP, in the form of additional Units, in proportion of their investments, at the Management Company (Wakeel)'s discretion.

(f) The Trustee shall, if requested by the Management Company (Wakeel) at its discretion also open a separate Account designated by the Management Company (Wakeel). 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 (Wakeel) 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 (Wakeel) mentioned above, there are similar provisions in the constitutive documents of such Funds and have Trustee as common between them. Such accounts shall be in the title of ***MCBFSL Trustee –JSIL Funds***.

3.17 Rating of the Fund

The Management Company (Wakeel) shall obtain a rating of the Fund if required under the Regulation.

3.18 Disposal of Haram Income

Any haram income earned in the investment process of the Fund shall be purified by means of Charity. The calculation methodology of Haram Income shall be informed by the Shariah Advisors in the Shariah guidelines and the Charity amount shall be verified and approved by the Shariah Advisors. Such income shall be paid to a charitable/welfare organization which is neither related to, nor a Connected Person of the Shariah Advisors, Management Company (Wakeel), Trustee, board of the Management Company (Wakeel) or any of their employees.

3.19 Minimum Fund Size

The minimum size of the Fund shall be one hundred (100) million rupees at all times during the life of the Fund. In case after the commencement of the Initial Offering Period or subsequently at any time if the size of the Fund falls below that minimum size of one hundred (100) million rupees, the Management Company (Wakeel) 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 Management Company (Wakeel) shall immediately intimate the grounds to the SECP upon which it believes that the Fund is still commercially viable and its objective can still be achieved as provided in the Regulations.

4. PART IV - CHARACTERISTICS OF UNITS

4.1 Units

All Units and fractions (up to four decimal places) 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 (Muwakkil) has a beneficial interest in the Fund proportionate to the Units held by such Unit Holder (Muwakkil). For the convenience of investors, the Management Company (Wakeel) may issue Units with different options for different arrangements as chosen by the investor from time to time, after seeking prior approval of the SECP and amending the Offering document.

4.2 Classes and Types of Units

4.2.1 The Management Company (Wakeel) may issue any of the following classes of Units:

i.) Class "A" Units which shall be charged with a Front-end Load, if any.

ii.) Class "B" Units which shall be charged with a Back-end Load, if any.

iii.) Class "C" Units which shall be charged with a Front-end Load and Back-end Load, if any

iv.) Class "D" Units which shall be charged with a Front-end Load and Contingent Load, if any.

The detail of the current level of Load charged on these Units is outlined in Annexure "A" of this Offering Document.

4.2.2 The Management Company (Wakeel) does not intend to currently offer Class "B", "C" and "D" Units at the time of publication of this Offering Document in its initial Allocation Baskets/Plans, which may be offered at the discretion of the Management Company (Wakeel) at a subsequent stage through newspaper announcements having wide circulation in Pakistan. Further, Allocation Baskets/Plans which may be issued in future by the Management Company (Wakeel) may issue such Classes of Units and this shall be mentioned in the Supplementary Offering Document(s) of that Allocation Basket(s)/Plan(s).

4.2.3 Subject to the terms of the Trust Deed, 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 (Muwakkil) has a beneficial interest in the Allocation Baskets/Plans under the Fund, proportionate to the Units held by such Unit Holder (Muwakkil).

4.2.4 The Management Company (Wakeel) may at its discretion charge different levels of Front-end Load to different investors. In such an instance the Management Company (Wakeel) may instruct the Trustee to refund a portion of the Front-end Load to the Unit Holder (Muwakkil), or issue additional Units or fractions thereof to the Unit Holder (Muwakkil) based on the price applicable to the Units issued against the relevant application. The Management Company (Wakeel) may also at its discretion instruct the Trustee to receive the purchase amount on the basis of the reduced Front-end Load. However the Trustee will not accept any amount which is less than the amount based on the Net Asset Value.

4.2.5 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.

4.3 Purchase and Redemption of Units

4.3.1 Units can be purchased at the Offer Price on any Dealing Day and redeemed at the Redemption Price on any Dealing Day in accordance with the procedure set out in Clauses 4.4 (namely **"Procedure for Purchase of Units"**)and Clause 4.5 (namely **"Procedure for Redemption of**

Units"*)* of this Offering Document after deduction of a Back- End /Contingent Load as per "Annexure A" of this Offering Document.

4.3.2 During the period the Register is closed, as mentioned in Clause 6.6 (namely **"Closure of Register"**) of this Offering Document, the sale and redemption of Units will be suspended.

4.3.3 Back End /Contingent Load as per "Annexure A" of this Offering Document will be applicable on any redemption of Units.

4.4 **Procedure for Purchase of Units**

4.4.1 **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 of any of the Allocation Baskets/Plans in the Fund.

Application may be made pursuant to the procedures described in paragraph 5.4.4 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 of the Allocation Baskets/Plans 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, 2016, as amended from time to time, including by SROs, circulars or directives.

NOTE: the Fund is listing on Pakistan Stock Exchange

(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 Unitscan be purchased?

4.4.2 **Account Opening Procedure**

The procedure given below is designed for paper-based transactions. The Management Company (Wakeel) at a later date may introduce electronic / internet based options for the transactions.

(a) Before purchasing Units of the Allocation Baskets/Plans under the Fund, an investor must open an account with Management Company (Wakeel) using the Registration Form as prescribed by the Management Company (Wakeel).

(b) In case of individuals, a photocopy of the Computerized National Identity Card (CNIC) or NICOP or an attested copy of Passport etc of the applicant or any other form of identification acceptable to the Management Company (Wakeel) needs to be furnished. Furthermore, Zakat Affidavit (incase exemption is sought from Zakat deduction) and specimen signatures of the applicant shall also be furnished.

(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 the relevant resolution of the board of directors/trustees approving the Investment;

(iii) 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;

(iv) Duly Certified Copy(ies) of the Computerized National Identity Card (CNIC) of the officer(s) to whom the authority has been delegated along with specimen signature.

(d) In case of existing Unit Holders (Muwakkil), if any of the documents (in a-c above) have previously been submitted with the Management Company (Wakeel) and/or Transfer Agent, fresh submission of documents will not be required, provided that, submitted documents are acceptable to Management Company (Wakeel). However, the account number must be provided to facilitate linking.

Any change of name (along with supporting evidence)or address of any Unit Holder (Muwakkil) as entered in the Register shall forthwith notified in writing by relevant Unit Holder (Muwakkil) to the Management Company (Wakeel) *or Distributor or Registrar.*

(e) The Distribution Company and/or Management Company(Wakeel) will be entitled to verify the particulars given in the Registration 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 issuance of theUnits, 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 (15) 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 (Muwakkil) shall not be entitled to any payment beyond the redemption value so determined.

(g) The Registration Formcan be lodged with any Distributor or directly lodged with the Management Company (Wakeel). No other person (including Investment Facilitators) is authorized to accept the forms or payment.

(h) The Management Company (Wakeel) will make arrangements, from time to time, for receiving Registration Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.4.3 **Joint Application**

(a) Joint application can be made by up to four applicants. Such persons shall be deemed to hold Units on First Holder Basis (Principal Account Holder). However, each person must sign the Registration Form and submit a copy of Computerized National Identity Card, NICOP, Passport and other identification document.

(b) The first named Holder (Principal Account 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 (Wakeel).

(c) In the event of death of the first Holder (Principal Account Holder), the person first in the order of survivor(s) as stated in the Registration Form shall be the only person recognized by the Trustee and the Management Company (Wakeel) 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 (Wakeel).

Provided, however the Trustee and/or the Management Company (Wakeel) *may at their discretion request the production of a succession or heir-ship certificate or any other mandate from an appropriate Court or lawful authority before releasing of redemption requests or dividends in cases of doubts or disputes among the Joint Unit Holders (Muwakkil) and/or the legal heirs or legal representatives of the deceased.*

4.4.4 **Purchase of Units**

(a) After opening an account, an Account Holder may purchase Units of the Allocation Basket(s)/Plan(s) under the Fund using the Purchase of Units Form as prescribed by the Management Company (Wakeel). Payment for the Units must accompany the form.

(b) Application for Purchase of Units shall be made by completing the prescribed Purchase of Units Formand submitting it to the Authorized Branches of the Distributor or to the Management Company (Wakeel) 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 per the details specified below;

Allocation Basket/Plan	Pre-IOP - Bank Accounts for Demand Draft, Online transfer, or Cheques (account Payee only)	IOP and Subsequent to IOP - Bank Accounts for Demand Draft, Online transfer, or Cheques (account Payee only)
Mustanad	MCBFSL Trustee - Mustanad - Pre-IOP	MCBFSL Trustee - Mustanad
Mustahkem	MCBFSL Trustee - Mustahkem - Pre-IOP	MCBFSL Trustee - Mustahkem
Mutanasib	MCBFSL Trustee - Mutanasib - Pre-IOP	MCBFSL Trustee - Mutanasib
Mufeed	MCBFSL Trustee - Mufeed - Pre-IOP	MCBFSL Trustee - Mufeed
Munafa	MCBFSL Trustee - Munafa - Pre-IOP	MCBFSL Trustee - Munafa

In addition, the investors may invest in any Allocation Basket/Plan, during Pre-IOP, IOP and subsequent to IOP, by specifying their choice of Allocation Basket(s)/Plan(s) in the Purchase of Units form, and paying through Demand Drafts, Online transfers, or Cheques (account payee only) into the following accounts held with the Trustee:

- MCBFSL Trustee – JSIL Funds
- MCBFSL Trustee - JSIHFOF

(c) The Management Company (Wakeel) 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 SECP.

(d) Applicants must indicate their account number in the Purchase of Unit Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.

(e) The applicant must obtain a copy of the application signed and stamped by an authorized officer (relationship manager) of the Distributor or the Management Company (Wakeel), as the case may be, acknowledging the receipt of the application, copies of other documents prescribed

herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be valid if issued by Distributors.

(f) The Distribution Company and/or Management Company (Wakeel) will be entitled to verify the detail given in the Purchase of Unit Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).

(g) The Management Company (Wakeel) will make arrangements, from time to time, for receiving Investment Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.4.5 **Minimum Amount of Investment**

Subject to discretion of the Management Company (Wakeel), the minimum amount of initial Investment size shall be the price for purchase one(1) Unit of the Allocation Basket/Plan under the Fund at the Offer Price.

The Management Company (Wakeel) reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders (Muwakkil). However, enhancement in current minimum monetary Investments shall not take effect retrospectively.

4.4.6 **Cut-Off Timings**

The Cut-off Time of the Fund before which Unit transactions shall be effectuated in the Allocation Baskets/Plan under the Fund including receiving applications for issuance, redemption and transfer of Units shall be in accordance to “Annexure C”

The Cut-off Time shall be specified on the web-site of the Management Company (Wakeel). The Management Company (Wakeel) may revise such timings under prior intimation to the SECP, Unit Holders (Muwakkil) and the Trustee without the need to amend this Offering Document. The revised Cut-off Time shall be displayed prominently on the web-site of the Management Company (Wakeel).

The Management Company (Wakeel) shall forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within twenty-four (24) hours of the receipt of such requests.

4.4.7 **Determination of Offer (Purchase) Price**

(a) During Pre-Initial Offering Period (Pre-IOP) and Initial Offering Period (IOP), the Units of the Allocation Basket(s)/Plan(s) under the Fund shall be issued at the "Initial Price". The amounts received from investors during Pre-IOP and IOP shall be deposited in bank accounts as covered in clause 4.12.1 (bank accounts). Income earned in these accounts during the Pre-Initial Offering Period (Pre-IOP) shall, after deducting all expenses that may be incurred by the Management Company (Wakeel), be paid to the Investors in proportion to their respective Investments in the form of additional Units. Provided that the additional Units, so issued, shall be issued at Par Value and shall not be charged a Front-End Load. The total amount available in the accounts after completion of the Initial Offering Period shall be transferred to the Bank Accounts of the Allocation Baskets/Plans.

(b) Subsequently, after the completion of the Initial Offering Period (IOP), Units will be offered at the "Offer Price", calculated and announced by the Management Company (Wakeel) for every Dealing Day through its website and MUFAP.

(c) The Offer (Purchase) Price shall be equal to the sum of:

(i) The Net Asset Value of the respective Allocation Basket(s)/Plan(s) as of the close of the Dealing Day on which the application for purchase of Units is received;

(ii) Any Front-end Load as disclosed in this Offering Document.

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

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

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

If such price exceeds or falls short of the current value of the underlying assets by more than five percent (5%) based on information available, the Management Company (Wakeel) shall defer dealing and calculate a new price and this new price would be applicable for dealing of units.

(d) The Purchase Price so determined shall apply to purchase requests, received by the Distributor or the Management Company (Wakeel) before the Cut-Off time on the Dealing Day on which the completely and correctly filled application for purchase of Units is received.

(e) The Purchase Price determined by the Management Company (Wakeel) 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 (Wakeel) website and the website of MUFAP.

4.4.8 **Allocation/ Issue of Units**

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

(b) Units will only be allocated and issued after realization of funds in the Bank Accounts of the respective Allocation Baskets/Plans under the Fund.

(c) The Transfer Agent shall send an account statement or report to the Unit Holder (Muwakkil) each time there is an activity in the account within fifteen (15) days of such activity. Such statements or report shall be sent either by electronic means or through mail or courier to the Unit Holder's (Muwakkil) address recorded in the Register of Unit Holders (Muwakkil). Moreover, the Management Company (Wakeel) shall also arrange to acknowledge(in any suitable form, electronic or physical) thereby confirming the breakup of amount received from the unit holder (Muwakkil) and amount of the Front-end Load on each transaction within the specified timeline as per requirements prescribed by SECP.

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

4.4.9 **Issuance of Physical Certificates**

(a) Unit Certificates will be issued only if requested by the Unit Holder(s) (Muwakkil)

(b) Unit Holder(s) (Muwakkil) can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distributor together with a fee as specified in Annexure "A" subject to revisions of fee from time to time by the Management Company (Wakeel).

(c) The Certificate will be posted at the applicant's risk within Twenty One(21) Business Days after the request for the Certificate has been made to the address of the Unit Holder (Muwakkil) or to the address of the first named Joint Unit Holder (Muwakkil), if the relevant Unit or Units are jointly held.

(d) The Certificate will be issued in such form and denomination as may from time to time be agreed between the Management Company (Wakeel) and the Trustee, which shall be signed by the authorized officers of the Management Company (Wakeel), Trustee and the Registrar.

(e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.

4.4.10 **Replacement of Certificates**

(a) The Transfer Agent or Management Company (Wakeel) may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder (Muwakkil) 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 (Muwakkil) shall on application on prescribed form be entitled to consolidate the entire holding in the Allocation Baskets/Plans under the Fund into one (01) Certificate upon surrender of existing Certificates of the relevant Allocation Basket/Plan.

(c) Each new issue of Certificates will require payment as specified in Annexure "A" subject to revisions of fee from time to time by the Management Company (Wakeel).

4.5 **Procedure for Redemption of Units**

4.5.1 **Who Can Apply?**

All Unit Holders (Muwakkil) shall be eligible for redemption after the closure of the Initial Period. After the Initial Period all Unit Holders (Muwakkil) are eligible to redeem the said Units (subject to applicable Back-end/Contingent Load as specified in Annexure "A").

4.5.2 **Redemption Application Procedure**

(a) Request for Redemption of Units shall be made by completing the Redemption/ Gain Realization Forms prescribed by the Management Company (Wakeel) and the same is received in original at the Authorized Branch or office of the Distributor on a Dealing Day during before the Cut-Off Time as may be announced by the Management Company (Wakeel) from time to time. The Distributor may retain a copy of the redemption request and a copy may also be supplied to the Registrar, if so required by the Management Company (Wakeel).

(b) The Management Company (Wakeel) 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 (Muwakkil) thereof. **The relevant Certificate shall accompany the request for Redemption of Units, if issued**. At the discretion of the Management Company (Wakeel) certificate charges may apply for the reissued Certificate.

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

(d) In case of a request for redemption by Joint Unit Holders (Muwakkil), unless otherwise specified by the joint holders, such request should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account in the Unit Holder (Muwakkil) Register, through the Registration Form.

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

(f) The Unit Holder (Muwakkil) will receive a confirmation of the receipt of the request for redemption from the relevant Distribution Office.

(g) If subsequent to receipt of the redemption request by the Distributor, but prior to the redemption of the Units, the request is found by the Management Company (Wakeel) or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company (Wakeel) or Registrar or the Distributor will advise the Unit Holder (Muwakkil) 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 request for redemption will be cancelled treating the same as null and void. The Unit Holder (Muwakkil) will then have to submit a fresh request for Redemption of Units.

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

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

(j) The amount can also be paid to the third party upon instruction of the Unit Holder (Muwakkil) through electronic bank transfer to the Unit Holder's (Muwakkil) designated Bank account as mentioned in the Investor's Registration Form or request for redemption subject to fulfillment of required documents as the Management Company (Wakeel) may deem appropriate.

(k) No Money shall be paid to any intermediary except the Unit Holder (Muwakkil) or his authorized representative.

(l) The Management Company (Wakeel) may make arrangements through branches of Banks to facilitate redemption of Units. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the SECP.

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

(n) 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 DealingDay exceed ten percent (10%) of either the total number of Units outstanding, such redemption requests in excess of ten percent (10%) may be deferred in accordance with the procedure elaborated in the Clause 5.10.4 (namely **"Queue System")**.

(o) On the occurrence of any circumstance specified in the Regulation or the Deed that may require the Fund or its Allocation Baskets/Plans should be suspended, the Management Company (Wakeel) shall suspend the Sale and Redemption of Units and the intimation of suspension shall be made to the Unit Holders (Muwakkil), the Trustee and the SECP according to the procedure laid down in the Regulation.

4.6 Purchase and Redemption of Units outside Pakistan

4.6.1 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 (Wakeel) for the Purchase 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 Offer Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of Certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.

4.6.2 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 (Wakeel), nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time.

4.6.3 The currency of transaction of the Fund is the Pakistan Rupee and the Management Company (Wakeel), 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 (Wakeel), for receipt or payment in any other currency or for any obligations arising therefrom.

4.7 **Determination of Redemption Price**

4.7.1 The Redemption Price shall be equal to the Net Asset Valueof the respective Allocation Basket(s)/Plan(s) as of the close of Dealing Day less:

(a) Any Back-end/Contingent Load as per the details in Annexure "A" of this Offering Document;

(b) Such amount as the Management Company (Wakeel) may consider an appropriate provision for Duties and Charges and other levies etc;

(c) Such amount as the Management Company (Wakeel) may consider an appropriate provision for Transaction Costs; and

(d) Such sum shall be adjusted downwards to the nearest paisa.

An increase in Back-end/Contingent load will require 90 days prior notice to the Unit Holder (Muwakkil) or any other period as specified in the Regulations after seeking prior approval of SECP.

4.7.2 The Redemption Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company (Wakeel) before the Cut-Off Time on the Dealing Day on which the correctly and properly filled redemption request is received.

4.7.3 The Redemption Price determined by the Management Company (Wakeel) 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 (Wakeel) may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company's (Wakeel) and MUFAP's website.

4.8 **Procedure for Requesting Change in Unit Holder (Muwakkil) Particulars**

4.8.1 **Who Can Request Change?**

All Unit Holders (Muwakkil) are eligible to change/update their Unit Holder (Muwakkil) details if they so desire. For such change in particulars, a request shall be made to the Management Company (Wakeel) or the Distributor(s).

Application Procedure for Change in Particulars

(a) Some of the key information which the Unit Holder (Muwakkil) can change/update is as follows:
   i. Change in address
   ii. Nominee or joint Unit Holder (Muwakkil) detail
   iii. Change in Bank Account details
   iv. Operating instructions of the Account

Change will not be allowed in CNIC numbers or in the Title of Account without any documentary evidence of valid change of the same as allowed by a competent authority.

(b) Fully completed request has to be submitted by both Individuals and/or Institutional Investor(s) and should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company (Wakeel) before the Cut-Off Time on any Dealing Day.

(c) The Unit Holder (Muwakkil), making a request for change/update of Unit Holder (Muwakkil) particular must obtain a copy of the request, duly signed and verified by an Authorized Officer of the Distributor or Management Company (Wakeel).

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

(e) The Unit Holder (Muwakkil) 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 (Muwakkil) equivalent Units at the time of the service request or the Management Company (Wakeel) may require separate payment for such services.

(f) Unless the Joint Unit Holder(s) (Muwakkil) of Units have specified otherwise, all the Joint Unit Holder(s) (Muwakkil) shall sign the request for such request for change/update of Unit Holders (Muwakkil) particulars.

4.8.2 **Transfer, Nomination, Transmission and Systemic Conversion Procedure**

(a) Unit Holder (Muwakkil) 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(Wakeel)/Registrar has been satisfied that all the requisite formalities including the payment of any taxes and duties have been complied with.

b) Both the transferor and the transferee must sign the request for 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. Transfer requests must be duly completed in all respects including affixation of transfer stamps of the requisite value.

c) Where Certificates have been issued, the Management Company(Wakeel) / 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) (Muwakkil) 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 (Wakeel) or the Transfer Agent shall retain all instruments of transfer.

d) The Transfer Agent shall, with the prior approval of the Management Company (Wakeel) or the Management Company (Wakeel) 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 or any other prescribe period from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years or any other prescribe period 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 yearsor any other prescribe period from transmission to the Trust. The Trustee or the Management Company (Wakeel) 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 (Wakeel) 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 (Wakeel) 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 (Wakeel) or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by the Management Company (Wakeel) and shall not be destroyed. Unit Holder (Muwakkil) may

nominate any successor/ nominee for transmission, subject to all legal requirements, in case of the deceased of Unit Holder (Muwakkil).

e) Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder (Muwakkil) shall be processed by the Transfer Agent or the Management Company (Wakeel) itself as Registrar after satisfying as to all legal requirements such as intimation of death of deceased Unit Holder (Muwakkil) along-with certified copy of death certificate, indemnity from nominee along-with copy of CNIC of nominee and deceased Unit Holder (Muwakkil), original Unit Certificate (in case of Physical Certificate) etc. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company (Wakeel) shall pay the relevant processing fee to the Transfer Agent.

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

4.8.3 **Partial Transfer**

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

4.9 **Procedure for Pledge / Lien / Charge of Units**

4.9.1 **Who Can Apply?**

(a) All Unit Holders (Muwakkil) are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via request for Pledge of Units as prescribed by the Management Company (Wakeel).

(b) Any Unit Holder (Muwakkil) either singly or with Joint Unit Holder(s) (Muwakkil) (where required) may request the Management Company (Wakeel) 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 hold such Units in its own right. The Management Company (Wakeel) or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company (Wakeel). However, the lien shall be valid only if evidenced by an Account Statement or letter issued by the Management Company (Wakeel) or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien /pledge 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 (Wakeel), 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 (Wakeel) 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.

(e) The Distribution Company and / or Management Company (Wakeel) 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 request for pledge of Units has to be submitted by both Individuals and/or non-individuals Unit Holders (Muwakkil). This request should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company (Wakeel) directly before the Cut-Off Time on a Dealing Day.

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

4.10 Temporary Change in Method of Dealing, Suspension of Dealing and Queue System(Force Majeure)

4.10.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 5.10.2 (namely **"Suspension of Fresh Issue of Units")** and Clause 5.10.3 (namely **"Suspension of Redemption of Units")**, subject to compliance with Regulation (having regard to the interests of Unit Holders (Muwakkil)), the Management Company (Wakeel) 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 (Muwakkil) and with the approval of Trustee.

4.10.2 Suspension of Fresh Issue of Units

The Management Company (Wakeel) may, under certain circumstances, suspend issue of fresh Units of one or more Allocation Basket(s)/Plan(s). These circumstances may include;

a. The situation referred in Clause 5.10.3 (namely **"Suspension of Redemption of Units")** and Clause 5.10.4 (namely **"Queue System"** of this Offering Document;

b. A situation in which it is not possible to invest the amount received against issuance of fresh Units of such Allocation Basket/Plan.

c. Any other situation in which issuance of fresh Units is, in Management Company's (Wakeel) opinion, against the objectives of the respective Allocation Basket/Plan or interests of the existing/remaining Unit Holders (Muwakkil) of such Allocation Basket/Plan.

Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution. The Management Company (Wakeel) shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company (Wakeel) shall immediately notify the SECP and Trustee if issuance of Units of Allocation Basket(s)/Plan(s) is suspended and shall also have the fact published, immediately following such decision, on the company's website.

In case of suspension of redemption of Units due to extraordinary circumstances the issuance of Units of the Allocation Basket(s)/Plan(s) shall also be kept suspended until and unless redemption of Units is resumed.

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

4.10.3 Suspension of Redemption of Units

The Redemption of Units may be suspended during extraordinary circumstances/ Force Majeure. Redemption requests received on the day of the suspension shall be rejected.

4.10.4 **Queue System**

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company (Wakeel) 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 (Wakeel) shall proceed to sell adequate assets of the relevant Allocation Basket(s)/Plan(s) under the Fund and / or arrange borrowing as it deems fit in the best interest of all Unit Holders (Muwakkil) 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 (Wakeel) shall provide all redemption requests duly timed and date stamped to the Trustee within 24 hours of receipt of any such request following the queue system. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceed ten percent (10%) of the Units in issue, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units then in issue.

4.10.5 **Winding up in view of Major Redemptions**

In the event, the Management Company (Wakeel) is of the view that the quantum of redemption requests that have built up are likely to result in the Fund or its Allocation Basket(s)/Plan(s) being run down to an unsustainable level or it is of the view that the selloff of assets is likely to result in a significant loss in value for the Unit Holders (Muwakkil) who are not redeeming, it may announce winding up of the Fund or any its Allocation Baskets/Plans. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holders (Muwakkil) 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 (Wakeel) finds it feasible. In case of shortfall, neither the Trustee nor the Management Company (Wakeel) shall be liable to pay the same.

5. PART V - DISTRIBUTION POLICY

5.1 Declaration of Dividend

5.1.1 The Management Company (Wakeel) shall decide as soon as possible, but not later than the time stipulated in the Companies Ordinance, 1984 or the Rules and the Regulations, after the Accounting Date / Interim Period whether to distribute among the Unit Holders (Muwakkil), profits in form of cash divided, if any, available for the distribution at the end of the Accounting Period.

The Fund will comply with regulatory and taxation requirements and the Distribution Policy may be amended in future accordingly.

5.2 Determination of Distributable Income

5.2.1 The Management Company (Wakeel) on behalf of the Allocation Baskets/Plans under the Fund shall, for every accounting year, distribute by way of dividend to the Unit Holders (Muwakkil) of the Allocation Baskets/Plans not less than ninety (90) per cent of the accounting income of the relevant Allocation Basket/Plan received or derived from sources other than capital gains [whether realized and/or unrealized] as reduced by such expenses as are chargeable to the Allocation Baskets/Plans and/or the Fund under these Regulations.

Explanation. - For the purpose of this Clause the expression "accounting income" means income calculated in accordance with the requirements of International Accounting Standards (IAS) an International Financial Reporting Standards (IFRS)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 differ with the requirement of IAS, IFRS, the Regulations and the said directives shall prevail.

The Management Company (Wakeel) *may decide to distribute in the interests of the Unit holders (Muwakkil), wholly or in part the distributable profits in the forms of cash and/or bonus Units of the respective Allocation Baskets/Plans. The bonus Units or units issued as reinvestment of cash distribution (after deduction of applicable taxes) would rank pari passu as to the their rights in the Net Assets of the relevant Allocation Basket/Plan, earnings and receipt of dividend and distribution with the existing Units from the date of issue of such Units.*

The Management Company (Wakeel) may also announce interim distribution subject to requirements of Regulations, circular and directives.

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

5.3 Payment of Dividend

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

5.4 Dispatch of Dividend Warrants

Dividend warrants shall be dispatched and/or Bonus Units shall be credited into the investors account within thirty (30) days after the declaration of dividend.

5.5 Reinvestment of Dividend

The Management Company (Wakeel) shall give the Unit Holders (Muwakkil) the option at the time of investing in the Allocation Baskets/Plans under the Fund to reinvest the Cash Dividend on behalf of the Investor through issuance of new units of that respective Allocation Basket/Plan, after deducting applicable taxes. Unit Holder(s) (Muwakkil) may have the flexibility to withdraw such option of reinvestment.

5.6 Closure of Register

The Management Company (Wakeel) may close the Register by giving at least seven (7) days notice to Unit Holder (Muwakkil) provided that the time period for Closure of Register shall not exceed six (6) working days at a time and whole forty five (45) days in a Financial Year. During the closure period, the sale, redemption, conversion or transfer of Units will be suspended. Notice for Closure of Register shall be published in two newspapers (Urdu and English language) having circulated all over Pakistan and shall also be placed on the website of the Management Company (Wakeel).

6. PART VI - FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

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

6.1.1 **Front-end Load**

Front-end Load may be included in the Offer Price of the Units. The remuneration of Distributor(s)shall be paid from such Load and if the Front-end Load is insufficient to pay the remuneration of the Distributors, the Management Company (Wakeel) shall pay the amount necessary to pay in full such remuneration and no charges shall be made against the Trust Property or the Distribution Account in this respect. Such payments may be made to the Distributors by the Management Company (Wakeel) upon the receipt from the Trustee.

The Management Company (Wakeel) 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 SECP.

A Distributor located outside Pakistan may, if so, authorized by the Management Company (Wakeel) and the Trustee retain such portion of the Front-end Load as is authorized by the Management Company (Wakeel) 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 front-end load or processing charge.

6.1.2 **Back-end Load**

Back-end Load, if any, shall be deductible on redemption of certain class of Units. The Management Company (Wakeel) may change the rate of Back-end Load specified, as applicable to a certain class of Units, with approval from SECP, and prior notice to the Unit Holders (Muwakkil), as per regulatory requirements.

The current Back-end Load being charged is outlined in Annexure "A" of this Offering Document.

6.1.3 **Contingent Load**

The amount payable by the Unit Holder (Muwakkil) on redemption of Unit in a limited-term Allocation Basket/Plan, to cover the loss incurred by that Allocation Basket due to disinvestments if units are redeemed before the maturity of term of the Allocation Basket(s)/Plan(s) and such amount would be treated as part of the Trust Property of that Allocation Basket(s)/Plan(s).

The current level of Contingent Load is indicated in Annexure-A.

6.1.4 **Other Charges**

Transfer of Units from one owner to another may be subject to a Processing Charge, not exceeding 0% of the Net Asset Value, 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 (Muwakkil).

Units issued to an Account holder through conversion from another Fund run by the Management Company (Wakeel) shall be issued based on applicable Offer Price.

The current level of other charges is indicated in Annexure 'A'.

6.1.5 **Expenses borne by the Management Company (Wakeel) and the Trustee**

The Management Company (Wakeel) and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management services provided in accordance with the provisions of the Deed. Neither the Management Company (Wakeel) nor the Trustee shall make any charge against the Unit Holders (Muwakkil) 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 the Fund shall not be charged to the Fund.

6.1.6 **Remuneration of Distribution Company / Investment Agent / Investment Facilitator**

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

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

6.2 **Fees and Charges Payable by the Fund**

The following expenses shall be borne by the Fund:

6.2.1 **Remuneration of the Management Company (Wakeel)**

The remuneration shall begin to accrue from the first day of 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.

The Management Company (Wakeel) shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with 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 to giving a ninety (90) days prior notice to the Unit Holders (Muwakkil) and the Unit Holders (Muwakkil) shall be given an option to exit at the applicable NAV without charge of any exit load after seeking prior approval of the SECP.

6.2.2 **Remuneration of the Trustee**

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

The remuneration shall begin to accrue following the expiry of the Initial Period (first day of the Initial Offering 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 SECP.

6.3 **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 for announcing the Fund and other expenses during and up to the Initial Offering Period subject to a maximum of one per cent (1%) of pre-

IOP capital of the Fund or Rupees five million, whichever is lower, shall be borne and reimbursed by the Fund to the Management Company (Wakeel) subject to the audit of expenses. Such Formation Cost shall be amortized over a period of not less than five years or within maturity date of the Allocation Basket/Plan, if so offered by the management company (Wakeel) with a life of less than five years. The Formation Cost shall be reported by the Management Company (Wakeel) to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed.

6.4 Other costs and expenses

The following charges shall also be payable out of the Deposited Property/ Trust Property subject to any regulatory limits, or other self-imposed limits (ref Annexure A - Expense Ratio), on total expense ratio of the Fund:

(i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Trust Property.

(ii) All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee's name.

(iii) Legal and related costs incurred in protecting or enhancing the interests of the Unit Holders (Muwakkil).

(iv) Bank charges, borrowing and financial costs;

(v) Auditors' Fees and out of pocket expenses.

(vi) Printing costs and related expenses for issuing Fund 's quarterly, half yearly and annual reports

(vii) Fund rating fee payable to approved rating agency.

(viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed

(ix) Fee pertaining to the Fund payable to the SECP.

(x) Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (Wakeel) for management of Fund.

(xi) fees and expenses related to 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;

(xii) Charges and levies of Stock Exchange, National Clearing and Settlement Company, CDC charges including induction of units into CDS (subject to SECP approval related to it).

(xiii) Any amount which the Shariah Advisor may declare to be Haram and to be paid to charity institutions.

(xiv) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the SECP.

7. PART VII - TAXATION AND ZAKAT

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of the Fund. This section is for advice only and potential investors should consult their tax experts

for their liability with respect to taxation on income from Investment in the Fund. This part does not cover tax liability of non-Pakistani resident investors with respect to taxes in their own jurisdiction.

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

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

(i) Dividend income as applicable according to Income Tax Ordinance 2001

(ii) Capital Gains Tax as applicable according to the Income Tax Ordinance 2001

(iii) Return from all other sources / instruments are taxable at the rate applicable to a public company.

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

Notwithstanding the tax rate given above, the income from the Fund will be exempted from Income 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 (Muwakkil) as dividend.

7.2 **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 Shariah Compliant instruments and securities will not be subject to any withholding tax, subject to provision of the exemption certificate if so required by law.

7.3 **Zakat on Fund**

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

7.4 **Taxation and Zakat on Unit Holders (Muwakkil)**

7.4.1 **Taxation on Income from the Fund of the Unit Holder (Muwakkil)**

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of Unit Holder (Muwakkil) 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.

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

The tax deducted on dividend at the specified rates will be the final tax (except for companies) and the payerwill be required to withhold the amount of tax at source from payment of dividend except payment to the Banking Companies.

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

7.4.3 Unit Holders (Muwakkil) 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.

7.4.4 Unit Holders (Muwakkil) who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company (Wakeel) and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.4.5 **Tax Credit to Unit Holders (Muwakkil)**

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

7.4.6 **Zakat**

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

Disclaimer

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

8. PART VIII - REPORTS TO UNIT HOLDERS (Muwakkil)

8.1 Account Statement

The Management Company(Wakeel)/Transfer Agent shall send, within 15 Business Days, directly to each Unit Holder (Muwakkil) an account statement each time there is a transaction in the account.

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

The Unit Holder (Muwakkil) will be entitled to ask for copies of his account statement on any Dealing Day by applying to the Management Company(Wakeel)/Transfer Agent in writing before the Cut-Off Time.

8.2 Financial Reporting

(a) The Management Company (Wakeel) shall prepare and transmit the annual report physically in such form and manner as set out in Regulations as amended or substituted from time to time.

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

8.3 **Trustee Report**

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

8.4 **Fund Manager Report**

The Management Company (Wakeel) shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to the Unit Holders (Muwakkil).

8.5 **Shariah Advisory Report**

The Shariah Advisors shall issue an annual report of the Fund's compliance with the principle of Shariah and the same shall also be included into the Fund's financial statements.

9. PART IX - WARNING AND DISCLAIMER

9.1 **Warning**

9.1.1 If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Legal Advisor, or other Financial Advisor. The price of the Units of the Allocation Baskets/Plans under the Fund and the income of the Allocation Baskets/Plans under the Fund (from which distributions to Unit Holders (Muwakkil) is made) may increase or decrease.

9.1.2 Investments in the Allocation Baskets/Plans under the Fund are 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 (Wakeel), the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

9.2 **Disclaimer**

9.2.1 The Units of the Allocation Baskets/Plans under 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 (Wakeel) or any other Bank or Financial Institution. The portfolio of the Allocation Baskets/Plans under the Fund is subject to market risks and risks inherent in all such investments.

9.2.2 Target return or dividend range cannot be guaranteed. 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.

10. PART X - GENERAL INFORMATION

10.1 **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.

10.2 **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 (Wakeel):

7th Floor, the Forum, G-20,
Khayaban-e-Jami, Clifton, Block-9,
Karachi, Pakistan.

10.3 **Transfer of Management Rights of the Fund**

The management rights of the Fund may be transferred to another Management Company (Wakeel) 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 SECP;-

(i) the Management Company (Wakeel) 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 (Wakeel) is unable to remove the suspension of redemption of Units of the Fund within the fifteen(15) Business Days of suspension and the Unit Holders (Muwakkil) representing at least three fourth in value of total outstanding Units of the concerned Fund pass a resolution or have given consent in writing that the Fund be transferred to another Management Company (Wakeel);

(iii) if in the opinion of the SECP further management of the Fund by the existing Management Company (Wakeel) is detrimental to the interest of the Unit Holders (Muwakkil), the SECP may direct the Trustee to transfer the Fund to another Management Company (Wakeel).

(iv) If the Management Company (Wakeel) may retire voluntarily with the prior written consent of the SECP.

10.4 **Extinguishment/Revocation of the Fund and Allocation Baskets/Plans**

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 SECP;-

(i) where the Management Company (Wakeel) is unable to remove the suspension of redemption of Units of the Fund or any of its Allocation Basket(s)/Plan(s) within the fifteen (15)Business Days of suspension and the Unit Holders (Muwakkil) representing at least three fourth in value of total outstanding Units of the Fund or any of its Allocation Basket(s)/Plan(s) pass a resolution or have given consent in writing that the Fund or any of its Allocation Basket(s)/Plan(s) be revoked;

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

(iii) in the opinion of the Management Company (Wakeel) the Fund or any of its Allocation Basket(s)/Plan(s) is not commercially viable or purpose of the Fund or any of its Allocation Basket(s)/Plan(s) cannot be accomplished subject to the consent of Trustee;

(iv) The Management Company (Wakeel) subject to regulatory approval, may announce winding up of the Fund or any of its Allocation Basket(s)/Plan(s) in the event redemption requests build up to a level where the Management Company (Wakeel) 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) (Muwakkil) and that it would be in the best interest of all the Unit Holder(s) (Muwakkil) that the Trust or any of its Allocation Basket(s)/Plan(s) be wound up.

(v) on occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Fund or Allocation Basket(s)/Plan(s) to be revoked; and

(vi) where the SECP deems it necessary to revoke the Fund or Allocation Basket(s)/Plan(s) so directs either Trustee or the Management Company (Wakeel) in the interest of Unit Holders (Muwakkil);

10.5 **Procedure and manner of Revocation of the Fund and Allocation Basket(s)/Plan(s)**

Revocation of the Fund or Allocation Basket(s)/Plan(s) 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.

10.6 **Distribution of proceeds on Revocation**

In case of Revocation of the Fund or Allocation Basket(s)/Plan(s) the Trustee shall according to the procedures laid down in Regulations refund the net proceeds to the Unit Holders (Muwakkil) in proportion to the number of units held by them.

11. PART XI - GLOSSARY

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

11.1 "Accounting Date" means the thirtieth day of June in each year and any interim date on which the financial statements of the Fund are drawn up. Provided that the Management Company (Wakeel) 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 SECP.

11.2 "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.

11.3 "Allocation Basket(s)/Plan(s)" means approved Allocation Basket(s)/Plan(s) offered under the Fund. Each Allocation Basket/Plan shall invest only in Authorized Investments as approved by the SECP and Shariah Advisors. Details of the Allocation Basket(s)/Plan(s) are disclosed in this Offering Document of the Fund.

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

11.5 "Asset Management Company" or "Wakeel" means an asset management company as defined in the Rules and Regulations. An "Asset Management Company" assumes the role of "Wakeel".

11.6 "Auditor" means the Auditor of the Fund appointed by the Management Company (Wakeel), with the consent of the Trustee, as per the Regulations.

11.7 "Authorized Branches" means those branches of Distributors and/or of the Management Company (Wakeel) which are allowed by the Management Company (Wakeel) to deal in Units of the Allocation Baskets/Plans under the Funds managed by the Management Company (Wakeel).

11.8 "Authorized Investments" means any Investment which may be authorized by the SECP but does not include restricted Investments as specified in this Offering Documents from time to time.

11.9 "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 Unit Holders (Muwakkil) within a class shall be charged same level of back-end load as disclosed in this Offering Document.

11.10 "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.

11.11 "Bank Accounts" means those account(s) opened and maintained for the Fund and Allocation Baskets/Plans by the Trustee at Banks, the beneficial ownerships which shall vest in the Unit Holder(s) (Muwakkil).

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

11.13 "Certificate" means the definitive Certificate acknowledging the number of Units registered in the name of the Unit Holder (Muwakkil) issued at the request of the Unit Holder (Muwakkil) pursuant to the provisions of this Offering Document.

11.14 "Charity" means amount paid by Management Company (Wakeel) out of the income of the Trust to charitable/welfare organizations in consultation with Shariah Advisors, representing income which is impermissible Haram. Provided that such organization is neither related to nor a connected person of the Management Company (Wakeel) or its Board of Directors or the Trustee or the Shariah Advisors or any of their employees. And the list of charitable/welfare organizations to which charity amount is paid shall be disclosed in the annual report of the Fund.

11.15 "Constitutive Documents" means the Trust Deed and this Offering Document and/or such other documents as defined in the Regulations.

11.16 "Contingent Load" means amount payable by the Unit Holder (Muwakkil) on redemption of Units from Allocation Baskets/Plans at actual basis for a specified in the Offering Document. Any such amount would be treated as part of the Trust Property of that relevant Allocation Basket/Plan.

11.17 "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 (Wakeel) 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.

11.18 "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.

11.19 "Dealing Day" or "Subscription 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 Fund will be as defined in the Offering Documents on all Dealing Days. Provided that the Management Company (Wakeel) may with the prior written consent of the Trustee and upon giving not less than seven days notice in two widely circulated newspaper in Pakistan (one Urdu and one English) declare any particular Business Day(s) not to be a Dealing Day(s).

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

11.21 "Distribution Account" means the Bank Account which may be a current or saving or deposit account maintained by the Trustee with a Shariah Compliant Bank separately for each Allocation Basket/Plan, approved by the Management Company (Wakeel), in which the amount required for the distribution of income to the Holders shall be transferred and held till such time the entire amount of dividend is distributed to the Unit Holders (Muwakkil). Income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the relevant Allocation Basket/Plan's Bank Account from time to time as part of the Trust Property for the benefit of the Unit Holders (Muwakkil).

11.22 "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.

11.23 "Exit Load" means contingent load, back-end load and any other charges as may be applied by Management Company (Wakeel).

11.24 “Financial Institution” carries the same meaning as defined under the Companies Ordinance 1984.

11.25 “Formation Cost” means preliminary expenses relating to regulatory and registration fees of the Fund or Allocation Baskets/Plans, flotation expenses of the Fund or Allocation Baskets/Plans, expenses relating to authorization of the Fund or Allocation Baskets/Plans, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Fund and all other expenses incurred until the conclusion of the Initial Period.

11.26 “Force Majeure” means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Offering Document or any obligations of the Management Company (Wakeel) 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 Offering Document and makes the performance of the Trust Deed and Offering Document 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.

11.27 “Front-end Load” means the Sales Load which may be included in the Offer Price of the Units offered under different Allocation Baskets/Plans, as defined in this Offering Document.

11.28 “Holder” or “Unit Holder” or "Muwakkil" means the investor for the time being entered in the Register as owner of a Unit of any or all of the Allocation Baskets/Plans, including investors jointly so registered pursuant to the provisions of this Offering Document.

11.29 “Initial Period” or “Initial Offering Period” A period, as determined by the Management Company (Wakeel) during which Units shall be offered at the Initial Price.

11.30 “Initial Price” means the price per Unit during the Pre-Initial Offering Period and the Initial Offering Period. Initial Price shall be equal to the Par Value plus a Front-end Load as may be determined by the Management Company (Wakeel).

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

11.32 “Investment Facilitators/Advisors/Sales Agents” means an individual, firm, corporate or other entity appointed by the Management Company (Wakeel) to identify, solicit and assist in investing in the Fund. The Management Company (Wakeel) shall compensate the Investment Facilitators/Advisors/Sales Agent.

11.33 “Minimum Life of the Fund” means the life of the Fund .i.e. Perpetual.

11.34 "Muwakkil" is a person or institution, who appoints another person or institution and assigns some duties to perform on its behalf against payment of pre-agreed wakala fee. In the context of this Fund, the Unit Holder(s) is the Muwakkil.

11.35 "NAV of Allocation Basket/Plan" means per Unit Value of the relevant Allocation Basket/Plan being offered under the Fund arrived at by dividing the Net Assets of the Allocation Basket/Plan by the number of Units outstanding for such Allocation Basket/Plan. The NAV of each Allocation Basket/Plan shall be announced on each Dealing Day or as per the direction of the SECP from time to time.

11.36 “Net Assets of Allocation Basket/Plan” means the excess of asset over liabilities of a relevant Allocation Basket/Plan being offered under the Fund, such excess being calculated in a manner specified in the Regulations.

11.37 “Net Asset Value” or "NAV” means per Unit value of the Fund arrived at by dividing the Net Assets by the number of Units outstanding, rounded up to two decimal places.

11.38 “Offer Price” or “Purchase Price” means the sum to be paid by investor(s) for the purchase of one Unit of the Allocation Basket/Plan.

11.39 “Offering Document” means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by SECP) which contains the Investments and Distribution Policy, Unit Structure(s) and all other information in respect of the Fund, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Fund, and includes any Supplementary Offering Document.

11.40 “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.

11.41 “Ordinance” means the Companies Ordinance, 1984.

11.42 “Par Value” means the face value of a Unit i.e. Rs.100 or such other amount determined by the Management Company (Wakeel) from time to time and disclosed in this Offering Document of the Fund.

11.43 "Pre-Initial Offering Period (Pre-IOP)" means the period post Fund's registration as a notified entity, during which the fund may be offered to customers, however no mass marketing of the fund may be conducted.

11.44 “Redemption Price” means the amount to be paid to the relevant Unit Holder(s) (Muwakkil) upon redemption of that Unit.

11.45 “Register” means the Register of the Unit Holder(s) (Muwakkil) kept pursuant to the Regulations and this Offering Document.

11.46 "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) (Muwakkil);

b) Issuing account statements to the Unit Holder(s) (Muwakkil);

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) (Muwakkil);

f) Issuing and dispatching of Certificates;

g) Dispatching income distribution warrants, reinvestment confirmations, bank transfer intimation and allocating Units to Holders on re- investment of distributable income; and

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

11.47 "Registrar" or "Transfer Agent" means a company including a Bank that the Management Company (Wakeel) shall appoint for performing the Registrar Functions. The Management Company (Wakeel) may itself perform the Registrar Function.

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

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

11.50 "Sales Load" means the Front-end and any processing charge or commission (excluding Duties and Charges) not exceeding three (3) 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 .

11.51 "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.

11.52 "Shariah Advisors" means an entity or a body of Islamic scholars or an individual Islamic Scholar, having knowledge of Islamic finance, appointed by the Management Company (Wakeel) to supervise and monitor the activities of the Fund to ensure that all its activities comply with Shariah.

11.53 "Shariah Compliant" means any activity that is in accordance with the Islamic Shariah as advised by the Shariah Advisors.

11.54 "Stock Exchange" means a Stock Exchange registered under the Securities and Exchange Ordinance, 1969 or any other applicable law for the time being in force.

11.55 "Supplemental Deed" means a deed supplemental to the Trust Deed, executed by the Management Company (Wakeel) and the Trustee, after seeking approval of the SECP, to modify, add to, alter and amend or amend and restate the provisions of the 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 the Deed.

11.56 "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 (Wakeel), 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."

11.57 "Transaction Costs" means the costs incurred or estimated by the Management Company (Wakeel) 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 Fund'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.

11.58 "Trust" or "Unit Trust" or "Fund" or "Scheme" or "JS IsHF" means this Fund constituted by this Offering Document for continuous offer for sale of Units of the Allocation Baskets/Plans under the Fund.

11.59 "Trust Deed" or "Deed" means the trust deed dated September 20, 2016, executed between the Management Company (Wakeel) and the Trustee along with all the exhibits appended thereto, and includes any Supplemental Deed.

11.60 "Trust Property" or "Trust Property of the Fund" or "Deposited Property" means the aggregate proceeds of all Units of all Allocation Baskets/Plans issued from time to time after inducting Duties and Charges, and after deducting there from any applicable Front-end Load and includes investment and all income, profit and other benefits arising wherefrom and all cash, bank balances and other assets and property of every description from the time being held or deemed to be held upon trust be the Trustee for the benefit of the Unit Holders (Muwakkil) pursuant to this Deed but does not include any amount available for distribution in the Distribution Accounts of the Allocation Baskets/Plans. However, Contingent Load and any profit on the Distribution Account of the Allocation Baskets/Plans shall also form part of the Trust Property of the Fund.

11.61 "Trust Property under Allocation Basket/Plans" means the aggregate proceeds of all Units of the relevant Allocation Basket/Plan issued from time to time after deducting duties and charges, and after deducting there from any applicable Front-end Load and includes Investment and all income, profit and other benefits arising wherefrom and all cash, bank balances and other assets and property of every description from the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders (Muwakkil) of the relevant Allocation Basket/Plan, pursuant to this Deed, but does not include any amount available for distribution in the Distribution Account. However, Contingent Load and any profit on the Distribution Account of the Allocation Baskets/Plans shall also form part of the Trust Property of Allocation Basket/Plan.

11.62 "Unit" means one undivided share in the Allocation Baskets/Plans under the Fund, and where the context so indicates, a fraction thereof.

11.63 "Wakala Fee" is a pre-agreed fee paid by the Muwakkil to the Wakeel for performance of duties under the "Wakalatul Istithmar" agreement. In context of this fund, Wakala Fee is the Management Fee of the Fund.

11.64 "Wakalatul Istithmar" (Investment Agency Agreement) is the agreement between the Asset Management Company (Wakeel) and the Unit Holder (Muwakkil) to invest the funds of Muwakkil on his behalf against payment of pre-agreed wakala fee.

11.65 "Wakeel" (Agent) is a person or institution who accepts duties assigned by its Muwakkil against payment of pre-agreed upon wakala fee. In the context of this Fund, the Asset Management Company is the "Wakeel".

11.66 “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 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 Offering Document.

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ANNEXURE A - CURRENT LEVEL OF FRONT-END LOAD, BACK-END LOAD,CONTINGENT LOAD AND THE MANAGEMENT FEE EFFECTIVE FOR THE ALLOCATION BASKETS/PLANS UNDER THE FUND

Front-end Load | Back-end Load | Contingent Load:

Allocation Basket/Plan	Front-end Load (as % of Net Assets (NAV))	Back-end Load (as % of Net Assets (NAV))	Contingent Load (as % of Net Assets (NAV))
Mustanad	0.00%	Nil	Nil
Mustahkem	Upto 0.50%	Nil	Nil
Mutanasib	Upto 3.00%	Nil	Nil
Mufeed	Upto 3.00%	Nil	Nil
Munafa	Upto 3.00%	Nil	Nil

No Front-end Load will be charged if the investor approaches directly for Investment or where Transactions are done online, through website of the AMC (Wakeel).

Expense Ratio

Expense ratio of the fund shall comply by the limits imposed in the applicable prevailing regulations, subject to a maximum of 2%.

Management fee:

The Management Company (Wakeel) shall be entitled to be paid out of the Trust Property monthly in arrears of the accrued remuneration of an amount not exceeding One percent (1.0%) of the average annual Net Assets of the Allocation Baskets/Plans under the Fund calculated on a daily basis during the year. However, no management fee will be charged on the portion which is invested in schemes managed by JS Investments.

Fee for Issuance of Physical Certificates:

PKR 100/- per Certificate on issuance of Physical Certificate to the Unit Holder (Muwakkil) subject to the discretion of the Management Company (Wakeel).

The Management Company (Wakeel) may reduce/ waive the level of Front-end Load to any investor on case to case basis at its own discretion.

ANNEXURE B - TARIFF STRUCTURE OF THE TRUSTEE

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

Net Assets	Tariff
On Net Assets up to Rs. 1.0 Billion	Rs. 450,000 or 0.0875% per annum of the Daily Average Net Assets.
Exceeding Rs. 1.0 Billion	Rs 875,000 plus 0.0645% per annum of the Daily Average Net Assets

ANNEXURE C-CUT-OFF TIMINGS

Dealing Hours

From the commencement of the Initial Offering Period, the Cut-off Time of the Fund before which Unit transactions shall be effectuated in the Fund including receiving applications for issuance, redemption and transfer of Units shall be **3:00 p.m.** on the applicable Dealing Day.

However, for the month of Ramadan, the Cut-off Time shall be **12:30 p.m.** on the applicable Dealing Day.

Dissemination and Announcement of NAV

The NAV of the Fund shall be disseminated and announced for each Dealing day shall be announced at 10:30 am on subsequent Dealing day.

The Cut-off Time shall be specified on the web-site of the Management Company (Wakeel). The Management Company (Wakeel) may revise such timings under prior intimation to the SECP, Unit Holders (Muwakkil) and the Trustee without the need to amend this Offering Document. The revised Cut-off Time shall be displayed prominently on the web-site of the Management Company (Wakeel).

The Management Company (Wakeel) shall forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within twenty-four (24) hours of the receipt of such requests.

ANNEXURE D -LIST OF AUTHORIZED BRANCHES OF THE DISTRIBUTOR(S)

JS INVESTMENTS LIMITED

1) Karachi

7th Floor, the Forum, Block 9, Clifton, Karachi, Pakistan.
UAN: 021-111-222-626

2) Islamabad

Office # 413, 4th Floor, ISE Building, Jinnah Avenue Islamabad.
UAN: 051-111-222-626

3) Lahore

1st Floor, Plot No. 4, Block R, M.M. Alam Road, Lahore, Pakistan
UAN: 042-111-222-626

JS BANK LIMITED (SELECTED BRANCHES)

1) Shaheen Complex Branch – Karachi
Shaheen Commercial Complex, Dr. Zia ud din Ahmed Road, P.O.BOX No.4847, Karachi

2) Gulshan-e-Iqbal Branch – Karachi

3) Shahrah-e-Faisal Branch – Karachi
Showroom # 8 & 9, Progressive Centre,Shahra-e-Faisal, Karachi

4) Korangi Industrial Area - Karachi
Showroom # 9, Plot # 27 & 28, Sector # 16, Korangi Industrial Area

5) North Nazimabad Branch - Karachi
Block K, North Nazimabad,
Karachi

6) Garden West, Karachi

7) Qasimabad Branch – Hyderabad

8) Latifabad Branch – Hyderabad

9) DHA Branch – Lahore
DHA Block Z
Lahore

10) Model Town Branch- Lahore
C Block, Model Town,
Lahore

11) Faisalabad Branch – Faislabad
Laiqut Road
Faislabad

12) Ghala Mandi Branch - Bahawalpur
Model Town B, Ghala Mandi Road
Bahawalpur

13) Satellite Town Branch – Rawalpindi
Satellite Town Branch
Rawalpindi

14) Bank Road Branch – Rawalpindi
Bank Road Branch
Rawalpindi

15) Bahria Town Branch – Rawalpindi
Bahria Town, Phase 4,
Rawalpindi

16) Islamabad Branch
I-9 Markaz,Islamabad

17) Sialkot Branch
Aziz Shaheed Road,
Sialkot

18) Alam Road Branch - Peshawar
Fakhr-e-Alam Road,
Peshawar

19) Circular Road Branch - DI Khan
Adject ABL, Near Fawara Chowk, Circular Road,
DI Khan

20) Main Supply Bazzar Branch – Abbottabad
Mansehra Road, Main Supply Bazzar,
Abbottabad

21) Mirpur Branch – Mirpur Azad Kashmir
Plot No.119, Sector F/1, Kotli Road,
Mirpur AK

SECP APPROVAL

SECP

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

No. SCD/AMCW/JSIHFOF/559/2017 April 27, 2017

Chief Executive Officer
JS Investments Limited,
7TH Floor, The Forum, Block 9, Clifton
Karachi - 74000

Subject: **Approval for Offering Document of JS Islamic Hybrid Fund of Fund**

Dear Sir,

This is with reference to JS Investment Limited's (JSIL) letter dated April 06, 2017 & subsequent correspondence dated April 26, 2017 on the subject noted above. In this regard, I am directed to convey approval of the Securities and Exchange Commission of Pakistan (the 'Commission') for the Offering Document of JS Islamic Hybrid Fund of Fund (the "Fund"), found enclosed with the above referred correspondence, in terms of Regulation 54(1) of Non-Banking Finance Companies and Notified Entities Regulations 2008 (the 'Regulations') on the following conditions:

1) Approval of the Offering Document shall be valid for a period of Sixty (60) days from the date of approval within which the Fund shall be offered for subscription; otherwise the Offering Document shall be submitted to the Commission again for review and approval.
2) JSIL (the 'Management Company') shall not invest assets of the fund abroad unless it has obtained prior written approval of State Bank of Pakistan and the Commission in this regard.
3) Offering Document of the Fund shall contain information as set out in Schedule VIII of the Regulations. It shall be mentioned that the Management Company, licensed to undertake asset management services under the Non-Banking Finance Companies (Establishment and Regulations) Rules 2003('the Rules'), manages the Fund. Also, the name of Management Company shall be prominently displayed on first page of the Offering Document.
4) Contents of Offering Document shall not be altered/amended/deleted without prior written approval of the Commission except for adding reference of date(s) and No. of letter(s) approving the Document, wherever relevant.
5) Approval of the Offering Document shall in no way absolve the Management Company of its obligations regarding the contents of/or statements made in the Document.
6) The Management Company shall manage the Fund strictly in accordance with the Non-Banking Finance Companies Rules, 2003 and the Regulations.
7) The Management Company shall give at least a week to the prospective investors for studying the Offering Document.

Yours truly,

"Say no to Corruption"

Omar Yahya
Deputy Director

Cc to:
CEO, MCB Financial Services Limited, 4th floor, Perdesi House, 2/1, R-Y-16, Old Queens Road, Karachi.

NIC Building, Jinnah Avenue, Blue Area, Islamabad.
PABX: 9207091-4 Ext. 326 - Fax. No. 9218590

TRUSTEE CONSENT

MCB FINANCIAL SERVICES LIMITED

MCBFSL/COM/1476/17

April 26, 2017

Mr. Hasnain Raza Nensey
Chief Executive Officer
JS Investments Limited
7th Floor, The Forum,
G-20, Kahayaban-e-Jami
Clifton, Block 9,
Karachi.

Dear Sir,

REVISED CONSENT ON OFFERING DOCUMENT OF JS ISLAMIC HYBRID FUND OF FUNDS

We have reviewed the revised draft offering document of JS Islamic Hybrid Fund of Funds and hereby provide our consent for onward submission of the same to the Securities & Exchange Commission of Pakistan for their approval.

Regards,

Ghulam Murtaza
Head of Internal Audit

Khawaja Anwar Hussain
Chief Executive Officer

Cc: **Ms. Zonish Inayat**
Deputy Director, NBFCD,
Securities & Exchange Commission of Pakistan
NIC Building, Jinnah Avenue,
Blue Area, Islamabad

SHARIAH ADVISORY APPROVAL

Al-Hilal
Shariah Advisors

April 26, 2017

Mr. Syed Ali Turab Alvi
Chief Strategy Officer
JS Investments Limited
7th Floor, The Forum, G-20, Block 9, Khayaban-e-Jami,
Clifton, Karachi

Subject: Consent on Offering Document of JS ISLAMIC HYBRID FUND OF FUNDS

Assalam-u-Alaikum,

Dear Mr. Ali,

With reference to your letter dated April 25, 2017 regarding Consent on Offering Document of JS ISLAMIC HYBRID FUND OF FUNDS. We have reviewed and vet the enclosed offering document and found it to be in accordance with Shariah guidelines. We hereby give our Consent on Offering Document of JS ISLAMIC HYBRID FUND OF FUNDS and give our No-objection for submission of the same to the Trustee and SECP for further processing.

Regards,

Faraz Younus Bandukda
Chief Executive

Mufti Irshad Ahmad Aijaz
Shariah Advisor

Al-Hilal Shariah Advisors (Pvt) Limited
(Formerly Fortune Islamic Services (Pvt) Limited)

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