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NAFA PENSION FUND (NPF)

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TRUST DEED

URGENT

BETWEEN

NBP FULLERTON ASSET MANAGEMENT LIMITED



AND

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

Dated: October 12, 2012



NBP Fullerton  
Asset Management Ltd.  
A Subsidiary of  
National Bank of Pakistan



FULLERTON FUND  
MANAGEMENT

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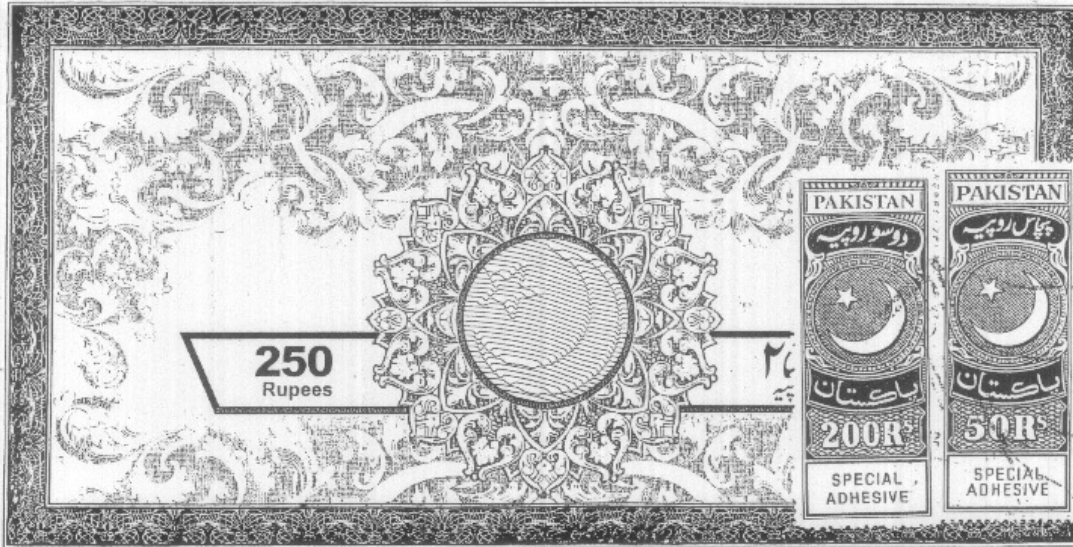
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ARBEEL GLOBAL STAMP VENDOR  
No. 58 Shop No. 113 New Ruby Centre  
Iqbal Road, Haveli Market, Karachi

16095 Date: 10 OCT 2012  
Post in this Address: *NBP Fullerton Asset*  
Post with Address: *Hongkong*  
Post:  
New Post:  
Postmaster's Signature: *Arbeel*  
NOTE FOR FREE WILL & SUCCESSION PURPOSES



ASSISTANT SUPERINTENDENT OF STAMPS  
STAMP OFFICE, CITY COURT  
KARACHI



05 OCT 2012



THIS TRUST DEED is made and entered into at Karachi, on this October 12, 2012.

**I CONSTITUTION OF THE PENSION FUND**

**1.1 NAME, REGISTERED ADDRESS, PLACE AND DATE OF REGISTRATION**

The name of the Pension Fund is **NAFA Pension Fund**. The registered address of the Pension Fund is 9<sup>th</sup> Floor, Adamjee House, I.I. Chundrigar Road, Karachi. The Pension Fund has been constituted under this Trust Deed made and entered into at Karachi on this October 12, 2012.

**1.2 PARTICIPATING PARTIES**

1.2.1 This Trust Deed is made and entered into by and between:

- A. **NBP Fullerton Asset Management Limited**, a company incorporated under the Companies Ordinance, 1984, with its registered office at 9<sup>th</sup> Floor, Adamjee House, I.I. Chundrigar Road, Karachi (hereinafter called the "**Pension Fund Manager**"), which expression shall, where the context so permits, include its successors-in-interest and assigns) of the one part; and
- B. **Central Depository Company of Pakistan Limited ("CDC")**, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan as a Central Depository Company, with its registered office at 99-B, Block 'B', S.M.C.H.S., Karachi (hereinafter called the "**Trustee**", which expression shall, where the context so permits, include its successors-in-interest and assigns) of the other part.

No. 332  
Sub-Registrar-II  
Madar Town, Karachi

**WHEREAS:**

1.2.2 The Pension Fund Manager is a Non-Banking Finance Company, licensed by the Commission under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (NBFC Rules) and the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (hereinafter referred to as the "Regulations") to, inter-alia, carryout Asset Management Services and Investment Advisory Services under License No. NBFC-II/08/NAFA/AMS/05/2011 and SCD/NBFC-II/10/NAFA/1A/05/2011 dated January 13, 2011 respectively (attached hereto as Annexure "A" & "A-1") and registered by the Commission under the Voluntary Pension System Rules, 2005 through certificate of registration no. 07/SEC/PW/NAFA (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof and Regulations made or directives given by the Commission there under).

*M. Mulla*      *M. Mulla*      *M. Mulla*      *M. Mulla*



- 1.2.3 The Pension Fund Manager has appointed Central Depository Company Limited ("CDC") as Trustee of the Pension Fund and CDC has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure "B" attached herewith.
- 1.2.4 The Commission has approved the appointment of the CDC as Trustee; vide letter no. 9(1) SEC/SCD/PW-NAFA-01/206, dated October 02, 2012 attached herewith as Annexure "C".

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

No. 332  
Sub-Registrar-II  
Naddar Town, Karachi

### 1.3 DECLARATION OF TRUST

1.3.1 A Pension Fund is hereby constituted and created as a Trust under the Trusts Act, 1882, under the name of "NAFA Pension Fund". The Trustee is hereby nominated, constituted and appointed as the Trustee of the Pension Fund, including the Sub-Funds, Individual Pension Accounts, Allocation Schemes, Approved Income Payment Plans or any structure or plans as may be related to the said Pension Fund, and the Trustee hereby accepts such appointment. The Pension Fund Manager and the Trustee hereby declares and agree that:

- a. The Trustee shall hold and stand possessed of all the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a collection of Sub-Funds, Individual Pension Accounts, Approved Income Payment Plans or any other structures or plans as may be related to the Pension Fund from time to time to provide the benefits under the Pension Fund subject as provided in this Trust Deed and the Rules;
- b. Each of the Sub-Funds shall be a common fund (collective investment scheme) whose property shall be held by the Trustee on trust for the benefit of all of the Participants holding Units of the Sub-Fund ranking pari passu inter se according to the number of Units of the Sub-Fund held by such Participants, and such Participants shall rank pari passu inter se relation to such benefit;
- c. Balances in any Individual Pension Account and Approved Income Payment Plan shall be the property of the respective Participant;
- d. Each Participant shall only be liable to the extent of his Contribution to the Pension Fund and no further liability shall be imposed on him in respect of the Pension Fund;
- e. The Trust Property shall be invested from time to time by the Trustee in accordance with the Investment Policy and at the direction of the Pension Fund Manager; and
- f. The Pension Fund Manager shall manage, operate, and administer the Pension Fund (including Sub-Funds) strictly in accordance with the provisions and conditions contained in this Deed, the Rules, the guidelines and circulars issued by the Commission from time to time.

1.3.2 As soon as may be practicable, and after obtaining all applicable Approvals, the Pension Fund Manager shall open participation in the Pension Fund through offer of Units of Sub-Funds at NAV calculated in the manner prescribed under the Rules or as may be specified by the Commission from time to time to the eligible persons.

1.3.3 The Pension Fund Manager may from time to time, with the consent of the Trustee and under intimation to the Commission, frame operational procedures for conducting the business of the Trust or in respect of any necessary or other matter incidental thereto; provided that, such procedures shall not be inconsistent with the provisions of this Deed, any Supplementary Trust Deeds and the Rules.

1.3.4 The affairs of the Pension Fund, including the Sub-Funds, Allocation Schemes, Individual Pension Accounts, Approved Income Payment Plans or any structure or plan related to the Pension Fund, shall be conducted in compliance with the Rules.

### 1.4 SUB-FUNDS

NAFA Pension Fund will initially consist of the three Sub-Funds to be called "NPF Equity Sub-Fund" (the "Equity Sub-Fund"), "NPF Debt Sub-Fund" (the "Debt Sub-Fund") and "NPF Money Market Sub-Fund" (the "Money Market Sub-Fund") (collectively the "Sub-Funds").

The Pension Fund Manager, after successfully managing the Equity, Debt and Money Market Sub-Funds, may with the approval of the Commission launch other Sub-Funds through a Supplementary Trust Deed and a Supplementary Offering Document to incorporate information for investments in other classes of assets, including securitized investment in real estate or in assets outside Pakistan. Any reference to the Sub-Funds in this Deed shall be construed to include any new Sub-Fund of the NAFA Pension Fund.



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- 1.4.1 Each Participant of the Pension Fund will in turn be the holder of Units of the Sub-Funds in proportions determined in accordance with the Allocation Scheme selected by the Participant or, in the absence of selection by the Participant, the Default Allocation Scheme selected for the Participant by the Pension Fund Manager as stated in Clause 4.3.1(f) or, in certain conditions prescribed under the Rules, of cash held in an appropriate Bank Account in the name of the Trustee.
- 1.4.2 The Units held by a Participant shall be non-tradable and non-transferable to another Participant/person, except in the circumstances mentioned in the Rules.
- 1.4.3 Each Participant shall only be liable to pay the NAV of the Sub-Fund subscribed by him and no further liability shall be imposed on him in respect of any Sub-Fund's Units held by him. Sub-Fund's Units shall be issued only against receipt by the Trustee of full payment thereof.

## 2 GOVERNING LAW

- 2.1 This Deed shall be subject to and be governed by the Applicable Laws of Pakistan, including the Ordinance, the Voluntary Pension System (VPS) Rules 2005, the Income Tax Ordinance, 2001, and shall be deemed for all purposes whatsoever to incorporate the provisions required to be contained in a trust deed by the Rules, and in the event of any conflict between this Trust Deed and the provisions of the Rules, the latter shall supersede and prevail over the provisions contained in this Trust Deed except where the Commission allows deviations under its power given by the Rules.
- 2.2 All the changes in applicable laws and regulations shall be deemed to be part of this Trust Deed irrespective of registration of the Supplementary Trust Deed.

## 3 OPERATORS AND PRINCIPLES

Following are the particulars of current operators and principles of the Fund.

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Addar Town, Karachi

### PENSION FUND MANAGER

The Pension Fund Manager to the Pension Fund shall be:

**NBP Fullerton Asset Management Limited,**

Registered office:

9<sup>th</sup> Floor Adamjee House,

L.I. Chundrigar Raod, Karachi-Pakistan.

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

- 3.1.2 The corporate profile of and up-to-date information regarding the Pension Fund Manager as of the date of the Offering Document shall be given in the Offering Document.

As of the date of this Trust Deed, the Board of Directors of the Pension Fund Manager comprises of the following:

Name	Position	Other Director Ship
Mr. Shahid Anwar Khan	Chairman	<ul style="list-style-type: none"> <li>• First Credit and Investment Bank Limited</li> <li>• NBP Exchange Limited</li> <li>• United National Bank Limited, London</li> <li>• Fauji Fertilizer Company Limited</li> <li>• FOTCO.</li> <li>• NBP CJSC Kazakhstan</li> </ul>
Dr. Amjad Waheed	Director / CEO	None
Dr. Asif A. Brohi	Director	<ul style="list-style-type: none"> <li>• NBP Exchange Limited</li> <li>• First Credit &amp; Investment Bank Limited</li> <li>• The Hub Power Company Limited</li> </ul>
Amir Shehzad	Director	None
Mr. Wah Geok Sum	Director	<ul style="list-style-type: none"> <li>• Fullerton AsianMulti-Strategies Master Fund</li> <li>• Fullerton AsianMulti-Strategies Non-US Feeder Fund</li> <li>• Fullerton Lux Funds (SICAV)</li> <li>• Fullerton India Fund</li> <li>• Fullerton Absolute Returns Investment Strategies Fund</li> <li>• Fullerton Absolute Returns Investment Strategies Master Fund</li> </ul>

		<ul style="list-style-type: none"> <li>• Fullerton Monex Asia Feeder</li> <li>• Fullerton Monex Asia Fund</li> <li>• FFMC Holdings Pte Ltd.</li> <li>• FFMI Pte Ltd.</li> <li>• St Francis Methodist School Ltd</li> </ul>
Mr. Koh Boon San	Director	None
Mr. Shehryar Faruque	Director	<ul style="list-style-type: none"> <li>• Cherat Papersack Limited</li> <li>• Faruque (Pvt.) Limited</li> <li>• Zensoft (Pvt.) Limited</li> <li>• Greaves Pakistan (Pvt.) Limited</li> <li>• Greaves CNG (Pvt.) Limited – Chief Executive</li> <li>• Greaves Engineering Services (Pvt.) Limited</li> <li>• Summit Bank Limited</li> <li>•</li> </ul>
Mr. Kamal Amir Chinoy	Director	<ul style="list-style-type: none"> <li>• Pakistan Cables - Chief Executive</li> <li>• International Steel Limited</li> <li>• International Industries Limited</li> <li>• Atlas Battery Limited</li> <li>• Pakistan Security Printing Corporation</li> </ul>

### 3.2 TRUSTEE

The Trustee for the Fund is the Central Depository Company of Pakistan Limited ("CDC"), a company incorporated in 1993 under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan (SECP) as a Central Depository Company of Pakistan Limited, with its registered office at CDC House, 99-B, Block 'B', S.M.C.H.S., main Shahrah-e-Faisal, Karachi, Pakistan. (copy of Commission's approval for appointment of CDC as Trustee is annexed to this Deed as Annexure "C").

Any change in the Registered Office address of the Trustee shall be notified by the Trustee to the Commission and the Pension Fund Manager.

### 3.3 DISTRIBUTOR/INVESTMENT FACILITATOR

The main Distributors of the Fund shall be:

- NBP Fullerton Asset Management Limited and its branches.

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

### 3.4 REGISTRAR

The Management Company will perform duties as the Transfer Agent of the Pension Fund and will intimation the change in Registrar to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements and providing related services to the Unit Holders.

### 3.5 AUDITOR

3.5.1 The first Auditors of the NAFA Pension Fund shall be:

M. Yousuf Adil Saleem & Co  
Chartered Accountants  
I.I.Chundrigar Road, P.O.Box 4716  
Cavish Court, A-35, Block 7 & 8,  
KCHSU, Shabrae Faisal,  
Karachi-7400075350, Pakistan

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

3.5.2 After the date referred in Clause 3.5.1, the Pension Fund Manager shall with the consent of the Trustee appoint an Auditor, a firm of chartered accountants who shall be independent of the auditor of the Pension Fund Manager and the Trustee. The Pension Fund Manager may at any time, with the concurrence of the Trustee, and shall, if required by the Commission, remove the Auditors and appoint another Auditor in its place. Furthermore, the Pension Fund Manager shall ensure that the Auditors so appointed, including the first Auditor, are appointed from the panel of Auditors as prescribed by the Commission for this purpose.

3.5.3 The Auditor shall hold office until transmission of the annual report and accounts. The Auditor shall be appointed for a term of one year (except the first Auditor whose first term may be shorter than one year),

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Addar Town, Karachi



but no Auditor shall be appointed for such number of consecutive terms as may be decided by the Commission from time to time. The following persons shall not qualify to be the Auditors of the Pension Fund:

- a. A person who is or at any time during the preceding three years was a director, officer or employee of the Pension Fund Manager or the Trustee;
- b. A person who is a partner of, or in employment of, a Director, Officer, Employee, or Connected Person of the Pension Fund Manager or Trustee;
- c. The spouse, brothers, sisters or lineal ascendants or descendants of a director, officer or an employee of the Pension Fund Manager or Trustee;
- d. A person who is indebted to the Pension Fund Manager or Trustee; and
- e. A body corporate.
- f. A person who is not qualified to be appointed as auditor of a public company under the terms of Section 254 of the Ordinance shall not be appointed as the Auditor
- g. A person who is not qualified to be appointed as auditor under the terms of Sections 254(3) and 254(4) of the Ordinance shall not be appointed as the Auditor. For the purposes of this Clause 3.4.5, references to "company" in those Sections shall be construed as references to the Pension Fund Manager and the Trustee. Section 254(5) of the Ordinance will apply to the Auditor *mutatis mutandis*

3.5.4 Appointment of a partnership firm to be the Auditors shall be deemed to be the appointment of all persons who are partners in the firm from time to time.

3.5.5 The Auditors shall have access to the records, books, papers, accounts and vouchers of the Trust, whether kept at the office of the Pension Fund Manager, Trustee, Custodian, Registrar, or elsewhere and shall be entitled to require from the Pension Fund Manager, the Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of audit.

The Auditor shall prepare an auditor's report as required under the Rules, applicable laws and Regulations, to be transmitted to the Commission and the Participants.

3.5.7 The contents of the Auditors report shall be as required in the Rules. In case the Rules or any other applicable laws relating to appointment of Auditors of the Pension Funds are amended or substituted, the amended Rules or other applicable laws, as the case may be, shall be deemed to become part of this Deed without the need to execute a Supplemental Trust Deed.

3.5.8 The Commission shall monitor general financial condition of the Pension Fund, and, at its discretion, may order special audit and appoint an auditor who shall not be the external auditor of the Pension Fund, to carry out detailed scrutiny of the affairs of the Pension Fund, provided that the Commission may, during the course of the scrutiny, pass such interim orders and give directions as it may deem appropriate. On receipt of the special audit report, the Commission may direct the Pension Fund Manager to do or to abstain from doing certain acts and issue directives for immediate compliance which shall be complied forthwith or take such other action as the Commission may deem fit.

### 3.6 LEGAL ADVISORS

3.6.1 The first legal advisor of the NAFA Pension Fund is:

Jooma & Soomro  
Advocates and legal Consultants  
103 Ammera Centre,  
Sharah-e-Iraq, Karachi.  
Pakistan.

The Pension Fund Manager may, in consultation with the Trustee, replace the legal advisor or appoint a new legal adviser to a vacancy created by the resignation or removal of the legal adviser. The credentials of the new legal adviser shall be deemed to become part of this Deed without the need to execute a Supplemental Trust Deed.

## 4 CHARACTERISTICS OF THE PENSION FUND

### 4.1 ELIGIBILITY

AT (M)

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Sub-Registrar-II  
Karachi

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

4.2 STRUCTURE OF PENSION FUND

- 4.2.1 The Pension Fund shall be in the form of a trust being made up of an equity Sub-Fund, a debt Sub-Fund and a money market Sub-Fund and such other Sub-Funds as may be allowed by the Commission. The Pension Fund shall have different Allocation Schemes that may be specified by the Commission from time to time. Details of Allocation Schemes currently being offered by the Pension Fund Manager shall be given in the Offering Document. When the Additional Allocation Schemes or Sub-Funds are launched, the Pension Fund Manager shall announce the same by Supplementary Offering Document and Trust Deed.
- 4.2.2 The Pension Fund established is perpetual in life and shall not be wound-up or terminated by way of liquidation.

4.3 APPLICATION PROCEDURES

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

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



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No. 332  
Sub-Registrar-II,  
Dadar Town, Karachi

- k. The Applicant must obtain a copy of the application or the receipt signed and stamped by an authorized officer of the Distributor, Investment Facilitators/Sales Agents acknowledging its receipt. However, in case of online Contributions, if any offered by the Pension Fund Manager and approved by the Commission and Trustee, the online acknowledgement will be sufficient for the purpose of this clause.
- l. If an application received pursuant to this Clause 4.3 is found by the Pension Fund Manager, Registrar or the Distributor to be complete and correct in all material respects, the Pension Fund Manager, Registrar or the Distributor shall advise the applicant in writing of the opening of the applicant's Individual Pension Account with the Pension Fund Manager and shall also advise the applicant the number of such account.
- m. Subject to the State Bank of Pakistan's regulations or any other applicable law, the Pension Fund Manager will make arrangements, from time to time, for receiving the Forms and payments from outside Pakistan from the Participants or Applicants who meet with the eligibility criteria and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.
- n. The prescribed Forms can be lodged with any Distributor or Investment facilitators / sales agents. Sales Agent or authorized representatives of the Distributor can collect these Forms for onward submission to the Distributor or Pension Fund Manager.

4.3.2 ALLOCATION/ ISSUE OF UNITS

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



4.3.3

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

4.4 CONTRIBUTION PROCEDURES AND MINIMUM CONTRIBUTIONS

- 4.4.1 Contributions from Eligible persons and/ or from their employers can be paid lump sum or in installments during any Tax Year. Detailed procedures are mentioned in clause 4.3 above.
- 4.4.2 The Pension Fund Manager shall send an account statement as an acknowledgement of receipt of the Contribution, to the Participant or the employer, as the case may be, within 7 Business Days of the receipt of Prescribed Application Form complete in all respects along with realization of payment. Such account statement shall provide all the information as per Guidelines issued by the Commission in this regard.
- 4.4.3 Dispatch of the account statement as an acknowledgment through registered post / courier shall be sufficient to meet the needs of the above obligation.
- 4.4.4 The Fund may be marketed in conjunction with group life or other Insurance schemes or any other scheme subject to approval of the Commission. These supplementary schemes would not be compulsory for all the Participants to join and the Trustee would be authorized to deduct the premiums only from the Contributions of those Participants who have opted to join such schemes. The Trustee would be making payment of deducted premium to the relevant Insurance Company on the instruction of the Pension Fund Manager. Only the net amount of Contributions after deduction of the premium would form part of the Trust Property.
- 4.4.5 Contribution procedure enunciated in clauses 4.4.1 to 4.4.4 shall be subject to alterations due to amendments to or substitutions of the Rules and/or the Income Tax Ordinance, 2001 and/or the Income Tax Rules. Such alterations with prior approval of the Commission shall be announced in Supplementary Offering Documents and shall be deemed to correspondingly alter the above provisions in this Deed without the need to execute a Supplementary Trust Deed.



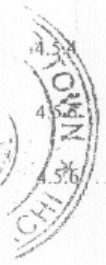
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- 4.4.6 The Pension Fund Manager may make arrangements to accept contributions through electronic means upon satisfaction of the Trustee.
- 4.4.7 Minimum Contributions
  - a. The minimum amount of Contribution initially and subsequently into an Individual Pension Account shall be as stated in the Offering Document approved by the Commission. The Participant can make Contribution at any frequency into his Individual Pension Account.
  - b. The Pension Fund Manager reserves the right to alter the minimum amounts of Contribution, with the consent of the Trustee and under intimation to the Commission, and the same will be effective irrespective of registration of Supplementary Trust Deed.

**4.5 INDIVIDUAL PENSION ACCOUNT**

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

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#### 4.6 WITHDRAWAL PROCEDURE BEFORE RETIREMENT

- 4.6.1 On any Business Day and from time to time before the date of retirement a Participant may redeem the whole or any part of the Units held by him in his Individual Pension Account subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001). The withdrawals may be through single or multiple payments and may be liable to withholding tax or tax penalty, and in case any such liability exists the amount of withholding tax or tax penalty shall be deducted by the Pension Fund Manager from the amount withdrawn and such deducted amount shall be paid to the relevant Authority.
- 4.6.2 Where the request made by a Participant under Clause 4.6.1 is for partial withdrawal from his Individual Pension Account, the request shall be given effect by redemption of Units of Sub-Funds in such proportion that the remaining balance in his Individual Pension Account is in accordance with the Allocation Scheme last selected by the Participant.
- 4.6.3 If a Participant intends to withdraw funds from his Individual Pension Account before the date of his retirement, he must give written notice of his intention to the Pension Fund Manager in the form prescribed for such purpose by the Pension Fund Manager in the Offering Document, specifying therein whether the withdrawal is required of the whole or part of the Units held by him, and in the case of part withdrawal, the percentage of Units to be withdrawn.
- 4.6.4 The Pension Fund Manager shall ensure that the form referred to in Clause 4.6.3 shall be available from Authorised Branches of Distributors and such form shall, if completed by the Participant and submitted to any Authorised Branch of distributor, shall be taken to be the notice to the Pension Fund Manager referred to in that Clause.
- 4.6.5 On any Business Day being not later than the sixth (6th) Business Day after the Participant submitted the completed form to any Authorised Branch under Clause 4.6.4, the Pension Fund Manager shall, subject to Clause 4.6.2, redeem the relevant number of Units held by Participant in his Individual Pension Account at Net Asset Value notified at close of the day on which the Participant submitted the completed form as aforesaid or, if such day is not a Business Day, on the first Business Day following that day and the proceeds realized thereby shall be paid to the Participant subject to Clause 4.6.1.
- The provisions relating to withdrawal of funds before the date of retirement set out in Clauses 4.6.1 to 4.6.5 may change due to amendments in or substitutions of the Rules and/or the Income Tax Ordinance, 2001. Any such changes shall be deemed to become part of this Trust Deed without the need for executing supplemental trust deeds.

#### 4.7 CHANGE OF PENSION FUND MANAGER BY THE PARTICIPANT

- 4.7.1 Participants shall be allowed to transfer the entire or part of his Individual Pension Account with the NPF to another pension fund manager by completing the Forms. For this purpose the Units shall be encashed at the Net Asset Value of each Sub-Fund notified at the date of transfer if a Dealing Day otherwise on the next Dealing Day.
- 4.7.2 No charge whatsoever called shall be deducted for transfer of the Individual Pension Account from NPF to another pension fund manager.
- 4.7.3 The transferred amount shall be used to purchase the Units of the Sub-Funds of the Pension Fund maintained by the new pension fund manager at the Net Asset Value notified at the close of the Dealing Day, of the receipt of amount, in accordance with the Allocation Scheme selected by the Participant.
- 4.7.4 The transfer of Individual Pension Account to another pension fund shall only take place on the Business Day falling on or immediately after the Anniversary Date of the opening of the Individual Pension Account in the Pension Fund or any such date as allowed under the VPS Rules.
- 4.7.5 The application for transfer of the account, specifying the name of the new pension fund manager and Individual Pension Account number with the new pension fund manager must be sent by the Participant at least thirty days before the relevant Anniversary Date. The procedure for transfer of Individual Pension Account from the Pension Fund Manager to another pension fund manager shall be specified in the Offering Document.
- 4.7.6 In the event the Commission cancels the registration of the Pension Fund Manager as a pension fund manager or discontinues the authorization of the Pension Fund, in each case in accordance with the Rules and other Applicable Laws, the Pension Fund Manager shall, as soon as practicably possible thereafter, transfer the Individual Pension Accounts of the Participants to pension funds managed by other pension fund managers as selected by the Participants or as directed by the Commission.
- 4.7.7 Above procedures will be followed both in case of Transfer in and Transfer out of the NAFA Pension Fund.

4.7.8 Policyholders having pension policies approved by the Commission under Section 63 of the Income Tax Ordinance, 2001 (XLIX of 2001) and issued by Life Insurance/Takaful Companies before 30 June 2005 would also be eligible to redeem their Units and transfer the balance to an Individual Pension Account with the NAFA Pension Fund, subject to the Trust Deed and the Rules. This may be subject to change due to any changes in or substitutions of the Income Tax Ordinance, 2001 and shall be deemed to become part of this Deed without the need to execute any Supplementary Trust Deed.

4.7.9 On receiving a transfer application mentioned in clause 4.7.5 above, complete in all respects, the Pension Fund Manager shall redeem the requested amount out of the balance available in Individual Pension Account of the Participant at the close of first Business Day that falls on or after the anniversary of opening of the Individual Pension Account and transfer the requisite amount to the requested pension fund. However, the Pension Fund Manager shall ensure that the remaining balance, if any, in the Individual Pension Account is as per the last selected Allocation Scheme by the Participant.

#### 4.8 REGISTER OF PARTICIPANTS

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

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

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

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

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

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

- a. Registration number;
- b. Individual Pension Account number
- c. Full names, father's name, residency status, CNIC number (in respect of Pakistani nationals)/ NICOP number (in respect of overseas Pakistanis), National Tax Number and addresses of Participant;
- d. If Participant is registered through employer the Individual Pension Account Number will be linked to an Employer Account Number that will contain the following:
  - i. Employer name;
  - ii. Registered address;
  - iii. National Tax Number;
  - iv. Number of employees contributing in VPS; and
  - v. Telephone number and e-mail address.
- e. Date of birth and Sex of the Participant;
- f. Complete record of the amount and date of each Contributions paid by the Participant;
- g. Complete record of the amount and date of each Contribution paid by the Employer;

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- h. Date and amount of incoming and outgoing transfers;
  - i. The number of Sub-Fund Units allocated and standing in the name of the Participant in the Individual Pension Account or Approved Income Payment Plan balances;
  - j. The date on which the name of every Participant was entered in respect of the Sub-Fund Units standing in his name;
  - k. Tax/Zakat status of the Participants;
  - l. Nominee(s);
  - m. Record of specimen signatures of the Participant and Nominee(s);
  - n. Information on retirement of Participant and the payments made or to be made;
  - o. Information on death and transfer of account to heirs; and
  - p. Such other information as may be specified by the Commission or Pension Fund Manager may require.
- 4.8.7 The Register shall be conclusive evidence as to the Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan Account balances held by each Participant.
- 4.8.8 Any change of address or status of any Participant shall forthwith be notified in writing to the Registrar, who on being satisfied therewith and on compliance with such formalities shall update the Register accordingly.
- 4.8.9 The Participant or his nominee, as the case may be, shall be the only persons to be recognized by the Trustee, the Pension Fund Manager and the Registrar as having any right, title or interest in or to such Units and the Trustee, the Pension Fund Manager and the Registrar may recognize the Participant as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust, except where required by any court of competent jurisdiction.
- 4.8.10 Upon being satisfied that the contribution to the Pension Fund has been received in full from the successful applicant, the Registrar shall issue, within seven business days of such contribution, an acknowledgement along with the account statement that will constitute evidence of the number of Sub-Fund Units or Individual Pension Account or Approved Income Payment Plan Account balances registered in the name of the Participant and shall contain such other information as prescribed by the Commission from time to time.
- 4.8.11 While making payment of the benefits, the Pension Fund Manager shall ensure that adequate description of reasons of payment i.e. retirement, disability, death benefit to the beneficiary(ies) is mentioned in the Register.
- 4.8.12 The accessibility of data shall extend three years past the last amount paid to the Participant, subsequent pension fund manager or to the heirs of the Participant by the Pension Fund Manager.

#### 4.9 RETIREMENT AGE

- 4.9.1 The Participant may choose his/her Retirement Age which would be between sixty and seventy years. Participant shall send a notice to the Pension Fund Manager at least thirty days before the chosen date of Retirement.
- 4.9.2 If a Participant suffers from any of the following disabilities, which render him unable to generate any income he may; if he so elects, be treated as having reached the Retirement Age at the date of such disability and all relevant provisions shall apply accordingly, namely:
- a. loss of two or more limbs or loss of a hand and a foot;
  - b. total loss of eyesight;
  - c. total deafness in both ears;
  - d. very sever facial disfigurement;
  - e. total loss of speech;
  - f. paraplegia or hemiplegia;
  - g. lunacy;
  - h. advance case of incurable disease; or
  - i. wounds, injuries or any other diseases, etc, resulting in a disability due to which the Participant is unable to continue any work.



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

**4.10 BENEFITS ON RETIREMENT**

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

- a. Withdraw upto 50 % of the amount in his individual pension account , as cash which is permissible under the ITO 2001;and either
- b. Use the remaining amount in case of withdrawal to purchase an Approved Annuity Plan from a Life Insurance of his choice, such payment shall be made directly to the Life Insurance by the Trustee of the Fund on the instruction of the Pension Fund Manager; or
- c. Enter into an agreement with the Pension Fund Manager to withdraw from the remaining amount, monthly installments till the age of seventy-five years or earlier or as specified in the Rules, according to an Approved Income Payment Plan, approved by the Commission.

At the expiry of the Approved Income Payment Plan according to clause (c) above, the Participant shall have option to use the outstanding balance in his Individual Pension Account to purchase an Approved Annuity Plan from a Life Insurance, of his choice or to withdraw subject to the conditions laid down in the Income Tax Ordinance.



**4.11 WITHDRAWAL OF FUNDS BEFORE RETIREMENT**

A Participant at any time before retirement shall be entitled to redeem the total or part of the Units of the Sub-Funds to his credit in the Individual Pension Account subject to the conditions laid down in the Income Tax Ordinance, 2001 (XLIX of 2001) and Offering Document, from time to time. The withdrawals may be through single or multiple payments.

- 4.11.2 Where the request is made by a Participant for partial withdrawal from the Individual Pension Account, the Pension Fund Manager will redeem the requested amount out of the Units of the Sub-Fund as per the last selected Allocation Scheme at the Net Asset Value prevailing on close of the Business Day on which the request was received and forward the request to the Trustee to make payment.
- 4.11.3 Withholding tax and tax penalty, if any, applicable to all such withdrawals shall be deducted by the Trustee as determined by the Pension Fund Manager and the same shall be deposited in the Government treasury.
- 4.11.4 Where the request made by a Participant under Clause 4.11.2 is for partial withdrawal from his Individual Pension Account, the request shall be given effect to by redemption of Units of Sub-Funds in such proportion that the remaining balance in his Individual Pension Account is in accordance with the Allocation Scheme last selected by the Participant.
- 4.11.5 If a Participant intends to withdraw funds from his Individual Pension Account before the date of his retirement, he must give written notice of his intention to the Pension Fund Manager in the form prescribed for such purpose by the Pension Fund Manager in the Offering Document, specifying therein whether the withdrawal is required of the whole or part of the Units held by him, and in the case of part withdrawal, the percentage of Units to be withdrawn.
- 4.11.6 The Pension Fund Manager shall ensure that the form referred to in Clause 4.11.5 shall be available from Distributors and Pension Fund Manager and such form shall, if completed by the Participant and submitted to any Distributor or Pension Fund Manager, shall be taken to be the notice to the Pension Fund Manager referred to in that Clause.
- 4.11.7 On any Business Day being not later than the sixth (6th) Business Day after the Participant submitted the completed form to any Authorised Branch under Clause 4.11.5, the Pension Fund Manager shall, subject to Clause 4.11.2, redeem the relevant number of Units held by Participant in his Individual Pension Account at Net Asset Value notified at close of the day on which the Participant submitted the completed form as aforesaid or, if such day is not a Business Day, on the first Business Day following that day and the proceeds realized thereby shall be paid to the Participant subject to Clause 4.11.1
- 4.11.8 The provisions relating to withdrawal of funds before the date of retirement set out in Clauses 4.11.1 to 4.11.6 may change due to amendments in or substitutions of the Rules and/or the Income Tax Ordinance,

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2001. Any such changes shall be deemed to become part of this Trust Deed without the need for executing supplemental trust deeds.

**4.12 BENEFITS ON DEATH BEFORE RETIREMENT**

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

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

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

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

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

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

**4.13 INSTRUCTIONS FROM PARTICIPANTS**

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

**4.14 THE METHOD OF DETERMINING NET ASSETS OF PENSION FUND**

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

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

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

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**4.15 FREQUENCY OF VALUATION OF THE ASSETS AND DEALINGS**

- 4.15.1 The valuation of Net Assets of the Sub Funds will be performed on all Dealing Days and any other day as determined by the Pension Fund Manager.
- 4.15.2 Dealing in the Units of the Sub-Funds will be conducted on at least four Dealing Days per week to be announced by the Pension Fund Manager initially in Offering Document and subsequently in newspaper.
- 4.15.3 For suspension or deferral in the dealing of Units please refer clause 8 in the Trust Deed.

**4.16 UNIT PRICING AND THE CIRCUMSTANCES UNDER WHICH IT CAN CHANGE**

- 4.16.1 Units of the Sub-Funds will be priced at Net Asset Value per Unit determined at the close of the Business Day as per criteria given in the Rules and amendment therein from time to time.
- 4.16.2 Unit pricing may change from time to time subject to change in Rules without any need to register the supplementary Trust Deed.

**4.17 THE MODE OF ANNOUNCEMENT OF NET ASSET VALUE**

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

**4.18 PAYMENT OF PROCEEDS**



- 4.18.1 The amount payable on withdrawal shall be paid to the Participant or, in accordance with this Trust Deed, to his nominated survivors, executors, administrators or successors by crossed cheque, pay order or transfer to their designated banker or an insurance/Takaful company as the case may be within six Business Days from the date of presentation of the duly completed application at the Authorized Branch / office of the Distribution Company or at the offices of Pension Fund Manager. The Pension Fund Manager shall ensure that while making payment, adequate records in respect of reason of payment are maintained. At the written request of the Participant, the Pension Fund Manager may at its discretion, advise the Trustee to pay proceeds through some other mode of payment (other than cash).
- 4.18.2 In the event that the withdrawal or transfer request is incomplete in any respects, the Pension Fund Manager or the Registrar shall inform the Participant of the discrepancies within one week of the receipt of the request to provide the missing information. The payment shall not be made until all discrepancies have been removed.
- 4.18.3 The amount payable on transfer shall be paid on behalf of the Participant to the requested pension fund within six Business Days from the anniversary of the opening of the Individual Pension Account. In the event transfer requests on any day exceed 10% of the NAFA Pension Fund, the transfer or withdrawal requests so in excess may be deferred in accordance with the procedure set out in Clause 8 of this Trust Deed.
- 4.18.4 The receipt of the Participant or banking documents showing transfer to the Participant, insurance/Takaful company or another pension fund as the case may be or proof of issue of a cheque and mail to the Participants address for any moneys payable in respect of the Individual Pension Account shall be a good discharge to the Trustee and the Pension Fund Manager.
- 4.18.5 The method for payment of proceeds given in 4.18.1 to 4.18.3 shall be subject to change due to any changes prescribed by the Commission under the Rules and shall be deemed to become part of this Deed without the need to execute any Supplemental Trust Deed.

**4.19 WITHHOLDING TAX AND TAX PENALTY**

The Trustee on the advice of the Pension Fund Manager shall withhold the tax on payments to the Participants, nominees or successors as the case may be, applicable according to the Income Tax Ordinance, 2001 (XLIX of 2001), including any amendments and/or substitutions thereof and deposit the same in the Government treasury.

**5 FEES AND CHARGES**

All the following fees and charges are subject to change with prior approval of Commission without any need to alter this Trust Deed. The full disclosure of the fee and charges shall be provided in the Offering Document of the Pension Fund.

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**5.1 FRONT END FEE OUT OF THE CONTRIBUTIONS**

- 5.1.1 The Pension Fund Manager may charge Front-end Fee up to a maximum of 3% on Contributions to the Fund, unless such contributions are exempt from a Front-end Fee as provided in the Rules and this Trust Deed.
- 5.1.2 The following contributions are exempt from Front-end Fee:
- a. Incoming transfer of the Individual Pension Account from other pension fund manager to NAFA Pension Fund;
  - b. Incoming transfer from pension policies approved by the Commission under section 63 of the Income Tax Ordinance, 2001 and issued by Life Insurance Companies before 30th June 2005; or
  - c. Such other contributions/transfers as may be declared by the Commission from time to time.
- 5.1.3 The remuneration of Distributors and Investment Facilitator / Sales Agents shall be paid from any Front-end Fee received by the Trustee and/or may be paid by the Pension Fund Manager when the Trustee pays the Front-end Fee to the Pension Fund Manager for onward payments to Distributors or Investment Facilitator / Sales Agents. Alternatively, the Trustee may pay the same directly to the Distributors or Investment Facilitator / Sales Agents upon instructions of Pension Fund Manager, and no charges shall be made against the Fund Property in this respect. If the Front-end Fee received by the Trustee is insufficient to pay the remuneration of the Distributors and Investment Facilitator / Sales Agents, the Pension Fund Manager shall pay the amount necessary to pay in full such remuneration.
- 5.1.4 Payments mentioned in Clause 5.1.3 above shall be made by the Trustee to the Distribution Companies, Investment Facilitators, Sales Agents and the Pension Fund Manager or, as the case may be, by the Pension Fund Manager to the Trustee, on monthly basis in arrears within thirty days following the end of the calendar month.
- 5.1.5 Any Distributor or Investment Facilitator / Sales Agents, whether in Pakistan or overseas, shall not receive any amount of Contributions in his own account (so he will not be able to deduct any distribution fee on his own). Every cheque/demand draft /instrument shall be in the name of the Trustee and then the Trustee shall, either directly or through the Pension Fund Manager, remit the commission to the Distributor or Investment Facilitator / Sales Agents as the case may be.
- 5.1.6 The Pension Fund Manager, at its sole discretion, may choose to reduce or altogether waive the Front-end Fee to any Participant or employer. Once the Pension Fund Manager has made an exception to reduce or waive the Front-end Fee for a contribution, accepted that contribution without imposing a Front-end Fee, the Pension Fund Manager may not later recharge that Front-end Fee. However, the decision by a Pension Fund Manager to reduce or waive a Front-end Fee for one Participant or for one contribution of a single Participant does not obligate the Pension Fund Manager to reduce or waive the Front-end Fee for other Participants' contributions or for future contributions of the same Participant.

**5.2 REMUNERATION OF THE PENSION FUND MANAGER**

- 5.2.1 The Pension Fund Manager shall be entitled to remuneration for its services out of the Trust Property by way of an annual management fee not exceeding 1.5% of the Net Assets of each Sub-Funds calculated during the year for determining the prices of the units of the Sub-Funds.
- 5.2.2 The remuneration due to the Pension Fund Manager shall be accrued on daily basis and paid on monthly basis, within thirty (30) Business Days after the close of each month, provided that the Pension Fund Manager may from time to time draw in advance out of the accrued remuneration a sum that the Trustee shall consider reasonable.
- 5.2.3 Pension Fund Manager shall not make any charge against the Participants or against the Fund Property for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Rules and the Trust Deed to be payable out of Fund Property.
- 5.2.4 In consideration of the foregoing and save as aforesaid and as provided the Pension Fund Manager shall be responsible for the payment of all expenses incurred by the Pension Fund Manager from time to time in connection with its duties as Pension Fund Manager of the Trust. The Pension Fund Manager shall also bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provision of the Trust Deed. In the event that a Pension Fund Manager erroneously makes an incorrect charge, the Pension Fund Manager shall immediately notify the Trustee and the Commission and credit the incorrectly charged amount to the respective Sub-Funds, at its own expense.

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5.2.5 The remuneration shall begin to accrue from the date of payment in full of the Seed Capital. In respect of any period other than a full year, such remuneration shall be prorated on the basis of the actual number of days for which such remuneration has accrued in the Accounting Period concerned. <sup>332</sup> ~~addl Town. 2.1.4.1~~

**5.3 REMUNERATION OF THE TRUSTEE**

- 5.3.1 The Trustee shall be entitled to a monthly remuneration out of the Fund Property based on an annual tariff of charges annexed hereto (Annexure "B"), which shall be applied to the average daily Net Assets of the Pension Fund during such calendar month.
- 5.3.2 Such remuneration shall be paid to the Trustee in arrears within fifteen Business Days after the end of each calendar month.
- 5.3.3 The Trustee shall bear all expenditures in respect of its secretarial and office space and professional management, in accordance with the provisions of this Deed.
- 5.3.4 The remuneration shall begin to accrue from the date of payment in full of the Seed Capital units subscribed by the Seed Investors. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days in the calendar month concerned.
- 5.3.5 In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with their duties as Trustee of the Trust. The Trustee shall not make any charge against the Participants or against the Trust Property or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property under the provisions of the Rules and this Deed

**5.4 OTHER FEES AND CHARGES PAYABLE OUT OF THE PROPERTY OF THE FUND**

5.4.1 Other fees and charges to be charged to the Fund shall include

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- a. Brokerage and Transaction Costs related to investing and disinvesting of the Fund Property.
- b. Legal costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Participants subject to approval of the Trustee. This may also include the cost incurred for registration of assets of the Pension Fund in the name of the Trustee.
- c. Bank charges and borrowing/financial costs; provided that the charges payable to any Bank or Financial Institution against borrowings on account of the Trust as permissible under the rules, shall not be higher than the normal prevailing bank charges or normal market rates
- d. Auditors' Fees and expenses.
- e. Annual fee payable to the Commission under Rule 36 of the Rules but not any fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies;
- f. Preliminary expenses including Formation Costs but excluding any costs relating to marketing, sales, promotion, education, communication or any form of advertisement costs shall be subject to a limit of PKR 750,000/- or 0.5% of the total Seed Capital, whichever is less. This cost shall be paid to the Pension Fund Manager within the first three months of complete receipt of Seed Capital and amortized over a period of three years.
- g. Taxes applicable to the Trust on its income, turnover, assets or otherwise if any; but not fines, charges, sanctions or penalties asserted by the Commission against the Pension Fund Manager or any of its related companies in relation to the Pension Fund; and
- h. Custody charges including Central Depository Company of Pakistan charges, if any.

5.4.2 The Pension Fund Manager's Remuneration and the Trustee's Remuneration shall be charged to the Sub-Funds in proportion to the Net Assets of the pertinent Sub-Fund. Formation Costs shall be divided equally among all the Sub-Funds. Any admissible expense identifiable to a specific Sub-Fund shall be charged to that Sub-Fund. Common expenses like Legal Costs, Audit Fees, Annual Fees payable to the Commission and other Costs and Charges pertaining to the Pension Fund as a whole, shall be divided equally among the Sub-Funds. Any other charges as may be allowed by Commission from time to time shall also be charged as per the above criteria.

**6 INVESTMENT POLICY AND INVESTMENT & BORROWING RESTRICTIONS**

6.1 INVESTMENT OF FUND PROPERTY:

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- 6.1.1 The Fund Property shall initially be constituted out of the proceeds (the "Seed Capital") of the Sub-Fund Units (Core Units) issued to initial investors (the "Seed Capital Investors").
- 6.1.2 The aggregate proceeds of all Contributions including Insurance premium if any to the Fund from time to time shall be collected in the collection account and transmitted to the respective Sub-Fund accounts after deducting Front-end Fees and Insurance premium if any in accordance with the instructions given by the Pension Fund Manager from time to time. The net proceeds after deduction of Front-end Fee and Insurance premium, if any, shall constitute Pension Fund Property vested in the Sub-Funds of the Pension Fund. Front-end Fee and Insurance premium will be transmitted in the name of Pension Fund Manager and specified Insurance Company respectively.
- 6.1.3 The Trustee shall take the Fund Property into its custody or under its control, either directly or through the Custodian and hold it in trust for the benefit of the Participants in accordance with the provisions of the Rules and this Deed. The Fund Property shall always be kept as separate property and shall not be applied to any purpose unconnected with the Fund. The Fund Property of each Sub-Fund shall be kept and accounted separately and shall not be commingled. All registerable Investments shall be registered in the name of the Trustee and shall remain so registered until disposed of pursuant to the provisions of this Deed. All expenses incurred by the Trustee in effecting such registration shall be payable out of the Fund Property.

6.1.4 All cash forming part of the Trust Property shall be deposited by the Trustee in separate account(s) to be opened in the name of the Trustee, as a nominee of the Trust, with Scheduled Commercial Bank(s) having atleast minimum rating as mentioned in the Offering Document approved by the Pension Fund Manager or as specified by the Commission from time to time. Such Bank(s) shall be required to allow profit thereon in accordance with the rules prescribed by such Bank(s) for sharing of profits or mark-up on deposits maintained in such account or under any other arrangement approved by the Pension Fund Manager



Save as herein expressly provided, the Fund Property of each Sub-Fund shall always be kept as separate property free from any mortgages, charges, liens, or any other encumbrances whatsoever and the Trustee, the Pension Fund Manager or a Custodian shall not, except for the purpose of the Fund, create or purport to create any mortgages, charges, liens or any other encumbrances whatsoever to secure any loan, guarantee, or any other obligation, actual or contingent, on the Fund Property.

Remuneration of the Pension Fund Manager; Remuneration of the Trustee; Brokerage and Transaction Costs related to investing and disinvesting of the Trust Property; Legal costs incurred in protecting the interests of the NAFA Pension Fund or the collective interest of the Participants; bank charges and other costs including; Audit Fees; Formation Costs, Annual Fee payable to the Commission, shall be payable out of the Trust Property. Provided further that the Formation Costs, including expenditure incurred in connection with the establishment and authorization of the NAFA Pension Fund shall also be borne by the Pension Fund paid to the Pension Fund Manager within the first three months of complete receipt of proceeds against Seed Capital Units subscribed by the Seed Investors and amortize over a period of three years.

**6.1.7 BANK ACCOUNTS**

- a) The Trustee will maintain Bank Accounts for the Pension Fund in Banks having a minimum rating as mentioned in the Offering Document or as specified by the Commission from time to time, approved by the Pension Fund Manager and their branches as specified by the Pension Fund Manager from time to time. These Bank Accounts would be titled as follows:
  - b) For collection of Contribution "CDC-Trustee NAFA Pension Fund".
  - c) For withdrawal of accumulated balance "CDC-Trustee NAFA Pension Fund Redemption Account".
  - d) Others separately for each Sub-Fund "CDC-Trustee NAFA Pension Fund (Equity Sub-Fund/ Debt Sub-Fund/ Money Market Sub-Fund) Account".
  - e) The amounts received from the Seed Capital Investors would be deposited in the bank account titled CDC-Trustee NAFA Pension Fund for onwards allocation to the individual Bank Accounts of the respective Sub-Funds. The Pension Fund Manager may start investment of this amount as per the Prescribed Investment Policy as soon as the total Seed Capital is received.

**6.2 INVESTMENT POLICY OF NAFA PENSION FUND AND ITS SUB-FUNDS**

6.2.1 Pension Fund Manager shall make investment of the NAFA Pension Fund in a transparent, efficacious, prudent and sound manner. Pension Fund will initially consist of three Sub-Funds.

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6.2.2 All the investments of the NAFA Pension Fund shall be strictly in compliance with the Prescribed Investment Policy (subject to relaxations if any, granted by the Commission from time to time). Subject to prior approval of the Commission, the Sub-Fund may seek to invest in foreign securities, listed or otherwise and traded outside Pakistan on such terms, Guidelines and directions as may be prescribed by the Commission and the State Bank of Pakistan from time to time.

### 6.3 INVESTMENT RESTRICTIONS

6.3.1 The Fund Property shall be subject to such exposure limits as are provided in the Rules, subject to relaxations granted by the Commission from time to time.

6.3.2 The Fund shall not at any time:

- a) Enter into a short sale transaction in any security, whether listed or unlisted;
- b) Purchase from or sell any security to any Connected Person;
- c) Enter into transactions with any single broker who is a Connected Person that account for ten per cent or more of the Fund's brokerage commission in any one Accounting Year of the Fund.
- d) Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person. However, Investment in sale and repurchase transactions involving Government Securities or such listed securities which are regulated by the Stock Exchanges shall not be attracted by this rule under the risk management parameters given in above;
- e) Invest in any security of a company if any director or officer of the Pension Fund Manager or their lineal ascendant or descendants owns more than five per cent of the total nominal amount of the securities issued, or, collectively the directors and officers of the Pension Fund Manager own more than ten per cent of those securities;
- f) Except where it is necessary to protect its Investment, seek to acquire a controlling interest in any enterprise in which it has invested or has any other interest, which would give it primary responsibility for management.

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6.3.3 The investment of properties of the Sub-Funds shall be subject to the restrictions/limitations prescribed by the Commission vide its Prescribed Investment Policy from time to time.

### 6.4 BORROWING RESTRICTIONS

6.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Trustee may at any time at the request of the Pension Fund Manager concur with the Pension Fund Manager in making and varying arrangements with Banks or Financial Institutions for borrowing by the Trustee for the account of the Pension Fund; provided that the borrowing shall not be resorted to, except for meeting the withdrawal requests or transfer of funds to other Pension Fund Managers.

6.4.2 Borrowing shall not be resorted to except for meeting withdrawal requests or transfer of funds to other Pension Fund Managers and such borrowing shall not exceed the limits provided in the Rules at the time of borrowing. However, if subsequent to such borrowing the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or withdrawal, the Trustee or Pension Fund Manager will not be under any obligation to reduce such borrowings unless. Such borrowing shall be repayable within a period of ninety days.

6.4.3 The charges payable to any Bank or Financial Institution against borrowings on account of the Trust as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.

6.4.4 The maximum borrowing for the account of the Trust shall not exceed fifteen per cent of the total Net Asset Value of the Pension Fund and the maximum borrowing for the account of any Sub-Fund shall not exceed fifteen per cent of the total Net Asset Value of such Sub-Fund or such other limit as may be provided in the Rules. If subsequent to such borrowing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or withdrawal of funds, the Pension Fund Manager or the Trustee shall not be under any obligation to reduce such borrowing.

6.4.5 Neither the Trustee, nor the Pension Fund Manager shall be required to issue any guarantee or provide security over their own assets for securing such borrowings from Banks and Financial Institutions. The Trustee or the Pension Fund Manager shall not in any manner be liable in their personal capacities for repayment of such loans or advances.





- 6.4.6 For the purposes of securing any such borrowing the Trustee may upon instruction of the Pension Fund Manager mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules.
- 6.4.7 Neither the Trustee nor the Pension Fund Manager shall incur any liability by reason of any loss to the Trust or any loss that a Participant may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangement made in accordance with the Trust Deed.

## 7 STATEMENTS AND DECLARATIONS

### 7.1 PARTICIPATING PARTIES

**NBP Fullerton Asset Management Limited**, an unlisted public limited company, incorporated under the Companies Ordinance, 1984 (hereinafter called the "Pension Fund Manager" which expression where the context so permits, shall include its successors in interest and assigns), registered as a Non Banking Finance Company with a license to perform Asset Management and Investment Advisory Services under the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "NBFC Rules") and registered as a Pension Fund Manager under the Voluntary Pension System Rules, 2005, having its registered office at 9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi, of One Part.

**AND Central Depository Company of Pakistan Limited (CDC)**, a public limited company, incorporated under the Companies Ordinance, 1984, and registered to act as central depository company under Rule 4(3) of the Central Depository Companies (Establishment & Regulations) Rules, 1996, having its Registered Office at CDC House, 99-B Block 'B' S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, (hereinafter called the "Trustee" which expression where the context so permits, shall include its successors in interest and assigns) of the Other Part.

### 7.2 OBLIGATIONS OF PENSION FUND MANAGER

- 7.2.1 The Pension Fund Manager shall also act as the Investment Adviser of the Fund.
- 7.2.2 The Pension Fund Manager shall: —

- a. be obliged to manage and invest the assets of the Pension Fund, according to the provisions of this deed and the Rules, in the best interest of the Participants in good faith and to the best of its ability and without gaining any undue advantage for itself or any of its related parties or its officers;
- b. be responsible for the acts and omissions of all persons to whom it may delegate any of its functions as Pension Fund Manager, howsoever designated, as if they were its own acts and omission;
- c. account to the Trustee for any loss in value of the assets of the Pension Fund where such loss has been caused by its gross negligence, reckless or willful act or omission;
- d. maintain at its principal office, proper accounts and records of the Pension Fund and each Sub-Fund and each Individual Pension Account to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Pension Fund and the Sub-Funds, all transactions for the account of the Pension Fund and Contributions received by the Pension Fund and withdrawals by the Participants including detail of the Front-end Fee deducted from the Contributions and the withholding tax deducted at source and transfer or receipt of balances in the Individual Pension Accounts of the Participants to or from other pension fund managers. The Pension Fund Manager shall provide and replicate these records to/with the Trustee at regular intervals to be decided by the Trustee. The extent of records to be provided to the Trustee shall be mutually decided with the Pension Fund Manager or as specified by the Commission;
- e. prepare and transmit an annual report, together with a copy of the balance sheet and income and expenditure account and the auditor's report of the Pension Fund and each Sub-Fund within three months of closing of the Accounting Period to the Commission, Trustee and the Participants, and the balance sheet and income and expenditure account shall comply with requirements as set out in Schedule I to the Rules;
- f. within one month of the close of the first, second and third quarter of its year of account of the Fund, prepare and transmit to the Participants, Trustee and the Commission a balance sheet as at the end of that quarter and a profit and loss account for that quarter, whether audited or otherwise, of the Pension Fund and the balance sheet and income and expenditure account shall comply with requirements as set out in Schedule I. The companies may, with the prior approval of the Commission, post the said quarterly accounts on their website;

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- g. The Pension Fund Manager shall maintain a Register of Participants of the NAFA Pension Fund and inform the Commission of the address where the register is kept. For this purpose it may appoint a Registrar, who is responsible for maintaining Participants' records and providing related services. The Registrar shall carry out the responsibility of maintaining Participants' records, issuing statements of account, receipts for contribution, processing withdrawals and all other related activities;
- h. appoint, from the list of auditors prescribed by the Commission from time to time, with the consent of the Trustee, at the establishment of the Pension Fund and upon any vacancy, an Auditor independent of the auditor of the Pension Fund Manager and the Trustee and such Auditor shall not be appointed for more than three consecutive years;
- i. The Pension Fund Manager shall furnish to the Commission within one month of the close of the Accounting Year, (i) particulars of the personnel (executive, research and other) managing the NAFA Pension Fund (ii) total number of Participants (iii) total value of all Individual Pension Accounts (iv) total Contributions for the previous year and (v) such other information that may be prescribed by the Commission from time to time;
- j. send an account statement as at the 30th June and the 31st December each year, within thirty days after the end of each date, to individual Participants, confirming the aggregated transactions for that six month period and indicating the type(s) of Contributions received: contribution from the employer or the Participant, incoming transfers from other pension fund manager(s) or incoming transfers from Provident Fund or transfer from a deceased person's account or other; types of benefit disbursements: retirement, pre-retirement payment along with the taxes withheld, death benefit payment or transfer to heirs, outgoing transfer to purchase an Approved Annuity Plan from a Life Insurance/Takaful Company, outgoing transfer to other pension fund manager(s), premium deducted out of the Contributions on account of supplementary schemes, withdrawals or other. The statements shall include details of the number of Units allocated and held, the current valuation of the Units and such other information as may be specified by the Commission, free of charge. Additionally, the Participant shall be entitled to receive any statement, in respect of his account, at any time, on written application. Such information may also be posted on the website or emailed and furnished electronically, subject to prior approval of the Commission;
- k. The Pension Fund Manager under intimation to the Commission and the Trustee, from time to time appoint, remove or replace one or more Distribution Company (ies) for carrying the Distribution Function at one or more locations, on terms and conditions to be incorporated in the Distribution Agreement to be entered into between the Distribution Company and the Pension Fund Manager.
- l. furnish to the Commission a copy of its annual report and half yearly report, together with copies of the balance sheet, profit and loss account, the directors' report and the Auditors' report within two months of the close of its accounting year and within one month of its half year.
- m. send any other statement or certificate to the Participants which may be necessary under these Rules.
- n. The Pension Fund Manager shall not be under any liability except such liability as may be expressly assumed by it under the Rules and this Deed nor shall the Pension Fund Manager (save as herein otherwise provided) be liable for any act or omission of the Trustee or for anything except its own negligence, reckless or willful breach of duty hereunder. If for any reason it becomes impossible or impracticable to carry out the provisions of this Trust Deed the Pension Fund Manager shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

7.3 RESTRICTIONS FOR PENSION FUND MANAGER.

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

- a. merge with, acquire or take over management of any other pension fund unless it has obtained the prior approval of the Commission in writing to the scheme of such merger, acquisition or takeover;
- b. pledge any of the securities held or beneficially owned by the Pension Fund except for the benefit of the Pension Fund subject to prior approval of the Commission;
- c. accept deposits from another pension fund;
- d. make a loan or advance money to any person except in connection with the normal business of the Pension Fund;
- e. participate in a joint account with others in any transaction

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- f. apply any part of its assets to real estate, unless provided in the Rules or approved by Commission provided that the Pension Fund Manager may purchase real estate for its own use out of its own shareholders' fund;
- g. make any investment with the purpose of having the effect of vesting the management, or control, in the Pension Fund; and
- h. employ as a broker, directly or indirectly, any of its director, officer or employee or a member of a family of such person which shall include spouse, parents, children, brothers and sisters and enter into transactions with any connected broker, which shall equal or exceed ten per cent or more of the brokerage or commission paid by the Pension Fund in any one accounting year.

Provided that the Commission may, in each case on merits, permit the ten percent to be exceeded if the connected broker offers advantages to the Pension Fund not available elsewhere.

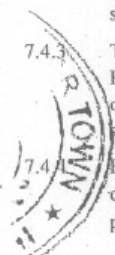
#### 7.4 LIMITATIONS AND PROHIBITIONS

- 7.4.1 Pension Fund Manager on behalf of the Pension Fund shall not lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person. Provided that investment in purchase and resale transactions involving Government securities or such eligible listed securities which are regulated by Stock Exchanges shall not be prohibited by this sub-clause subject to the condition that risk management parameters are disclosed in the Offering Document of the Pension Fund approved by the Commission.
- 7.4.2 Borrowing shall not be resorted to except for meeting withdrawal requests or transfer of funds to other pension fund managers and such borrowing shall not exceed fifteen per cent of the total Net Asset Value of the Pension Fund at any time, and shall be repayable within a period of ninety days. Any such borrowing shall be immediately communicated to the Commission with details of amount and payback plan.
- 7.4.3 The Pension Fund shall not be invested in any security of a company if any director or officer of the Pension Fund Manager owns more than five per cent of the total nominal amount of the securities issued, or, collectively the directors or officers of the Pension Fund Manager own more than ten per cent of those securities.

7.4.4 Except where it is necessary to protect its investment, the Pension Fund Manager shall not seek to acquire a controlling interest in any enterprise in which it has invested or has any other interest, which would give it primary responsibility for management.

#### 7.5 RETIREMENT OR REMOVAL OF PENSION FUND MANAGER

- 7.5.1 The Pension Fund Manager may retire at any time after issuing a three months' notice to the Participants about its intention, with the prior approval of the Commission under intimation to the Trustee.
- 7.5.2 The Trustee may, with the prior approval of the Commission, remove the Pension Fund Manager if the Pension Fund Manager has contravened the provisions of this Deed in any material respect and has failed to rectify the contravention within (1) 30 days from the date of notification in writing, under intimation to the Commission or (2) such other period as may be specified by the Commission, in respect of the subject contravention. Provided that such notice shall not be considered as an admission of contravention on part of the Pension Fund Manager who shall have the right to defend such notice or consequent action.
- 7.5.3 The Pension Fund Manager will stand retired immediately in case of the following events and no notice is required to be served. All the other provisions relating to audit and approvals as mentioned herein shall be applied accordingly:
  - a. A receiver is appointed over any of the assets of the Pension Fund Manager.
  - b. The Pension Fund Manager goes into liquidation (other than voluntary liquidation on terms previously agreed to with the Trustee for purpose of reconstruction and amalgamation);
- 7.5.4 If the Commission is of the opinion that the Pension Fund Manager has contravened any provision of the Rules, or has otherwise neglected or failed to comply with any order or direction of the Commission or with any requirement of the Rules or has failed or neglected to carry out its duties to the satisfaction of the Trustee, or the Commission, as the case may be, and considers that it would be in the interest of the Participants so to do, the Commission, on its own motion or on the report of the Trustee, by order in writing may immediately:-
  - a. cancel or suspend the registration of the Pension Fund Manager;
  - b. remove the Pension Fund Manager managing the Pension Fund;
  - c. issue appropriate orders to the Pension Fund Manager;



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- d. order compensation to be paid to the Participants;
  - e. impose fine; or
  - f. take any combination of the above mentioned actions.
- 7.5.5 The Commission may cancel the registration of the Pension Fund Manager or impose fine on it if in the opinion of the Commission, the performance of the Pension Fund Manager is substantially below par and the investment return in the Sub-Funds during any particular year is well below the specified benchmark.
- 7.5.6 If the registration of the company as a Pension Fund Manager is cancelled under as mentioned above, the Commission shall appoint with consent of the Trustee another Pension Fund Manager for the Pension Fund according to the provisions of this deed and the Rules and the Pension Fund Manager whose Registration has been cancelled shall not be eligible to be registered as a Pension Fund Manager again.
- 7.5.7 The removal of Pension Fund Manager and appointment of a new pension fund manager shall always require the prior approval of the Commission.
- 7.5.8 Upon a new pension fund manager being appointed, the Pension Fund Manager will take immediate steps to deliver all the documents and records pertaining to the Trust to the new pension fund manager and shall pay all sums due to the Trustee.
- 7.5.9 Upon its appointment the new pension fund manager shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Pension Fund Manager hereunder as fully as though such new pension fund manager had originally been a party hereto.
- 7.5.10 If so directed by Commission, the Pension Fund Manager shall not receive any Contributions from any of the Participants or make any other transaction on account of the Pension Fund as from the date of issue of such notice as referred above.
- 7.5.11 The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Pension Fund Manager are audited by the Auditors of the fund and the audit report is submitted, within one month time from the date of such appointment, to the Commission and the Trustee. The Trustee with the prior approval of the Commission shall decide the cost of such interim audit.

7.6 \* OBLIGATIONS OF TRUSTEE

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

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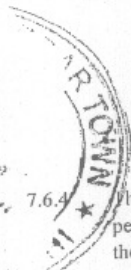
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Pension Fund, such assets may be registered in the lender's name or in that of a nominee appointed by the lender;

- d. ensure that the issue, redemption and cancellation of Units are carried out in accordance with the provisions of the Rules and the Constitutive Documents of the Pension Fund;
- e. ensure that the methods adopted by the Pension Fund Manager in calculating the values of the Units of each Sub- Fund of the Pension Fund are adequate and that the Net Asset Value is calculated in accordance with the provisions of the Constitutive Documents or as specified by the Commission;
- f. carry out the instructions of the Pension Fund Manager in respect of Investment Policy, unless they are in conflict with the provisions of the Constitutive Documents;
- g. ensure that the investment policy prescribed by the Commission from time to time and the borrowing limitations set out in the Trust Deed, the Rules and other conditions under which the NAFA Pension Fund was authorized are complied with;
- h. issue a report to be included in the annual report to be sent to Participants whether, in the Trustee's opinion, the Pension Fund Manager has in all material respects managed the Pension Fund in accordance with the provisions of the Constitutive Documents, and if the Pension Fund Manager has not done so, the respects in which it has not done so and the steps which the Trustee has taken in respect thereof; and
- i. ensure that Units are not allocated until Contributions have been received.
- j. shall obtain and maintain replication of all the records of the Participants maintained by the Pension Fund Manager or the Registrar, as the case may be, and shall keep the records updated on fortnightly basis



7.6.4 The Trustee shall, from time to time appoint, remove or replace one or more Custodian(s) as an agent for performing the Custodian Function at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee and approved by the Pension Fund Manager;

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

7.6.6 The Trustee shall be entitled to require the Auditors to provide such reports as may be agreed between the Trustee and the Pension Fund Manager as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible in a manner so as to enable the Pension Fund Manager to meet obligation for finalization of financial statements of the Sub- Funds within the required time period.

7.6.7 The Trustee shall promptly provide proxies or other forms of power of attorney to the order of the Pension Fund Manager with regards to any voting rights attaching to any Investments.

7.6.8 The Commission may, if it is satisfied that it is necessary and expedient so to do in the interest of the Participants, or in the interest of the capital market and public, by an order in writing, give such directions to the Trustee which are essential to enforce the Rules including but not limited to making arrangements for safe custody of assets of the Pension Fund, submission of reports and disclosure of information.

7.6.9 The Trustee shall, if requested by Pension Fund Manager and may if it considers necessary for the protection of Trust Property or safeguarding the interest of Participants, institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleading and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized directors and officers. All costs, charges and expenses (including reasonable legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses, provided that, no such indemnity shall be available in respect of any action taken against the Trustee for negligence or breach of fiduciary duties in connection with its duties as the Trustee under this Deed or the Rules.

7.6.10 None of the Trustee, the Custodian (if Trustee has appointed another person as Custodian), the Pension Fund Manager or any of their Connected Persons shall sell or purchase or deal in the sale of any Investment with the Pension Fund save in the capacity of an intermediary.

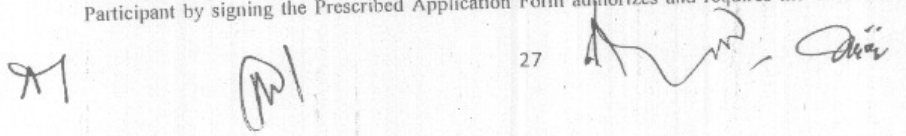
7.7 RETIREMENT OR CHANGE OF TRUSTEE

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- 7.7.1 The Trustee shall not be entitled to retire voluntarily or otherwise except with the prior approval of the Commission and on appointment of a new trustee and such retirement shall take effect at the same time as the new trustee is appointed.
- 7.7.2 In the event of the Trustee desiring to retire, the Pension Fund Manager with the prior written approval of the Commission, within a period of three months of the Trustee giving notice of its intention to retire to the Pension Fund Manager shall by a Supplementary Trust Deed under the seal of the Pension Fund Manager and the Trustee, appoint a new trustee under the provisions of the Rules in place of the retiring Trustee and also provide in such deed for the automatic vesting of all the assets of the Trust in the name of the new trustee. The retirement of the Trustee shall take effect at the same time as the new trustee is appointed and the Supplementary Trust Deed, reflecting this appointment is executed. The Trustee shall ensure that accounts of the Pension Fund till the day of the appointment of the new Trustee are audited by the Auditors of the fund and the audit report is submitted, within one month time from the date of such appointment, to the Commission, the newly appointed Trustee and the Pension Fund Manager. The Pension Fund Manager with the prior approval of the Commission shall decide the cost of such interim audit
- 7.7.3 If the Trustee goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction or terms previously agreed to with the Pension Fund Manager) or ceases to carry on business of trusteeship or a receiver of its undertaking is appointed or it becomes ineligible to act as a trustee of the Trust under the provisions of the Rules, the Pension Fund Manager shall with prior approval of the Commission by instrument in writing remove the Trustee from its appointment under this Deed and shall by the same or some other instrument in writing simultaneously appoint as Trustee some other company or corporation according to the provisions of the Rules and this Deed as the new trustee.
- 7.7.4 The Commission after giving thirty days notice, may remove the Trustee by order in writing on grounds of any material default or non-compliance with the provisions of the Rules or this Deed, negligence of its duties or incompetence in performing its duties or if the Commission is of the opinion that the Trustee has otherwise neglected or failed to comply with any order or direction of the Commission and considers that it would be in the interest of the Participants so to do; provided that such notice shall not per se be regarded as an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.
- 7.7.5 The Pension Fund Manager may also remove the Trustee with the prior approval of the Commission after giving three months notice if the Pension Fund Manager feels that the Trustee is charging a remuneration that is not comparable to the market norm and it would be in the interest of the Participants to appoint another trustee. For this purpose, if the Pension Fund Manager, based on a firm quotation or offer received from an alternate institution (qualified to be appointed as trustee of a pension fund) determines that the remuneration being paid to the Trustee is not comparable to the market norm and that for this reason, it would be in the interest of the Participants to appoint another trustee on such favorable terms, it will issue a thirty days notice of removal of the Trustee on this ground. However after receiving such notice from the Pension Fund Manager, the Trustee shall have the option to continue as Trustee of the Fund on such favorable terms offered by the alternate institution or to retire as Trustee of the Fund and notify the Pension fund Manager accordingly. The change of Trustee will become effective with the Commission's approval, once the newly appointed trustee takes charge of all duties and responsibilities and appoint another trustee; provided that such notice shall not per se be regarded an admission of contravention on part of the Trustee who shall have the right to defend such notice or action.
- 7.7.6 Upon the appointment of a new trustee the Trustee shall immediately deliver all the documents and records to the new trustee and shall transfer all the Trust Property and any amount deposited in any Individual Pension Account to the new trustee and make payments to the new trustee of all sum due from the Trustee.
- 7.7.7 The new trustee shall exercise all the powers and enjoy all rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto as trustee of the Pension Fund.
- 7.7.8 Notwithstanding the removal or resignation of the Trustee and its subsequent discharge from its duties under this Deed and the Rules, the Trustee shall remain entitled to the benefit under the terms of this Deed till the removal or resignation of the Trustee is effective without prejudice to the Trustee's responsibility or obligation to liquidate any liability for which the Trustee may have become liable under this Deed and/ or the Rules.

7.8 DEED BINDING ON EACH PARTICIPANT

The terms and conditions of the Rules and this Deed and any Supplementary Trust Deed shall be binding on each Participant as if he has been party to this Deed and so to be bound by Deed's provisions and each Participant by signing the Prescribed Application Form authorizes and requires the Trustee and the Pension

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Fund Manager to do as required of them by the provisions of the Rules and the terms of this Deed and the Rules.

#### 7.9 UNITS TO RANK PARI PASSU

- 7.9.1 All Units, including the Core Units, and fractions thereof represent an undivided share in the pertinent Sub-Funds of the Fund rank pari passu as to their rights in the Net Assets and earnings of such Sub-Fund and shall not be tradable or transferable. Each Participant has a beneficial interest in the Sub-Fund proportionate to the Units held by such Participant in such Sub-Fund. Units of each Sub-Fund shall be issued in registered, un-certificated form.
- 7.9.2 Seed Capital Units subscribed by the Seed Investors shall be offered and issued at the Par Value and shall not be redeemable transferable or tradable for a period of three years from the date of issue or as may be determined by the Commission. Such restriction and its termination date shall be entered into the Register and shall be noted on any Certificate issued in respect of such Units.

#### 7.10 PARTICIPANTS RANKING PARI PASSU:

The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee upon trust for the benefit of the Participants ranking *pari passu inter se*, according to the number of Units of Sub-Funds held by each Participant in the pertinent Sub-Fund. Similarly with respect to any funds held in bank account(s) pending ultimate disposal, all Participants whose funds are held in such bank account(s) shall rank *pari passu inter se* according to their balance.

#### 7.11 TRUSTEE TO REPORT TO PARTICIPANTS

7.11.1 The Trustee shall report to the Participants on all matters provided in the Rules and this Deed. In particular, the Trustee shall issue a report to the Participants to be included in the annual report to be sent to the Participants at any frequency prescribed by the Commission, a statement on stating whether in the Trustee's opinion, the Pension Fund Manager has in all material respects managed the Pension Fund in accordance with the provisions of the Rules and this Deed and the Rules and if in the Trustee's opinion the Pension Fund Manager has not done so, the Trustee's report shall describe the respects in which the Pension Fund Manager has not done so and the steps, which the Trustee has taken in respect thereof.

7.11.2 The Trustee shall be entitled to require the Auditors to provide such reports as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules. The Trustee shall endeavor to provide the certification at the earliest date reasonably possible.

#### 7.12 TRUST ARRANGEMENTS

##### 7.12.1 Primary Functions:

- a. **Fund Management** – The Pension Fund Manager has the responsibility to take all investment decisions in relation to the Pension Fund within the framework of the Rules, Prescribed Investment Policy, and the Trust Deed.
- b. **Control over Assets** - The Trustee has the responsibility for being the nominal owner for the safe custody of the assets of the Fund on behalf of the beneficial owners (the Participants), within the framework of the Rules and Trust Deed.
- c. **Participant Records** – The Pension Fund Manager has the responsibility to maintain Participants' records and for this purpose it may appoint a Registrar, responsible for maintaining Participants' records and providing related services. The Registrar shall carry out the responsibility of maintaining Participants' records, issuing statements of account representing investment of the Participants in the Fund, and all other related activities.
- d. **Record Keeping** – The Pension Fund Manager has the primary responsibility for all record keeping, and for producing financial reports from time to time in relation to the Pension Fund; However, the Trustee has the responsibility to ensure timely delivery to the Pension Fund Manager of statements of account and transaction advices for banking and custodial accounts in the name and under the control of the Trustee. The Pension Fund Manager shall provide the Trustee unhindered access to all records relating to the Fund.
- e. **Participant Services** - The Pension Fund Manager has the responsibility to facilitate the Participants to make Contributions and to redeem the balance in the Individual Pension Accounts and to make adequate arrangements for receiving and processing applications in this regard.

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- f. **Distribution** - the Pension Fund Manager shall from time to time appoint suitable parties as Distributors under intimation to the Commission and the Trustee. The Distributors shall receive applications for Contribution and withdrawal from the Participants.
- g. **Sales Agents** - The Pension Fund Manager shall, at its own responsibility, from time to time appoint Sales Agents to assist it in promoting sales.

7.12.2 **Administrative Arrangements:**

The Trustee shall have all the obligations entrusted to it under the Rules and Trust Deed establishing the Fund. However, the Trustee shall, in addition to the aforesaid obligations, facilitate the Pension Fund Manager's business in the following manner:

- a. **Attorney(s) and Point Person(s):** The Trustee shall, under intimation to the Commission, nominate one or more of its officers to act as attorney(s) for performing the Trustee's functions and for interacting with the Pension Fund Manager.
- b. **Custodian(s):** The Trustee shall act as Custodian for securities forming part of the Trust Property for which custody services are available with the Trustee. For other securities forming part of the Trust Property, the Trustee shall make appropriate arrangements with one or more Custodians for custody of securities in which investment may be made on behalf of the Fund. The Trustee shall provide custodial services for Trust Property to the extent others Custodian(s) cannot be identified for this purpose.

7.12.3 **Bank Accounts**

- a. The Trustee shall, at the request of the Pension Fund Manager from time to time, open separate Bank Accounts titled "CDC- Trustee NAFA Pension Fund" for the Pension Fund and each Sub-Fund for, inter alia, (i) receipt of proceeds of Seed Capital Units and subsequent Contributions into the Pension Fund, (ii) credit of proceeds realized on account of any transfer or withdrawal at or before retirement or re-allocation in relation to Individual Pension Accounts, and (iii) withdrawals from Approved Income Payment Plans for the Pension Fund.
- b. The Bank Accounts referred to in clause "a" of 7.12.3 shall be opened by the Trustee at such branches of Banks approved by the Pension Fund Manager having minimum investment grade entity rating awarded by a credit rating agency approved by the Commission and at such locations (including outside Pakistan) as determined by the Pension Fund Manager, subject to compliance with Applicable Laws and after obtaining all necessary Approvals as may be required from time to time.
- c. Notwithstanding anything in this Trust Deed, the beneficial ownership of the balances in the Bank Accounts opened by the Trustee under clause "a" of 7.12.3 shall vest at all times in the Participants collectively.

7.12.4 **Transactions Relating to the NAFA Pension Fund:**

The Trustee shall authorize and facilitate the provision to the Pension Fund Manager of daily statements of accounts for all the Bank Accounts being operated by the Trustee as a nominee of the NAFA Pension Fund.

7.12.5 **Transactions Relating to Investment Activity/ Portfolio Management**

- a. The Pension Fund Manager shall, from time to time, advise the Trustee of the settlement instructions relating to any investment/disinvestment transactions entered into by it on behalf of the Trust. The Pension Fund Manager shall ensure timely delivery of the settlement instructions, and that the same are complete and accurate so as to facilitate timely settlement, and the Trustee, shall ensure that the settlement is handled in a promptly and in accordance with such instructions to the extent that they do not contravene the requirements of the Rules and this Trust Deed.
- b. The Trustee shall ensure that, where applicable, payments against Investments are made against delivery and vice versa.
- c. The Trustee shall promptly forward to the Pension Fund Manager in relation to Trust Property any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust Funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or received from any court, government regulator, stock or other exchange or any other party having any connection with the transaction.
- d. The Pension Fund Manager shall also advise the Trustee on a daily basis of the details of amounts to be paid from the respective Individual Pension Accounts to respective Participants against

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withdrawal requests. Such payments shall be effected by the Trustee out of the respective accounts of the Sub-Funds of the Fund by way of transfer of the appropriate amounts to the designated bank accounts of the Participants.

- c. The Pension Fund Manager shall also advise the Trustee on a daily basis of the details of amounts to be transferred to the Sub-Funds.
- f. The Trustee shall pay to the Pension Fund Manager's order such sums out of the Front-end Fee that is specified in Trust Deed establishing the Fund, if any, as being payable out of the Contributions.
- g. The Trustee shall also, if so required by the nature of such notices or deeds mentioned in the foregoing clause, act in a manner that is in the best interest of the Trust. Such action shall include legal action if called for and the Trustee shall be entitled to recover any legal costs reasonably incurred from the Trust.
- h. The Pension Fund Manager shall provide the Trustee with regular reports indicating dividends, other forms of income or inflows, and any rights or warrants relating to the Investments that are due to be received. The Trustee shall report back to the Pension Fund Manager any such amounts or warrants that are received on such accounts from time to time.
- i. The Trustee shall provide proxies or other forms of powers of attorney to the order of the Pension Fund Manager with regard to any voting rights attaching to any Investment.

7.12.6 **Voting Rights on Trust Property**

- a. All rights of voting attached to any Trust Property shall be exercisable by the Pension Fund Manager on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be the best interests of the Participants and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Participants shall not have any right to interfere or complain.
- b. The Trustee shall upon written request by the Pension Fund Manager from time to time execute and deliver or cause to be executed or delivered to the Pension Fund Manager or their nominees powers of attorney or proxies authorizing such attorneys and proxies to vote consent or otherwise act in respect of any Investment in such form and in favour of such persons as the Pension Fund Manager may require in writing. The word "vote" used in this sub-clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement.
- c. The Trustee shall forward to the Pension Fund Manager within six days of receipt of all notices of meetings and all reports and circulars received by the Trustee as the registered holder of any Investment.
- d. All record related to voting rights stated in clause (c) shall be maintained by the Pension Fund Manager at its registered office in such manner as may be decided by the Pension Fund Manager in consultation with the Trustee or as be required under the Rules or by the Commission from time to time.

7.13 **BASE CURRENCY**

The currency of transaction of the Pension Fund is the Pakistan Rupee and the Pension Fund Manager, the Trustee or any Distributor are not obliged to transact the issuance or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Pension Fund Manager, after due approval from the Commission or the State Bank of Pakistan, as the case may be, and after fulfilling the foreign exchange regulations for receipt or payment in any other currency or for any obligations arising there from.

7.14 **LIMITED LIABILITY**

A Participant is not liable to make any further payments after he has paid the Net Asset Value of his Units of Sub-Funds and no further liability can be imposed on Participants in respect of Units they hold.

7.15 **LOSSES**

In case any Sub-Fund sustains losses (other than losses due to willful or gross negligent act on part of the Pension Fund Manager or the Trustee), such losses shall be charged to the pertinent Sub-Fund and not to the entire Pension Fund or other Sub-Funds.

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7.16 CLAIMS

In the event of any claim(s) being raised against the Pension Fund, such claims if found to be tenable by the Pension Fund Manager or any court or lawful authority shall be settled out of such components of the Trust Property which relates to the pertinent Sub-Fund(s) to which such claim(s) may relate to.

8 DEALING, SUSPENSION, AND DEFERRAL OF DEALING

8.1 TEMPORARY CHANGE IN THE METHOD OF DEALING 'OR' SUSPENSION OF DEALING

Under the circumstances mentioned in the Offering Document, the Pension Fund Manager may request the Trustee to approve a temporary change in the method of dealing in Units of all or any of the Sub-Funds. Such approval shall not be unreasonably withheld. The Pension Fund Manager may, at any stage with the consent of the Trustee and the prior approval of the Commission, suspend the dealing of Units and for such periods it may so decide. Such suspension shall be immediately communicated to the Participant through publication in the newspaper in which the daily NAV of the Sub-Funds are published.

8.2 SUSPENSION OF FRESH ISSUE OF UNITS

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

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

8.3 REFUSAL TO ACCEPT THE CONTRIBUTIONS

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

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

8.4 SUSPENSION OF REDEMPTION OF UNITS / WITHDRAWAL OF FUNDS

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

- a. Extraordinary circumstances including war (declared or otherwise), natural disasters, a major breakdown in law and order, breakdown of the communication system, closure of one or more Stock Exchanges on which any of the Securities invested in by the Pension Fund are listed, closure of banking system or strikes or other events that render the Pension Fund Manager or the Distributors unable to function;

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- b. The existence of a state of affairs, which in the opinion of the Pension Fund Manager, constitutes an emergency as a result of which disposal of any Investment would not be reasonably practicable or might seriously prejudice the interests of the Pension Fund or of the Participants;
- c. Break down in the means of communication normally employed in determining the price of any Investment; or
- d. When remittance of money cannot be carried out in reasonable time and if the Pension Fund Manager is of the view that it would be detrimental to the remaining Participants to redeem Units at a price so determined in accordance with the Net Asset Value (NAV).
- e. execution of redemption of Units on any Business Day would result in more than ten percent (10%) of the issued Units of any Sub-Fund being redeemed; provided that any suspension or deferral of redemption of Units shall not affect any Approved Income Payment Plans.

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

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

8.5 **QUEUE SYSTEM**

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

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

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

8.5.4 If the carried over requests and the fresh requests received on the next Business Day still exceed ten (10) percent of the Units in issue, these shall once again be treated on first-come-first served basis and the process for generating liquidity and determining the NAV shall be repeated and such procedure shall continue till such time the outstanding withdrawal requests come down to a level below ten (10) percent of the Units of the pertinent Sub-Fund then in issue.

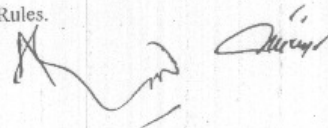
9 **NO MONEY SHOULD BE PAID TO ANY INTERMEDIARY**

No money (cash) should be paid by the Participant to any intermediary. All the Contributions and payments made by/to the Participants, as the case may be, shall be through a banking channel by using appropriate instruments. Furthermore, all payments shall be made to and received from the Fund's account only.

10 **DISTRIBUTION RESTRICTION POLICY**

Distribution of dividend shall not be allowed under the Rules.

11 **TAXATION**



All the provisions of the Income Tax Ordinance, 2001 and other applicable laws shall apply to the Fund, incomes of the fund and the Participants. The details of the existing tax treatment may be included in the Offering Document of the Pension Fund.

## 12 REPORTS AND ACCOUNTS

### 12.1 FUND ACCOUNTS

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

### 12.2 ANNUAL ACCOUNTING PERIOD

- 12.2.1 The Annual Accounting Period shall commence on 1st July and shall end on 30th June of the succeeding calendar year.
- 12.2.2 Accounting Date shall be the 30th day of June in each year and any interim dates at which the financial statements of the Fund are drawn up. Provided, however, that the Pension Fund Manager may, with the consent of the Trustee and after obtaining approval of the Commission and the Commissioner of Income Tax, change such date to any other date.
- 12.2.3 Accounting Period shall be the period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the full amount of Seed Capital is received and in any other case from the end of the preceding Accounting Period.

### 12.3 PERIODIC REPORTS TO BE SENT TO PARTICIPANTS

- 12.3.1 Annual report and quarterly reports will be prepared and sent to the Participants. For details please refer Obligations of Pension Fund Manager clause 7.2.2 (e) and (f).
- 12.3.2 The balance sheet and income and expenditure accounts mentioned above shall be prepared separately for each Sub-Fund and in addition thereto consolidated accounts shall be prepared for the entire Fund.

### 12.4 PERIODIC REPORTS TO BE SENT TO COMMISSION

Annual report and quarterly reports will be prepared and sent to the Commission. For details please refer Obligations of Pension Fund Manager clause 7.2.2 (e) and (f).

## 13 WARNINGS

IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONSULT YOUR, STOCK BROKER, BANK MANAGER, LEGAL ADVISOR, TAX ADVISOR OR OTHER FINANCIAL ADVISOR. THE PRICE OF THE UNITS OF THE SUB-FUNDS OF THE NAFA PENSION FUND AND THE INCOME FROM THEM MAY GO DOWN AS WELL AS UP. THE PARTICIPANTS ARE ADVISED TO READ THE OFFERING DOCUMENT CAREFULLY.

## 14 TRANSACTIONS WITH CONNECTED PERSONS

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

## 15 LEGAL STATUS OF THE UNITS

- 15.1 All Units, including the core Units, and fractions thereof represent an undivided share in the pertinent Sub-Funds of the Fund rank pari passu as to their rights in the Net Assets and earnings of such Sub-Fund and shall

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No. 332  
Sub-Registered  
Addar Tower, Karachi

- 17.5 Where a change or amendment in the Rules or the Income Tax Ordinance, 2001, or any other applicable law or regulation, renders any of the clauses contained in this Deed ineffective or in need of amendment, such clause will automatically stand replaced by the new change or amendment and no modification in this Deed or any Supplemental Deed shall be required. However, if the Pension Fund Manager is amending the Deed or any Supplementary Deed for any reason, the Pension Fund Manager may also amend such clauses that have been automatically overwritten and amended due to a change / amendment in the Rules and / or the Income Tax Ordinance, 2001.
- 17.6 If at any time, any clause of this Deed is and / or becomes in whole or in part illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining clauses of this Deed hereof, nor the legality, validity or enforceability of such clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

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

In the event of any disputes arising out of this Trust Deed between the Pension Fund Manager on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed, the Offering Document and/or the Supplementary Offering Documents, relating to the Fund, the same shall be referred first to the Commission and thereafter, if the dispute still continues, for arbitration by two arbitrators, one to be appointed by the Pension Fund Manager and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned Law Firms, or senior bankers, or senior members of any Stock Exchange (who may even be the heads of corporate members of any Stock Exchange). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

## 19 DISPUTES BETWEEN THE PARTICIPANTS AND THE PENSION FUND MANAGER

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

## 20 GENERAL

- 20.1 Any notice required to be served upon a Participant shall be deemed to have been duly given if sent by post or courier service to or left at his address as appearing in the Register. Any notice so served by post shall be deemed to have been served on the day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that such letter was properly addressed, stamped and posted.
- 20.2 Any notice or document sent by post or courier service to or left at the registered address of a Participant shall notwithstanding that such Participant be then dead or bankrupt and whether or not the Trustee or the Pension Fund Manager have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units registered in favour of that Participant.
- 20.3 A copy of this Deed and of any such Supplementary Trust Deed shall be made available for inspection at the respective Head Offices of the Trustee and of the Pension Fund Manager at all times during all Business Hours and shall be supplied by the Pension Fund Manager to any person on application at a charge mentioned in the Offering Document to be determined from time to time by the Pension Fund Manager, with the prior approval of the Commission.
- 20.4 In case a general notice is required to be served upon all the Participants, the Trustee or the Pension Fund Manager shall advertise any such notice in any leading daily newspapers in Pakistan having primary circulation in Karachi, Lahore and Islamabad. The cost of issuing and publishing a general notice shall be charged to the Trust.
- 20.5 Service of a notice or document on any employer shall be deemed effective service on all the Participants registered through that employer unless the Participant has given notice to the Pension Fund Manager that he is no longer in the employ of that employer.

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21 CONFIDENTIALITY

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

22 DEFINITIONS

Unless the context requires otherwise the following words or expressions used in this Deed, shall have the following meanings respectively assigned to them viz.:

- 22.1.1 "Accounting Period" means a period ending on and including an Accounting Date and commencing (in case of the first such period) from the date of receipt of entire of Seed Capital and (in any other case) from the end of the last Accounting Period, as the case may be.
- 22.1.2 "Account Statement" means statement of transactions in Units of each Sub-fund in the Individual Pension Account of the Participant, containing such information as may be prescribed by the Commission from time to time;
- 22.1.3 "Allocation Schemes" means mean the allocation schemes offered by the Pension Fund Manager in light of the Prescribed Allocation Policy issued by the Commission from time to time.
- 22.1.4 "Annuity" means a series of payments of set frequency.
- 22.1.5 "Anniversary Date" means the Business Day following the completion of one full year from the opening of the Individual Pension Account with the Pension Fund Manager and thereafter the Business Day following completion of subsequent one full year.
- 22.1.6 "Approved Annuity Plan" means an Annuity Plan approved by the Commission under Section 2(3A) of the Income Tax Ordinance, 2001.
- 22.1.7 "Approved Income Payment Plan" means an income payment plan approved by the Commission under Section 2(3B) of the Income Tax Ordinance, 2001.
- 22.1.8 "Applicable Law" means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any form or decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any Authority, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable;
- 22.1.9 "Asset Management Company" means a company which has been licensed by the Commission under rule 5 of the Non-Banking Finance Companies Rules, 2003, to offer investment schemes under trust deeds and to issue redeemable securities.
- 22.1.10 "Auditors" means a person qualified under the provisions of section 254 of the Ordinance to act as an auditor of a company appointed by the Pension Fund Manager, with the consent of Trustee, as the auditor for the Pension Fund, who shall be independent of the auditor of the Pension Fund Manager and the auditor of the Trustee, as provided under the Rules. However, the Trustee and the Pension Fund Manager shall ensure that the auditors are selected from the list of auditors as prescribed by the Commission from time to time for this purpose.
- 22.1.11 "Authorized Branch or Branches" means those branches of the Distributors authorized by the Pension Fund Manager to perform Distribution Functions whose addresses shall be given in the Offering Document.
- 22.1.12 "Authorized Investments" means investments, whether listed or otherwise, transacted, issued or traded inside or outside Pakistan and as permissible under the Rules or under the Investment Policy prescribed by the Commission;
- 22.1.13 "Bank" means any Scheduled Bank, as defined under the State Bank of Pakistan Act, 1956 and licensed to carry on banking business and shall include a bank incorporated outside Pakistan and carrying on banking business in Pakistan as a Scheduled Bank.
- 22.1.14 "Bank Accounts" means those account(s) opened and maintained for the Trust by the Trustee at Banks, the beneficial ownerships in which shall vest in the Participants.

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- 22.1.15 "Business Day" means a day (such Business Hours thereof) when Banks and Stock Exchanges are open for business in Pakistan and for which Pension Fund Manager is open for business.
- 22.1.16 "Business Hours" means period in a Business Day as determined by Pension Fund Manager from time to time.
- 22.1.17 "Commission" means Securities and Exchange Commission of Pakistan established under the Securities and Exchange Commission of Pakistan Act, 1997(XLII of 1997).
- 22.1.18 "Connected Person" shall have the same meaning as assigned in the Rules.
- 22.1.19 "Constitutive Document" means the principal document governing the formation of the Pension Fund, and includes this Trust Deed of the Pension Fund and all material agreements.
- 22.1.20 "Contribution" means an amount as may be voluntarily determined by an individual payable at any frequency to one or more Pension Fund Managers and held in one or more Individual Pension Accounts of a Participant, subject to any specified minimum limit prescribed by the Pension Fund Manager.
- 22.1.21 "Core Units" means units issued to the Seed Capital Investors.
- 22.1.22 "Custodian" means a Bank, the Central Depository Company, or any other Depository for the time being appointed by the Trustee to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; the Trustee may also itself provide custodial services for the Fund.
- 22.1.23 "Deed" or "Trust Deed" means this Trust Deed which is the principal document governing the formation, management or operation of the Fund.
- 22.1.24 "Dealing Day" means every Business Day on which dealing in the Pension Fund is conducted as disclosed in the Offering Document, provided that the Pension Fund Manager may with the prior written consent of the Trustee and upon giving not less than seven days notice in the newspapers declare any particular Business Day not to be a Dealing Day;
- 22.1.25 "Default Allocation Scheme" means the default asset allocation scheme as determined by the Pension Fund Manager in light of the Prescribed Allocation Policy, allocating the Contributions received from the Participants between the Sub-Funds, as deemed fit, for those Participants who have not selected any Allocation Scheme.
- 22.1.26 "Distributor(s)" means Company (ies), Firm(s), Sole Proprietorship Concerns, Individuals or Bank(s) appointed by the Pension Fund Manager under intimation to the Trustee for performing any or all of the Distribution Functions and shall include the Pension Fund Manager itself, if it performs the Distribution Functions.
- 22.1.27 "Distribution Functions" means the functions with regard to:
  - a. Receiving applications for contributing to the Pension Fund;
  - b. Interfacing with and providing services to the Participants including receiving Withdrawal, Transfer applications, conversion notices and applications for change of address for immediate transmission to the Pension Fund Manager or the Registrar as appropriate;
  - c. Acknowledging receipt by delivering customer copy in respect of (a) and (b) above; and
  - d. Accounting to the Pension Fund Manager for (i) monies received from the applicants when the Contributions; (ii) payments made to the Participants on withdrawal from Individual Pension Account; and (iii) expenses incurred in relation to the Distribution Functions.
- 22.1.28 "Eligible Person" means any person who qualifies the eligibility criteria under the Rules in respect of persons who can make contributions to pension funds authorised under the Rules;
- 22.1.29 "Financial Institution" means a Bank, development finance institution, Non Banking Finance Company or Modaraba.
- 22.1.30 "Form" means a Form prescribed under the Rules to collect information from the Participants.
- 22.1.31 "Formation Cost" means all preliminary and floatation expenses of the Fund including expenses in connection with authorization of the Fund and its application fee payable to the Commission, execution and registration of the Constitutive Document, issue, legal costs, and all expenses incurred during the period leading up to the authorization to a maximum limit of PKR 750,000/- or 0.5% of the total Seed Capital, which ever is less.
- 22.1.32 "Front-end Fee" means the sales charge or commission, not exceeding three percent (3%) of the amount of Contributions from Participants.
- 22.1.33 "Fund" means NAFA Pension Fund or, "Trust" or "Unit Trust" constituted by this Deed.

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- 22.1.34 "Fund Property" means the aggregate proceeds of the sale of all Units at NAV after deducting there from Front-end Fee, and any expenses chargeable to the Fund; and includes the Investment and all income, profits, shares, securities, deposits, right and bonus shares, cash, bank balances, dividends, fees, commissions, receivables, claims, contracts, licenses, privileges and other benefits arising there from and all cash and other movable and other assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holders pursuant to the Trust Deed and shall include the income.
- 22.1.35 "Guidelines" means various guidelines, including instructions and handouts issued by the Commission to be followed or implemented by the Pension Fund Manager, the Trustee and other persons connected with the Fund in relation to various matters under the Rules.
- 22.1.36 "Income Payment Plan" means a plan to enter into an agreement with the Pension Fund Manager after retirement enabling withdrawal of the remaining amount, in monthly installments till the age of seventy-five years or earlier.
- 22.1.37 "Individual Pension Account" means an individual account of a Participant maintained by the Pension Fund Manager to record his investment and the Units of the Sub-Funds as issued there against, including appreciations thereof.
- 22.1.38 "Individual Pension Account Number" of a Participant means his Computerized National Identity Card (CNIC) number followed by a hyphen, a two digit suffix denoting the particular Pension Fund Manager and a serial number, if any.
- 22.1.39 "Investment" means any Authorized Investment forming part of the Fund Property.
- 22.1.40 "Lifecycle Allocation Scheme" means an Allocation Scheme approved by the Commission, where the percentage allocations to each Sub-Fund will automatically vary based on the age of the Participant;
- 22.1.41 "Life Insurance Company" means a company registered under the Insurance Ordinance, 2000 (XXXIX of 2000), to transact life insurance business, and includes the State Life Insurance Corporation of Pakistan.
- 22.1.42 "Net Assets" means the excess of assets over liabilities of the Fund, such excess being computed in the manner as specified under the Rules.
- 22.1.43 "Net Asset Value" means per Unit Value of the Sub-Funds arrived at by dividing the Net Assets by the number of Units outstanding. Net Assets being computed in the manner specified under the Rules or as may be specified by the Commission from time to time.
- 22.1.44 "Nomination Deed" is the deed issued by the Court specifying the nominees of the deceased Participant and their respective entitlement.
- 22.1.45 "Offering Document" means a document issued by the Pension Fund Manager with consent of the Trustee and after approval of the Commission and contains the contribution and investment policy and all other information in respect of the Fund, as required by the Rules/Guidelines and is circulated to invite offers by the public to invest in the Fund.
- 22.1.46 "Ordinance" means the Companies Ordinance 1984.
- 22.1.47 "Par Value" means the First Offer Price of a Unit.
- 22.1.48 "Participant" means any person on whose behalf Contributions are made into one or more pension funds and held in one or more identifiable Individual Pension Accounts managed by one or more Pension Fund Managers.
- 22.1.49 "Pension Fund" means a fund made up of Sub-Funds created from the Contributions paid by the Participants and would consist of all the assets for the time being held or deemed to be held by Sub-Funds and includes all income or investment returns thereon but excludes fees, charges and expenses related to the management of the investments of Sub-Funds.
- 22.1.50 "Prescribed Allocation Policy" means the allocation policy as prescribed by the Commission from time to time.
- 22.1.51 "Prescribed Application Form" means a Form approved by the Commission to open an Individual Pension Account and collect other information from the Participants.
- 22.1.52 "Prescribed Investment Policy" means Investment Policy prescribed by the Commission from time to time under the Rules.
- 22.1.53 "Records" include ledgers, day books, cash books and all other manuals or magnetic records used in the business of a Pension Fund Manager;
- 22.1.54 "Register" means the Register of the Participants kept pursuant to the Rules and this Trust Deed.

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- 22.1.55 "Registrar" means an organization that the Pension Fund Manager may appoint for performing the Registrar Functions and may include a department of the Pension Fund Manager.
- 22.1.56 "Registrar Functions" means the functions with regard to:
- a. Maintaining the Register;
  - b. Processing requests for Contribution, Withdrawal, Change of pension fund manager, reallocation of units between the Sub-Funds and Transmission of balance in the Individual Pension Account and requests for recording of lien or for recording of changes in data with regard to the Participant(s);
  - c. Issuing Account Statements to the Participants;
  - d. Dispatching income distribution advice and/or bank transfer intimations;
  - e. Other functions to be performed as per Registrar Agreement; and
  - f. Such other functions as may be required under the Guidelines on record keeping.
- 22.1.57 "Retirement Age" means any age between sixty and seventy years or such age as may be prescribed in the Rules from time to time, which the Participant selects for retirement, in accordance with the provisions of the Rules;
- 22.1.58 "Retirement Date" means the date on which the retirement of a Participant from the Pension Fund becomes effective;
- 22.1.59 "Regulations" means regulations made by the Commission under the Rules.
- 22.1.60 "Rules" mean the Voluntary Pension System Rules, 2005, as amended from time to time.
- 22.1.61 "Sales Agent" means an Individual, Firm, Corporate or other Entity appointed by the Pension Fund Manager, at its sole responsibility, to identify solicit and assist Participants in contributing in the Fund.
- 22.1.62 "Seed Capital" means the amount invested or arranged by the Pension Fund Manager as initial investment in each Sub-Fund of the Pension Fund. This investment will be kept for a minimum period of three years from the date of investment or as determined by the Commission.
- 22.1.63 "Seed Capital Investor" means the investor of Seed Capital.
- 22.1.64 "Sub-Fund" means a collective investment sub-scheme of a specified investment class and/or investment policy set up within the overall Pension Fund. The Trust Property shall be accounted for and segregated with respect to each Sub-Fund.
- 22.1.65 "Supplementary Offering Document" means a document issued by the Pension Fund Manager, with consent of the Trustee after approval of the Commission, describing the new features of the Pension Fund to invite offers by the public to invest in the Fund.
- 22.1.66 "Supplementary Trust Deed" means a deed registered between the Pension Fund Manager and the Trustee, with approval of the Commission, amending or adding to the Trust Deed. Such Supplementary Trust Deed shall be binding on each Participant, as if he is party to it and so to be bound by its provisions.
- 22.1.67 "Tax Year" shall have the same meaning as ascribed under the Income Tax Ordinance, 2001.
- 22.1.68 "Transaction Costs" means the costs incurred or estimated by the Pension Fund Manager to cover the costs (such as, but not restricted to, Brokerage, Taxes or Levies on transactions, etc.) related to the investing or disinvesting activity of the Fund's portfolio, necessitated by creation or cancellation of Units.
- 22.1.69 "Trust" means a trust established by a deed under the provisions of the Trusts Act, 1882.
- 22.1.70 "Trustee" means Central Depository Company of Pakistan Limited (CDC) or any other company appointed with approval of the Commission from time to time.
- 22.1.71 "Trust Property" means the aggregate proceeds credited in the Pension Fund including the Contribution(s) received and Seed Capital received from Seed Investors of each Sub-Fund(s) after deducting there from or providing there out any applicable Front-end Fee and any other expenses chargeable to the Pension Fund including the Sub-Fund; and includes the Investments and all income, profit and other benefits arising there from and all cash, bank balances and other assets movable or immovable and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Participant pursuant to this Deed.
- 22.1.72 "Trusts Act" means Trusts Act 1882 (II of 1882).
- 22.1.73 "Unit" means an undivided share in a Sub-Fund of the Pension Fund.
- 22.1.74 "Zakat" has the same meaning as in Zakat and Ushr Ordinance (XVIII of 1980), 1980.

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Words and expressions used but not defined herein shall have the meanings assigned to them in the Ordinance, the Securities and Exchange Ordinance, 1969, the Insurance Ordinance, 2000, the Rules and the Non-Banking Finance Companies Rules, 2003. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words "written" or "in writing" include printing, engraving lithography or other means of visible reproduction.

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No. 332  
Sub-Registrar  
Addar Town, Kanpur



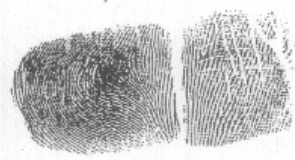
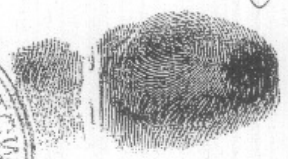
Mr./Mrs./Miss... Abdul Samad  
S/o./W/o./D/o... Abdul Rasheed  
Executing Party Occupation.....  
Muslim Adults, Age 22 Years  
R/O Huda P-2 Melmita Colony  
Street M. N. N. Nazim

Karachi admits execution of this deed.

CNIC No. 12101-1018807-1

M.F. Roll No: U 73110  
8110  
Photo-Registrar, Karachi  
Date 12-10-2012

Abdul Samad Abdul Rasheed



Mehmet

AUTOMATION OF REGISTRATION  
Board of Revenue Sindh, Karachi.  
DIGITAL SCANNING  
No. Sd II - 24  
Date 19-10-2012  
Signature

Mehmet



heg 2  
Mehmet Samad Aary  
A-U  
966716121KVC

States that he personally knows the above executant and identifies.

Date: 12 OCT 2012

Mehmet  
Sub-Registrar II  
Saddar Town, Karachi

Registered No: 332  
Book No: IV  
Date: 12-10-2012

Mehmet  
Sub-Registrar II  
Saddar Town, Karachi





Sub-Registration II  
Madar Town, Karachi

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ملی شناختی کارڈ  
42103-1818807-7

علی ارشد حکیم

05/09/1969

ملی شناختی کارڈ  
42103-1818807-7

31/08/2019

01/10/2009

حکومت پاکستان  
ملی شناختی کارڈ  
42501-9283203-1

علی ارشد حکیم

02/06/1969

ملی شناختی کارڈ  
K8P42K

42501-9253203-1

31/07/2019

05/08/2009

ملی شناختی کارڈ  
42501-9283203-1

علی ارشد حکیم

02/06/1969

ملی شناختی کارڈ  
42501-9283203-1

30/09/2019

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حکومت پاکستان  
ملی شناختی کارڈ  
42301-1022708-9

مصطفیٰ اعجاز

11/11/1972

ملی شناختی کارڈ  
L4173P

42301-1004708-9

30/06/2019



42101-1939152-9  
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Securities and Exchange Commission of Pakistan  
Specialized Companies Division  
NBFC Department

NBFC-III/08/NAFA/AMS/a5/2011


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R. No. 114  
Islamabad, January 13, 2011  
Sub-Registrar-II  
 Saddar Town, Karachi

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

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



1. **NBP Fullerton Asset Management Limited** and the collective investment schemes under its management shall comply with the Companies Ordinance, 1984, the Rules, Non-Banking Finance Companies and Notified Entities, Regulations, 2008, and any directives, circulars, codes, notifications, and guidelines issued by the Commission;
2. **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the Rules and Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced); and
3. The license is valid for a period of three years w.e.f. **December 13, 2010** and shall be renewable every three years as specified in the Rules.

  
(Muhammad Ali)  
Chairman

332  
No. 114  
Sub-Registrar-II  
Saddar Town, Karachi

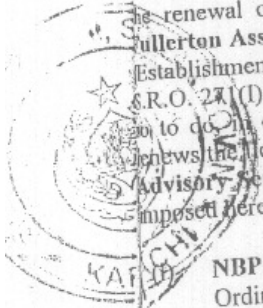


Securities and Exchange Commission of Pakistan  
Specialized Companies Division

b.SCD/NBFC-II/o /NAFA/IA/b5/2011

Islamabad, January 13, 2011

R. No. 114  
Sub-Registrar-II  
 Saddar Town, Karachi  
**LICENSE TO CARRY OUT  
INVESTMENT ADVISORY SERVICES  
AS NON-BANKING FINANCE COMPANY**



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

**NBP Fullerton Asset Management Limited** shall comply with the Companies Ordinance, 1984, the Rules, Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission to regulate the business of investment advisors;

- (ii) **NBP Fullerton Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- (iii) The license is valid for a period of three years w.e.f. April 07, 2010 and shall be renewable every three years as specified in the Rules.

(Muhammad Adil)  
Chairman  
No. 332  
Sub-Registrar-II  
Saddar Town, Karachi





Securities and Exchange Commission of Pakistan  
Specialized Companies Division

Registration No. 07 SEC PW NAFA

Islamabad, the 11 July, 2012

CERTIFICATE OF REGISTRATION AS  
PENSION FUND MANAGER

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

NBP Fullerton Asset Management Limited shall strictly comply with all the relevant provisions of the Companies Ordinance, 1984, the VPS Rules, the guidelines and directives issued from time to time under the VPS Rules and any other law applicable in this regard: and

- NBP Fullerton Asset Management Limited shall not make any offer to any person public to participate in any of its pension fund(s)/scheme(s) unless the Commission has authorized such pension fund(s)/scheme(s) under the VPS Rules.

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

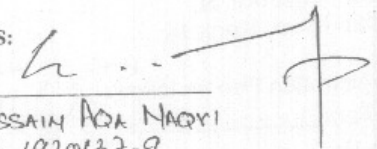
(Muhammad Ali)  
Chairman

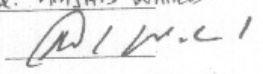
NO. 332  
Sub-11  
Addar 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

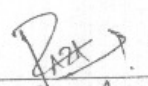
IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned herein above at Karachi

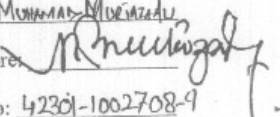
The Common Seal of NBP Fullerton Asset Management Limited was hereunto affixed in the presence of:

WITNESSES:

1.   
S. HUSSAIN RAZA NAQVI  
42101-1930137-9

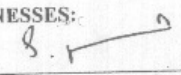
1. Name: Dr. AMJAD WAHED  
Signature:   
NIC No.: 37405-631394-9

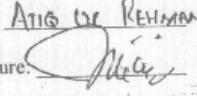
2.   
S.M. RAZA ABBAS  
42000-0871611-5

2. Name: MUHAMMAD MUWAZZALI  
Signature:   
NIC No.: 42301-1002708-9

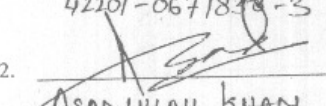
FOR CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

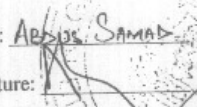
WITNESSES:

1.   
SALAHUDDIN AHMAD QURESHI  
42201-0671838-3

1. Name: ATIQ UZ REHMAN  
Signature:   
NIC No.: 42501-9253203-1



2.   
ASAD ULLAH KHAN  
42201-0350243-5

2. Name: ABDUS SAMAD  
Signature:   
NIC No.: 42101-1818807-7



101/1011

**TRUSTEESHIP TARIFF STRUCTURE  
VOLUNTARY PENSION SCHEME**

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



91

21

*[Handwritten signature]*

*[Handwritten signature]*

332  
L. S. ...  
Addar Town, ...





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

Amroli 'C'

No.9 (1) SEC/SCD/PW-NAFA-01/ 206

October 02, 2012

Chief Executive,  
NBP Fullerton Asset Management Limited,  
9<sup>th</sup> Floor, Adamjee House,  
I.I Chundrigar Road,  
Karachi.

No. 332  
Sub-Registration  
Dadar Town, Karachi

Subject: Approval of the appointment of "Central Depository Company of Pakistan Limited" to act as Trustee of the proposed NAFA Pension Fund and Remuneration of the Trustee.

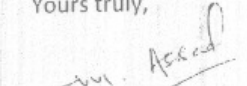
Dear Sir,

1. Please refer to your letter Ref: NAFA/OPS/2012/709 dated July 18, 2012 on the captioned subject.

I am directed to convey the approval of the Securities and Exchange Commission of Pakistan (the "Commission") to the appointment of Central Depository Company of Pakistan Limited (CDC) as the Trustee of the proposed NAFA Pension Fund under rule 29 of the Voluntary Pension System Rules, 2005.

3. Furthermore, the Commission has approved remuneration of the Trustee, as per schedule of charges attached herewith, in terms of rule 34 of the Voluntary Pension System Rules, 2005.

Yours truly,

  
(Muhammad Assad Saeed)  
Assistant Director

CC: Central Depository Company of Pakistan Limited  
Trustee of the proposed NAFA Pension Fund  
CDC House, 99-B, Block "B",  
S.M.C.H.S. Main Shahra-e-Faisal,  
Karachi, Pakistan.



Revised Trusteeship Tariff Structure  
for  
Voluntary Pension Scheme

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



N. 332  
Suddar Town, Karachi

M. Aslam  
24/10/12



NBP Fullerton  
Asset Management Ltd.  
A Subsidiary of  
National Bank of Pakistan

**EMAIL OF APPROVAL ON TRUST DEEDS FROM SECURITIES &  
EXCHANGE COMMISSION OF PAKISTAN – PENSION WING**

**From:** Muhammad Assad Saeed [mailto:assad.saeed@secp.gov.pk]  
**Sent:** Tuesday, October 02, 2012 11:46 AM  
**To:** 'Hussain A. Naqvi'  
**Cc:** 'atiq\_rehman@cdcpak.com'; Muhammad Afzal  
**Subject:** Approval of CDC as trustee of proposed NAFA Pension Fund and NAFA Islamic Pension Fund  
**Importance:** High



Dear Mr. Naqvi,

Please find attached herewith approval of Central Depository Company of Pakistan Limited (CDC) as trustee of the proposed NAFA Pension Fund and NAFA Islamic Pension Fund.

Furthermore, the draft trust deeds of the proposed NAFA Pension Fund and NAFA Islamic Pension Fund submitted vide your letter ref: NAFA/OPS/2012/775 dated August 07, 2012 appear to be in order. You may proceed further and submit the registered trust deeds along with application for authorization of the funds.

Best Regards,

Muhammad Assad Saeed | Assistant Director  
Specialized Companies Division | REITs, Pensions & Private Equity Wing  
PABX: 92 51 9201091-4 [ext : 392] | FAX: +92 [51] 9218590 Cell 0305 5558080

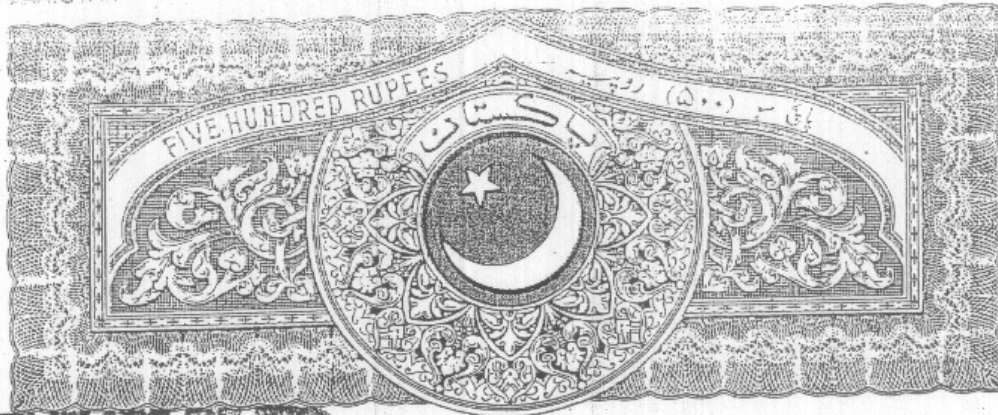
No. 332  
Sub-Registered in  
Karachi Town, Karachi

**NBP Fullerton Asset Management Limited**

9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi-74000, Pakistan.

UAN: (+92-21) 111-111-632 (na), Toll Free: 0800-20001 Fax No: (+92-21) 32467605, Email: info@nafafunds.com, www.nafafunds.com





28 SEP 2005

A. No. 921 Reg. No. 4, 52-4, Block 43  
Karachi, Karachi.

23963

*Handwritten signature*



No. 332  
Sub-Registrar-II  
Old Town, Karachi



GENERAL POWER OF ATTORNEY

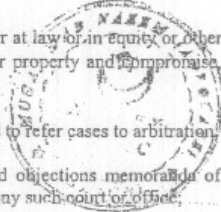
KNOW ALL MEN BY THESE PRESENTS that we, the authorized Directors of National Fullerton Asset Management Limited, a company incorporated in Pakistan under the Companies Ordinance, 1984 and having its registered office at Mohammadi House (c/o NDLC-IFIC Bank Bank Limited), I.I. Chundrigar Road, Karachi, Pakistan (the "Company"), pursuant to the Articles of Association of the Company and resolution dated September 13, 2005 passed by the Board of Directors of the Company, have appointed Dr. Amjad Waheed, Chief Executive of the Company, to be the true and lawful attorney (the "Attorney") of the Company, in the name of the Company and on its behalf to do the following acts, deeds and things:

1. to appear before any authority to represent the Company, to appear in public meetings or elections or official assemblages and vote for and elect any person or persons and take part in deliberations in the name and on behalf of the Company;
2. to use, sign and attest the name and style of the Company in any transactions, deed, document of title on all such occasions as may be necessary or expedient for conducting the business of the Company or for the due and proper management of the lands and buildings leased or purchased or to be leased or purchased by the Company;
3. to transact, manage and carry on the business of the Company and do all matters and things requisite and necessary or in any manner connected with or having reference to the administration, control and operation of the business and affairs of the Company;
4. to manage the business affairs, investments, securities and property of the Company;
5. to engage, employ, retain, dismiss, terminate or disperse with the services of personnel, agents, contractors, legal and technical advisers and other professionals and to insure against liability to such personnel or persons acting under any statute or otherwise;
6. to take all such measures as may be necessary for ensuring the safety of the personnel of the Company, contractors and third parties;
7. to insure the moveable and immovable assets of the Company;
8. to appear and act in all courts, civil, revenue or criminal, whether original or appellate jurisdiction.

Certified True Copy  
 Muhammad Murtaza Ali  
 CFO/Company Secretary  
 NBP FULLERTON ASSET MANAGEMENT LTD.

and in any other office of the Federal, Provincial and local Government, including without prejudice to the generality of the foregoing, any Union Council, District Council, Cantonment Board, Municipal Corporation or Notified Area and Co-operative Society, Development Authority, City District Government, Capital Development Authority, Islamabad, City Deputy Collector's Office, Securities and Exchange Commission of Pakistan, Controller of Capital Issues, State Bank of Pakistan, Collector of Customs, Excise & Taxation Offices and the Chief Controller of Imports and Exports in all matters concerning the business, affairs or property of the Company;

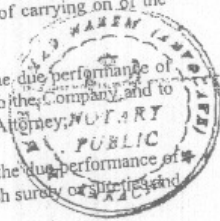
9. to present deeds and documents for registration, to execute and to admit execution thereof, to receive consideration and to do such further and other acts as may be necessary for the due and proper registration of any document for and on behalf of the Company;
10. to commence, institute, prosecute and defend any action or suit whether at law or in equity or other proceedings necessary to protect the Company's interests, business or property and to compromise, settle or enforce the same whether by arbitration or otherwise;
11. to compromise, compound or withdraw cases, to confess judgments and to refer cases to arbitration;
12. to sign and verify plaints, written statements, petitions of claims and objections memoranda of appeal and all kinds of applications and all other forms of pleadings in any such court or office;
13. to accept service of any summons, notice or writ issued by any court of jurisdiction to the Company or to us on behalf of the Company;
14. to apply to any court or officer for copies of records and documents or for certified copies of any decree, order or judgement and to obtain such copies;
15. to apply for inspection of and to inspect judicial records and the documents and records in any public office and to obtain copies of such documents and records;
16. to file and receive back documents, to deposit and withdraw money and to grant receipts therefor;
17. to obtain refund of stamp, refund of stamp duty or repayment of court fees;
18. to appoint and remunerate any barrister, solicitor, advocate, vakil, pleader, mukhtar, revenue agent or any legal practitioner or any accountants, valuers, surveyors and estate agents;
19. to make and sign applications to appropriate government departments, local authorities or other competent authority for all and any licenses, permissions and consents required by any order, statutory instrument, regulation, byelaw or otherwise in connection with the business, management and affairs of the Company;
20. to execute all bonds, deeds and documents and give such security as may be required now or at any future time by the Government of Pakistan or by any person, corporate body, company or firm to enable the Company to carry on its business;
21. to apply or subscribe for, buy, sell, negotiate, transfer, endorse, receive or deliver Government Promissory Notes, Government Securities and such other documents and things of a like nature as may be necessary or proper for carrying on the business of the Company and to do all or any acts and things which may be necessary or expedient in connection therewith;
22. to ask, demand, use, recover and receive all rents, interest, debts, moneys, effects, produce, profits, securities, goods, deeds, documents of title, chattels and things which are or may hereafter be due or deliverable to the Company or relate to any of the properties belonging to the Company or on any account whatsoever (expressly including any sum or sums of money which now is or are or may at any time hereafter be payable for or on account of principal, interest or dividend by the Government of Pakistan or by any person, corporate body, company or firm, to the Company as the holder of any securities, debentures and shares or on account of any such securities, debentures and shares being cancelled or paid off or on any other account whatsoever) and to sign and give effectual receipts, acquittances and discharges for the same or any part or portion thereof.



No. 332  
Sub-Registrar  
Karachi

11/11/11

23. to receive certificates of shares, stock, debentures, debentures stock and other securities of any company or other corporation to which the Company may now or hereafter be entitled and to receive money due in respect thereof whether by way of principal, interest, profit, dividend or otherwise and to sign and deliver receipts, acquittances and discharges for the moneys so received;
24. to attend, represent, vote or act for the Company at any meeting of members, shareholders, debenture holders, creditors or any class thereof of any company or other corporation in which the Company is interested and to appoint representative or proxies for attending, representing, voting or acting for the Company at all or any such meetings;
25. to make payment to any person, corporate body, company or firm for any service rendered to the Company and for such purposes of the Company as may be necessary for carrying on of the Company business and to sign and deliver receipts, charges, cheques and drafts on the bank and other accounts of the Company or on the customers of the Company and to endorse all bills and bills of exchange received by the Company which may be necessary or may be expedient in the judgement of the Attorney to be signed, endorsed or given for the purpose of carrying on of the Company's business;
26. to obtain securities from any person, corporate body, company or firm for the due performance of any contract in respect of rendering any service or supplying any material to the Company, and to accept the same on such terms as may be deemed proper or expedient by the Attorney, **NOTARY PUBLIC**
27. to arrange for and accept any surety or sureties guarantor or guarantors for the due performance of any contracts entered into by or on behalf of the Company and to release such surety or sureties and to discharge such guarantor or guarantors in due course;
28. to realize debts due to the Company and to receive any money due to the Company from any person, corporate body, company or firm and to grant receipts and discharges for the same;
29. to purchase, lease, hire or otherwise acquire computer hardware, software, machinery, equipment or fixtures of trade required for the purpose of the Company and its business and to execute such contracts and deeds as may be necessary in respect thereof;
30. to buy all such materials, articles or things as may be required by the Company and to enter into contracts with suppliers and to cancel, modify or vary the same; **332**
31. to acquire office premises for the Company on rent from any person, corporate body, company or firm and execute all agreements, lease deeds and all other related documents in respect thereof; **Sub-Registrar**
32. to make payments of all dues and submit plans of buildings relating to the Company's properties or lands on the Company's behalf before any competent authority and to obtain receipts therefor; **Town, Kanara**
33. to negotiate and to enter into and complete contracts with any person, corporate body, company or firm for the sale, lease or purchase of any lands and buildings and for the erection or construction of any buildings and structures and for the installations of any machinery, plant or fixtures on any lands and buildings so leased or purchased and to demolish, alter, repair, add to and improve any building or structure and to let, sub-let, surrender or give up any immovable property held by the Company;
34. to purchase, lease or otherwise acquire vehicles for the company and to sign and execute leases and all other related documents in respect thereof;
35. to prepare, adjust, settle or cause to be prepared adjusted or settled all matters of accounts whatsoever and examine the same and to settle, adjust, arrange, compromise or submit to arbitration any account, debts, disputes, claims, actions, or proceedings in which the Company may be involved;
36. to execute and sign all such deeds and documents as may be required or are proper for or in relation to all or any of the matters or purposes aforesaid;
37. to appoint substitute or substitutes and delegate to such substitute or substitutes all or any of the





powers and authorities hereby conferred on the said Attorney except that the substitute or substitutes shall not have the power of substitution conferred on the said Attorney and to revoke such appointment as the said Attorney may think fit such substitutes being officers of the Company and any such substituted Attorney or Attorneys shall have power to act on behalf the Company as if such substitute or substitutes had been originally appointed in this deed;

38. generally to do all other acts and things incidental to the exercise of the aforesaid powers;
39. we hereby agree to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done pursuant to the powers hereby given.

Notwithstanding anything contained in this power of attorney: (i) the Attorney shall not be authorized to take any action or execute any document in respect of a resolution required to be passed at a meeting of the Board of Directors of the Company, unless the Board specifically authorizes the Attorney in that regard; (ii) the Attorney shall exercise the powers granted hereunder lawfully and legally; and (iii) the Board of Directors of the Company may revoke or alter these powers as and when the Board may deem fit.

IN WITNESS WHEREOF, WE, the authorized Directors of National Fullerton Asset Management Limited, have executed this General Power of Attorney and the Common Seal is hereunto affixed on this 4<sup>th</sup> day of October 2005, at Karachi.

Masood Karim Shaikh  
(Director)



Khawaja Iqbal Hassan  
(Director)

No. 332  
Sub-Registration  
Address: ...

WITNESSES:

1. Muhammad Naeem - (Nadim Hassan - 61101-3885355)
2. \_\_\_\_\_

Certified True Copy  
*Muhammad Murtaza Ali*  
Muhammad Murtaza Ali  
CFO/Company Secretary  
NBP FULLERTON ASSET MANAGEMENT LTD.

Signed Before Me  
NOTARY  
**ATTESTED**  
Muhammad Naeem Advocates  
06 OCT 2005  
NOTARY PUBLIC  
KARACHI.



NBP Fullerton  
Asset Management Ltd.  
A Subsidiary of  
National Bank of Pakistan

No. 332  
Sub-Registration  
Karachi Town, Karachi

**Extracts of Minutes of the 35<sup>th</sup> Meeting of the  
Board of Directors of NBP Fullerton Asset Management Limited  
Held on February 17, 2012 at Karachi**

**Item 7: To approve the constitution and launch of an Open-end Pension Fund Schemes, namely; NAFA Pension Fund and NAFA Islamic Pension Fund.**

The Board approved the launch of NAFA Pension Fund & its sub-funds and NAFA Islamic Pension Fund & its sub-funds and passed the following resolutions.

**Resolved that** "the open-end schemes by the name of "NAFA Pension Fund & all its Sub-Funds" and "NAFA Islamic Pension Fund & all its Sub-Funds" be and are hereby approved to be constituted and operated in accordance with the provisions of the Non Banking Finance Companies (Establishment and Regulation) Rules, 2003, and Non Banking Finance Companies and Notified Entities Regulation, 2008 and the Trust Deed."

**Resolved that** "The Chief Executive be and is hereby authorized to appoint the Trustee, Bankers to the Issue, the Auditors, and to fulfill all legal & other formalities in connection with the constitution of "NAFA Pension Fund & all its Sub-Funds" and "NAFA Islamic Pension Fund & all its Sub-Funds", subject to approval of the Securities and Exchange Commission of Pakistan, wherever necessary in accordance with the provisions of Non Banking Finance Companies (Establishment and Regulation) Rules, 2003, and Non Banking Finance Companies and Notified Entities Regulation, 2008."

**Resolved that** "the Chief Executive Officer and the Company Secretary, be and are hereby jointly authorized to execute all necessary documents including Trust Deeds and Offering Documents, and get the Trust Deeds registered, and to appear before the sub registrars of Assurances or other officials and to fulfill and comply with all legal, corporate and procedural formalities in connection therewith."

**Resolved that** "the listing of "NAFA Pension Fund & all its Sub-Funds" and "NAFA Islamic Pension Fund & all its Sub-Funds" at the Karachi Stock Exchange and / or Lahore Stock Exchange be and is hereby approved."

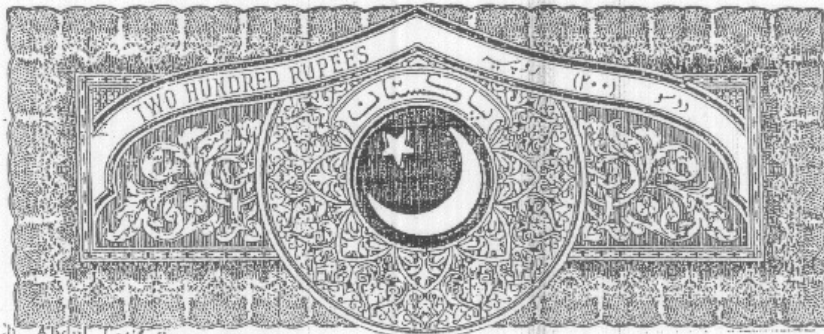
**Also Resolved that** "the Chief Executive or the Company Secretary be and are hereby authorized to complete all the formalities, including signing and execution of all documents, contracts and agreements required to be signed wherever so required for obtaining listing of "NAFA Pension Fund & all its Sub-Funds" and "NAFA Islamic Pension Fund & all its Sub-Funds" on the Karachi Stock Exchange and /or Lahore Stock Exchange."

Certified True Copy  
  
Muhammad Murtaza Ali  
CFO/Company Secretary  
NBP FULLERTON ASSET MANAGEMENT LTD

NBP Fullerton Asset Management Limited

9th Floor, Adamjee House, I.I. Chundrigar Road, Karachi-74000, Pakistan.

UAN: (+92-21) 111-111-632 (info), Toll Free: 0800-20001 Fax No: (+92-21) 32467605, Email: info@nafafunds.com, www.nafafunds.com



Mr. Abdul Latif Stamp Vendor  
 Lic. No. 214, O. Market, Plot No. 54/1, Block No. 6, P. E. C. H. S. Karachi-22.  
 DATE: 29 MAY 2007  
 AND TO WITH ADDRESS: [Signature]  
 THROUGH WITH ADDRESS: [Signature]  
 PURPOSE: [Signature]  
 VALUE AS: [Signature]  
 STAMP VENDOR'S SIGNATURE: [Signature]

SUB-POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS:

THAT Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984 and registered with the Securities & Exchange Commission of Pakistan, as a central depository company and having its Registered Office at CDC House, 99-B, Block 'B', S.M.C.H.S. Main Shahrah-e-Faisal Karachi, (hereinafter referred to as "the Company"), has appointed me, MOHAMMAD HANIF JAIKHURA son of Mr. Dawood Usman Jakhura, the Chief Executive Officer of the Company as its true and lawful agent and attorney to act for the Company in all matters relating to conduct and management of business and affairs of the Company in terms of the General Power of Attorney dated December 31, 2002, pursuant to the Resolution passed by the Board of Directors in the 86<sup>th</sup> Meeting held on December 23, 2002, which General Power of Attorney has been duly registered in the office of the Sub-Registrar "T" Division, I-B Karachi, under Registered No. 42, Karachi dated December 31, 2002 (hereinafter referred to as "the General Power of Attorney").

AND THAT under the said General Power of Attorney, I am authorized to delegate all or any of my powers and authorizations to Sub-Attorney(s) under Sub-Power(s) of Attorney.

AND THAT due to my pre-occupation with other affairs of the Company, it is necessary for me to appoint a Sub-Attorney for conducting the affairs of the Trustee and Custodial Services Department of the Company EITHER jointly with one other legally registered attorney or sub-attorney or an authorized officer of the



No. 332  
 Sub-Registrar, T  
 Idhar Town, Karachi

Certificate of Court Copy  
 [Signature]  
 [Signature]  
 Iqbal Hussain Gaffoor  
 C.D.C. Company Secretary  
 Central Depository Company of Pakistan

[Handwritten mark]



332  
Sub-Registrar

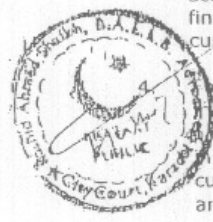
Company OR singly as stipulated hereafter and to issue a Sub-Power of Attorney in his favour.

NOW THEREFORE BY THESE PRESENTS, I Mohamimad Hanif Jakhura son of Mr. Dawood Usman Jakhura, holding NIC No. 42201-2279204-9, the Chief Executive Officer and a legally constituted Attorney of the Company, hereby constitute, ordain and appoint Mr. Atiqur Rehman son of Mr. Abul Kalam Azad, holding CNIC No. 42501-9253203-1, the Head of Trustee and Custodial Services Department of the Company, as Company's legally constituted Sub-Attorney (hereinafter referred to as "the Sub-Attorney") to do, effectuate and fulfill all or any of the following acts, things and deeds, EITHER jointly with one other legally constituted attorney or sub-attorney or an officer of the Company OR singly as specified: —



1. TO ACT JOINTLY WITH ANOTHER LEGALLY CONSTITUTED ATTORNEY OR SUB-ATTORNEY OR AN AUTHORIZED OFFICER OF THE COMPANY:

- 1. To execute trust deeds, supplemental trust deeds, deeds of change of trustees in respect of open-ended, closed-end and pension funds for which the Company is appointed as trustee (collectively "the Funds") and to get the same registered with the Sub-Registrar and to appear before the Sub-Registrars and execute and admit the execution thereof and to fulfill all legal and procedural formalities in connection therewith.
- 2. To appoint custodians and sub-custodians in respect of shares and securities of the Funds and to execute custodian agreements, sub-custodial agreements and other such related agreements by whatever name called.
- 3. To deliver and accept deliveries of shares and securities on account of the Funds, to and from stock brokers, banks, financial institutions, counter parties, custodians, sub-custodians, etc.



draw and sign cheques and other orders for the payment of money on any banks or bankers or any Government Treasury or any other Government establishment, department, offices, in the Company's capacity as trustee of the Funds and as custodians of securities of other parties, as may be necessary and to also operate bank accounts of the Funds.

- 5. To represent the Company in all matters as a trustee and/or custodian and to act for the Company in all respects in that capacity.

*Handwritten signature/initials*

Certified True Copy

*Handwritten signature*

**Javed Hussain Gaffoor**  
 Chief Company Secretary  
 Central Depository Company of Pakistan Limited

6. To institute, conduct, defend any suits or legal proceedings, whether criminal or civil, by or against the Company or its officers or otherwise in relation to its capacity as trustee of the Funds and concerning any affairs of any Fund or Funds, in any Court or Tribunal or before any Government official; to file appeals, review and revision and other applications and petitions; and in connection therewith, to retain and employ such attorneys, solicitors, advocates, notaries, counsel or other professional aid or assistance as to the Sub-Attorney shall seem fit; and, for that purpose, to sign on the Company's behalf all such authorities and documents as may from time to time be needed or expedient and to sign and verify any pleadings, documents, deeds or any applications and to affirm affidavits and for such purpose to appear before the courts, judges, magistrates or other officers wherever necessary.

II. TO ACT SINGLY:

1. To manage, superintend and deal with all the affairs of the Company's Trustee and Custodial Service Department and to represent the Company to the investment advisers, asset management companies and pension fund managers, stock brokers, banks, financial institutions, investors, unit holders, certificate holders, distribution companies, investment facilitators, issuers, stock exchanges and other concerned persons and entities having dealings with the Company in its capacity as trustee of the Funds.

2. To attend and vote and represent the Funds at meetings of the shareholders of any company or corporation, and to act as proxy or appoint a proxy on the Company's behalf as trustee of the Funds and to sign and deliver proxy forms, authorizations and other mandates in favour of asset management companies, investment advisory companies, pension fund managers, etc. for whose Funds the Company is appointed as trustee.

To accept on the Company's behalf service of processes and any notices required to be served on the Company as trustee of the Funds and to acknowledge receipt thereof.

I HEREBY UNDERTAKE TO RATIFY AND CONFIRM that all the acts, things and deeds done by the Sub-Attorney, jointly with one other legally constituted attorney or sub-attorney or an authorized officer of the Company as mentioned in Clauses I.1 to I.6 above, or singly as mentioned in Clauses II.1 to II.3 above, by virtue of these presents shall be considered as acts, things and deeds done by the Company i.e. Central Depository Company of Pakistan Limited in its capacity as custodian and as trustee of the Funds.



No. 332  
Sub-Registered  
Add: Town Hall

Certified True Copy  
  
Javed Hussain Gaffoor  
C.D.C. Company Secretary  
Central Depository Company of Pakistan Limited

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OFFENDING COMMAND: ~

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