

**Risk Disclaimer: All Investments in mutual Fund are subject to market risks. The NAV of Units may go down or up based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in clause 2, Risk Factors mentioned in clause 2.4 , Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.**

## **CONSOLIDATED OFFERING DOCUMENT OF**

### **NAFA ISLAMIC ACTIVE ALLOCATION FUND - II**

#### **OPEN ENDED SHARI'AH COMPLIANT FUND OF FUNDS**

<b>Plan Name under NIAAF-II</b>	<b>Category of Plan</b>	<b>Risk Profile</b>	<b>Risk of Principal Erosion</b>
NAFA Islamic Active Allocation Plan VI	Shariah Compliant Fund of Funds	High	Principal at high risk
NAFA Islamic Active Allocation Plan VII	Shariah Compliant Fund of Funds	High	Principal at high risk
NAFA Islamic Active Allocation Plan VIII	Shariah Compliant Fund of Funds	High	Principal at high risk
NAFA Islamic Capital Preservation Plan I	Shariah Compliant Fund of Funds - CPPI	Medium	Principal at medium risk
NAFA Islamic Capital Preservation Plan II	Shariah Compliant Fund of Funds - CPPI	Medium	Principal at medium risk

#### **MANAGED BY**

#### **NBP Fund Management Limited**

Duly vetted by Shariah Adviser namely Mufti Ehsan Waquar Ahmad

Amended up to 11<sup>th</sup> Supplemental OD w.e.f 26-November-21

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**OFFERING DOCUMENT OF**  
**NAFA ISLAMIC ACTIVE ALLOCATION FUND - II**  
**NIAAF - II**  
**OPEN ENDED**  
**SHARI'AH COMPLIANT FUND OF FUNDS**

**MANAGED BY**

~~NBP Fullerton Asset~~NBP Fund Management Limited

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

**Date of Publication of Offering Document Dated April 27, 2017**

**Initial Offering Period from May 24, 2017 to May 26, 2017 (both days inclusive)**

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The **NAFA Islamic Active Allocation Fund - II-** (the NIAAF - II) has been established through a Trust Deed (the Deed) dated **March 24, 2017**, under the Trust Act, 1882 entered into and between ~~NBP Fullerton Asset~~NBP Fund Management Limited, the Management Company, and Central Depository Company of Pakistan Limited, the Trustee.

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**REGULATORY APPROVAL AND CONSENT**

**Approval of the Securities and Exchange Commission of Pakistan**

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units of **NAFA Islamic Active Allocation Fund - II -** has registered NIAAF – II as a notified entity under the Non-Banking Finance Companies and Notified Entities Regulations 2008 (“Regulations”) vide letter No.SCD/AMCW/NAFA/528/2014, dated April 13, 2017 SECP has approved this Offering Document, under the Regulations vide letter No. SCD/AMCW/NAFA/543/2017 dated April 24, 2017.

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

**Offering Document**

This Offering Document sets out the arrangements covering the basic structure of the **NAFA Islamic Active Allocation Fund - II -** (the “Fund”, the “Scheme”). It sets forth information about the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, the Shari’ah guidelines, circulars, directives etc as specified hereafter and Shari’ah Compliance regulatory provisions, that may be issued from time to time govern this Offering Document.

If prospective investor has any doubt about the contents of this Offering Document, he/she/it should consult one or more from amongst their investment advisers, legal advisers, Shariah Adviser/Scholar/Sharia'h Supervisory Board (SSB), bank managers, stockbrokers, or financial advisers **to seek independent professional advice.**

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

**All Investments of the Fund/ Allocation Plan shall be in adherence to the Shari'ah. It is possible that adherence to the Principles of Shari'ah will cause the Fund/ Allocation Plan to perform differently from Funds/ Allocation Plan with similar objectives, but that are not subject to the requirements of Islamic Shari'ah.**

#### **Filing of the Offering Document**

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

- (1) License No.AMCW/21/NAFA/AMS/10/2016 dated December 30, 2016 and **AMCW/02/NAFA/IA/02/2016** dated April 04, 2016 granted by SECP to **NBP Fullerton AssetNBP Fund Management Limited** to carry out Asset Management Services and Investment Advisor;
- (2) SECP's Letter No. **SCD/AMCW/NAFA/477/2017** dated March 20, 2017 approving the appointment of **Central Depository Company of Pakistan Limited** as the Trustee of the Fund;
- (3) Trust Deed (the Deed) of the Fund;
- (4) SECP's Letter No. SCD/AMCW/NAFA/528/2014, dated April 13, 2017 registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- (5) Letter No. KA-MU-1926 dated March 31, 2017 from **KPMG Taseer Hadi & Co.**, Auditors of the Fund , consenting to the issue of statements and reports;
- (6) Letter No. SJ-NAFA dated May 11 , 2017 from **M/s Jooma Law Associates**, Legal Advisers of the Fund, consenting to act as adviser;
- (7) Letters dated March 14, 2017 from **Mufti Ehsan Waquar**, Shari'ah Advisor of the Fund, consenting to act as Shari'ah Advisor of the NAFA Islamic Active Allocation Fund - II and consenting on the contents of the offering document;
- (8) SECP's letter No SCD/AMCW/NAFA/543/2017 dated April 24, 2017 approving this Offering Document.

## 1. CONSTITUTION OF THE SCHEME

### 1.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Karachi on March 24, 2017 between:

~~NBP Fullerton Asset~~ **NBP Fund Management Limited**, a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its principal place of business at **7<sup>th</sup> Floor Clifton Diamond Building, Block No.4, Scheme No. 5, Clifton Karachi, Pakistan**, as the Management Company; and

**Central Depository Company of Pakistan Limited – Trustee** incorporated in Pakistan under the Companies Ordinance, 1984, and registered by SECP to act as a Trustee of the Collective Investment Scheme, having its registered office at **CDC House 99-B, Block B, S.M.C.H.S Main Shahrah-e-Faisal, Karachi, Pakistan**, as the Trustee.

### 1.2 Trust Deed (the “Deed”)

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities Act 2015, Companies Ordinance 1984 and all other applicable laws and regulations including Shari’ah Advisor’s and SSB directives and guidelines. The terms and conditions in the Deed and any supplemental deed(s) shall be binding on each Unit Holder. In the event of any conflict between the Offering Document and the Deed the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed in so far the same do not conflict with the Shari’ah.

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

### 1.3 Modification of Trust Deed

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

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

### 1.4 Trust property

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

payable to the Unit Holders as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property of the pertinent Allocation Plan.

The Trustee shall hold the Trust Property under each Allocation Plan, as well as Trust Property of the Scheme on deposit in a separate account with an Islamic Bank, and Islamic Banking windows of conventional bank, of minimum rating of A- (A minus), as advised by the Management Company or allowed for the Fund of Funds category from time to time.

## **1.5 Offering Document**

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

## **1.6 Modification of Offering Document**

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

## **1.7 Responsibility of the Management Company for information given in this Document**

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

## **1.8 Structure of Scheme**

- 1.8.1. NAFA Islamic Active Allocation Fund – II has been constituted in the form of a Trust Scheme that shall invest in other Collective Investment Schemes as specified in the Investment Policy contained herein and SECP Circular 7 of 2009, as may be amended or substituted from time to time.
- 1.8.2. The duration of the Fund is perpetual; however, Allocation Plans launched may have a set timeframe.
- 1.8.3. The Fund shall initially offer **NAFA Islamic Active Allocation Plan –VI (NIAAP-VI)** and thereafter up to a total of five (5) Allocation Plans inclusive of (NIAAP-VI) investing in Shari'ah-Compliant CIS or Cash in bank accounts for liquidity purpose, as allowed by the Commission.
- 1.8.4. Each Allocation Plan under the Fund will announce separate NAVs which will rank pari passu inter se according to the number of Units of the respective Allocation Plans.
- 1.8.5. The Management Company may with the prior consent of the Trustee and approval of the Commission and Shari'ah Advisor introduce Allocation Plans in addition to mentioned in 1.5.3 above through Supplementary Offering Document(s).

- 1.8.6. Investors of the Fund may hold different types of Allocation Plans and may invest in any one or more of the available Allocation Plans.
- 1.8.7. Each Investor shall only be liable to pay the Offer Price of the Unit under the Allocation Plan(s) subscribed by him and no further liability shall be imposed on him in respect of Unit(s) held by him except a Contingent Load which may be applicable on redemption on certain classes of Units of Allocation Plan(s) as described in “Annexure B”.
- 1.8.8. The minimum size of the Scheme shall be of such amount as specified in the Regulations.

## 1.9 Additional Allocation Plans or changes in existing Allocation Plans

1. **Additional Allocation Plans** – The Management Company may provide additional Allocation Plans with prior consent of the Trustee and approval of the Commission and Shari’ah Supervisory Board, and may announce the same by a Supplementary Offering Document(s).
2. **Changes to existing Allocation Plans:** The Management Company may make changes to the indicative allocation percentages of the Allocation Plans, with prior consent of the Trustee and approval of the Commission and Shari’ah Supervisory Board, and will announce the same by a Supplementary Offering Document(s), giving prior notice to the Unit Holders as specified in the regulation.

## 1.10 Approved “Collective Investment Schemes”:

Following table provides the list of Collective Investment Schemes in which the Allocation Plans will invest, as per their objectives:

Categories of Collective Investment Schemes	
Islamic Income	Islamic Equity
<del>NAFA Active Allocation Riba Free Savings Fund</del> <u>Any Shari’ah Compliant Income Fund managed by the Management Company<sup>11</sup></u>	NAFA Islamic Active Allocation Equity Fund

## 1.11 Initial Offer and Initial Period

Initial Offer is made during the Initial Period which will be 3/1<sup>1</sup>/2<sup>2</sup> Business Days for NAFA Islamic Active Allocation Plan –VI/VII<sup>1</sup>/VIII<sup>2</sup> and begins at the start of the banking hours on **May 24, 2017/29 June 2017<sup>1</sup>/2 November 2017<sup>2</sup>** and shall end at the close of the banking hours on **May 26, 2017/29 June 2017<sup>1</sup>/3 November 2017<sup>2</sup>**. During the Initial Period, the Units shall be offered at Initial Price. A front end load may also be charged during the initial period. No Units shall be redeemable during the Initial Period of Offer.

Subscription Period: NICPP – I will be open for subscription from January 22, 2018 to February 28, 2018, both days inclusive. Subscription for the plan is for limited time period only. Units shall be issued to investors at the Initial Price, during subscription period. The units shall be subject to Front-end and a Contingent Load, except Bonus Units and units issued against Re-investment of cash Dividend, where no load will be charged.



### 1.12 Transaction in Units after Initial Offering Period

- ~~a) Subsequent to the Public Offering, the offer of Units of the Allocation Plans shall discontinue. Subsequently the management company with the approval of the commission may issue Units of the Allocation Plans at their Offer price and redeem those units at the Redemption Price, which shall be calculated on the basis of Net Asset Value (NAV) of each Allocation Plan. The Units will be available for purchase and redemption on each Dealing Day. NAV will be published on the Management Company's and MUFAP's website~~

Subsequent to the Initial Period, the subscription of Units of NIAAP-VII may remain open for fifteen days from the date of closure of Initial Period with prior intimation to Trustee and SECP. After fifteen days the offer of Units of NIAAP – VII shall discontinue, the management company with the approval of the Commission may issue Units of the Allocation Plan at the Offer price and redeem those units at the Redemption Price, which shall be calculated on the basis of Net Asset Value (NAV) of the Allocation Plan. The Units will be available for purchase and redemption on each Dealing Day. NAV will be published on the Management Company's and MUFAP's website.

- ~~b)a)~~ The Management Company may at some future time register the Units of Allocation Plans with a Depository organization, such as the Central Depository Company of Pakistan Limited. Any transactions for de-materialized Units registered with Depository will take place according to the rules and regulations of the depository organization and the constitutive documents of the Fund.
- ~~e)b)~~ The Issue and Redemption of Units of one or more than one Allocation Plans may be suspended or deferred by the Management Company under certain circumstances as detailed in Clause 4.10.

### 1.13 Capital Preservation<sup>3</sup>

- a) Capital Preservation is envisaged to be provided through the use of CPPI methodology and the Investment structure of the Plan as detailed in Clause 2.1.1.1 and not through an undertaking by the Management Company or Trustee.
- b) "Capital Preservation", "Principal Preservation" means that the investment strategy of the Plan is such that the Net Realizable Value of investment should not fall below the Initial Investment Value, subject to the Offering Document, and if the Units are held till twenty four months and beyond. The Management Company envisages the provision of Capital Preservation through the use of the Constant Proportion Portfolio Insurance (CPPI) Methodology.
- c) "Bond Event" means a trigger point, whereby Plan's Net Assets is about to hit or actually hits the Bond Floor, which if reached will cause the Plan's Net Assets to be invested hundred percent (100%) in the Principal Preservation Segment till the remaining Life of the Plan. From thereon, there shall be no further exposure in the Investment Segment of the Plan
- d) Capital Preservation shall not be valid if Units of the Plan are redeemed before

the completion of twenty four months and a Contingent Load may be charged on certain classes of units, as per details in Annexure B of this Offering Document.

- e) Any redemption of units during the Life of the Plan on a specified date would be based on the NAV of the Plan on the day it is received within the cut-off time, as specified in Annexure B and may be charged a Contingent Load and the Capital Preservation does not apply if such redemption is made before completion of twenty four months
- f) Capital Preservation is only valid in terms of the current tax and legal environment of Pakistan and is subject to force majeure factors as specified in Clause 2.5 “Force Majeure” of the Offering Document.
- g) Capital Preservation is also not valid in case Plan is terminated before the twenty four months as defined in Clause 2.4, of the Offering Document.
- h) The Plan shall be closed for new subscriptions after the close of the Initial Offering Period subject to Annexure B of this Offering Document.
- i) The Plan may be re-opened from time to time as and when determined by the Management Company with prior approval of the Commission and Shari’ah Advisor / SSB under intimation to Trustee and after providing notice to the investors in order to protect the interests of the Unit Holders of the Plan.
- j) Investments of the proceeds from subsequent investments will be treated in the same manner as specified in Clause 1.13 (a) above will be eligible for Capital Preservation.

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

### **2.1 Investment Objective**

The objective of the Fund is to provide investors an opportunity to earn attractive return from an actively managed portfolio of Shari’ah Compliant Equity Fund and Income Fund.

#### **2.1.1 NAFA Islamic Active Allocation Plan -VI**

##### **Investment Objective of NAFA Islamic Active Allocation Plan –~~VI~~<sup>VII<sup>1</sup></sup>/~~VIII~~<sup>2</sup>**

The objective of NIAAP-~~VI~~<sup>VII<sup>1</sup></sup>/~~VIII~~<sup>2</sup> is to provide investors an opportunity to earn attractive return from an actively managed portfolio of Shari’ah Compliant Equity Fund and Income Fund.

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##### **Investment Objective of NAFA Islamic Capital Preservation Plan –~~I~~<sup>3</sup>/~~II~~<sup>4</sup>**

The “NAFA Islamic Capital Preservation Plan-~~I~~<sup>3</sup>/~~II~~<sup>4</sup> ” is a Capital Preservation Plan under “NAFA Islamic Active Allocation Fund- II with an objective to earn a potentially high return through dynamic asset allocation between Shariah Compliant Dedicated Equity and Money Market based Collective Investment Schemes,while providing Capital Preservation of the Initial Investment Value including sales load at completion of twenty four months and beyond.

### 2.1.1.1 Investment Policy

**NAFA Islamic Active Allocation Plan - VI**, in line with its Investment Objectives, will invest in Authorized Investments.

#### Benchmark

The Benchmark of **NAFA Islamic Active Allocation Plan – VI/VII<sup>1</sup>/VIII<sup>2</sup>** shall be Daily Weighted Return of KMI-30 Index and 6 months deposit rate of three A - rated Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP, with respect to the proportion of actual investments in underlying [Equity and Income Fund and/or in cash and/or near cash instruments](#)

[The Benchmark of NAFA Islamic Capital Preservation Plan – I<sup>3</sup>/II<sup>4</sup> shall be Daily Weighted Return of KMI-30 Index and 3-months average deposit rate of three AA rated Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP, on the basis of actual investment by the Plan in equity and money market schemes.](#)

#### Authorized Investments

The Allocation Plan intends to dynamically switch between equity asset class and moderate risk income asset class via dedicated funds managed by ~~NAFA-NBP Funds<sup>11</sup>~~ and Bank Deposits with Islamic banks or Islamic windows of conventional banks. Presently, NAFA Islamic Active Allocation Equity Fund for equity asset class and ~~NAFA Active Allocation Riba Free Savings Fund for moderate risk income asset class. Shariah Compliant Income Funds managed by NBP Funds for moderate/medium risk asset class.<sup>11</sup>~~

The Management Company shall actively manage the allocations, from time to time, based on the Fund Manager's outlook on the authorized asset-classes, subject to the specified limits as per the allocation plan.

These factors could include near term view on the direction of stock market based on macro economic variables, domestic and regional political stability, law and order situation, investor confidence, and specific prospective investee companies financial indicators. These factors will be evaluated based on relative considerations like Policy Rate, yields on GOP Ijara Sukuks and other Government Securities, expected growth in earnings of companies, level of stock market and individual companies in the Shari'ah compliant universe approved by Shari'ah Advisor/SSB.

The asset allocation is aimed at providing optimum returns through participation in Shari'ah Compliant Equity CIS, and Shari'ah Compliant Income CIS and Bank Deposits for liquidity purpose.

Authorized Investments	Allocation (Min % - Max %)	Risk Profile
<del>NAFA-NBP Active Allocation Riba Free Savings Fund Shari'ah Compliant Income Funds managed by the Management Company<sup>11</sup></del>	0% - <del>100<sup>11</sup></del> 95 %	Moderate <del>to Medium<sup>11</sup></del>

NAFA-NBP Islamic Active Allocation Equity Fund	0% - <del>100</del> <sup>11</sup> 95%	High
Shari'ah compliant bank deposits (excluding TDRs) in Islamic Banks / Islamic Windows of banks (A- and above rated).	<del>0% to 100%</del> <sup>11</sup> 5% <del>10%</del>	Low

~~The requirement of minimum cash and cash equivalent shall be 5% of net assets on monthly average calculated on daily basis.~~<sup>11</sup>

There may be times when cash in Shariah compliant bank deposits exceed the above mentioned exposure limit to meet the liquidity needs to pay redemption proceeds.

- Investment Policy of each Allocation Plan under the Fund shall be in accordance with the Rules, Regulations and directives issued by SECP and the Shari'ah Advisor and as specified in the Offering Document.
- The Allocation Plans under this Scheme shall invest only in Authorized Investment as approved by the Commission and SSB. Details of the Allocation Plan(s) are disclosed in Offering Document.
- The Management Company will offer additional Allocation Plans with the prior consent of the Trustee and approval of the Commission and SSB from time to time and may announce the same by Supplementary Offering Documents without the need to alter Trust Deed.

#### Authorized Investments for NICPP-I<sup>3</sup>/II<sup>4</sup>

The plan will be dynamically allocated between the Shariah Compliant Dedicated equity component and Shariah Compliant money market component, subject to clause 1 at pre-defined intervals by using the Constant Proportion Portfolio Insurance (CPPI) methodology.

Categories of Collective Investment Schemes	
Shariah Compliant <b>Money Market</b>	Shariah Compliant Dedicated <b>Equity</b>
<del>NAFA Islamic Money Market Fund Shariah Compliant Money Market Schemes managed by the Management Company</del> <sup>11</sup>	NAFA Islamic Active Allocation Equity Fund

The plan may place cash in Shariah Compliant bank deposits and invest in TDR(s) in Islamic banks / Islamic windows of banks where bank rating is AA- or above as approved by the Shari'ah Advisor / SSB.

Investment Segment of Plan*	Maximum% allocation invested in each CIS Category		
	Shariah Compliant Dedicated Equity Scheme(s) Category	Shariah Compliant Money Market Scheme(s) Category	Shariah Compliant bank deposits/term deposits (Rated AA- & above)
NAFA Islamic Capital Preservation Plan – I <sup>3</sup> /II <sup>4</sup>	50%	100%	100%

Capital Preservation Segment of Plan**	Maximum % allocation invested in each CIS Category		
	Shariah Compliant Dedicated Equity Scheme(s)	Shariah Compliant Money Market Scheme(s) Category	Shariah Compliant bank deposits/term deposits

	Category		(Rated AA- & above)
NAFA Islamic Capital Preservation Plan – I/II	0%	100%	100%

**Note:**

- ~~1. \*Subject to maximum Multiplier of 4 (or as promulgated by SECP from time to time) will be used to determine exposure in risky assets in line with Circular No.18 of 2015 by Commission.~~

Cushion Value Percentage	Maximum Multiplier
<del>0%—2.5%</del>	<del>0</del>
<del>2.6%—5%</del>	<del>2</del>
<del>5.1% and greater</del>	<del>4</del>

\*Subject to maximum Multiplier of 5 (or as promulgated by SECP from time to time) will be used to determine exposure in risky assets in line with Circular No.8 of 2019 by Commission<sup>8</sup>.

- ~~2.1.~~ The Management Company will immediately rebalance the asset composition of the Plan in accordance with its approved methodology discussed in the Offering Document of the Plan, at least on 5% decline in Portfolio Value of the Plan from the previous rebalancing or on weekly basis, whichever falls earlier.

- ~~3.2.~~ The Management Company shall use the running yield of the underlying Shariah Compliant money market CIS to compute the Bond Floor daily on the following basis:

- a) for investment through money market mutual funds, the actual yield of the fund based on current portfolio.

The Management Company may use a more conservative yield to determine a Bond Floor that is higher than the one derived after using a yield as specified in the above clauses.

\*\* Plan's investment in the Capital Preservation Segment will only be triggered upon occurrence of the event(s) specified in Clause 1.13 (c)

- The Plan may also invest in other Shariah Compliant Dedicated Equity and Money Market Funds offered by the Management Company and/or other AMCs subject to prior approval of Shari'ah Advisor / SSB, based on the criteria specified in Clause 2.1.1.1
- The dynamic asset allocation is aimed at providing higher returns through participation in Shariah Compliant Dedicated Equity CIS while aiming to preserve *downside risk of principal* erosion through participation in Shariah Compliant Money Market CIS
- Allocation between the Shariah Compliant Equity Component and the Shariah Compliant Money Market Component will vary depending upon changes in the Plan Value
- Allocation to Shariah Compliant Equity Component will generally increase in the case where equity markets are rising, while allocation to the Shariah Compliant Money Market Component will generally increase if the equity markets decline
- The dynamic allocation mechanism will reallocate Plan's Net Assets, at Pre-Defined Intervals, in such a manner that if on a given business day the Proportion of Equity

- allocation of the Plan is X% (ranging between 0% to 50%) then the Proportion of Money Market allocation will be 100%-X%.
6. The Plan may place a certain percentage of the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan and inclusive of any Front-end Load) into its Shariah Compliant Money Market Fund in order to meet the Plan Expenses
  7. The Management Company, from time to time at its discretion may lock-in certain percentage of the profits (if any) from the Shariah Compliant Equity Component by realizing profits. The profits realized in this manner, shall be used by increasing the allocation to the Shariah Compliant Money Market Component.
  8. If on any Business Day, or in case of a non-Business Day, the next immediate Business day, the Plan Value falls to a level that it triggers the Bond Floor, the entire Net Assets of the Plan will be allocated to the Capital Preservation Segment, within (3) three Business Days following the date of Occurrence of the aforementioned event(s), so as to ensure Capital Preservation to those Unit Holders who have held their investments for twenty four months and beyond.
  9. The Capital Preservation Segment will be invested in Shariah Compliant Money Market based CIS, cash at bank, or a combination of the aforementioned asset classes that will potentially yield a return required to provide Capital Preservation to the Unit-Holders at completion of the duration of Plan
  10. Subsequent to occurrence of the event(s) specified in Note 3.8, there shall be no further allocation to the Investment Segment of the Plan (i.e. Equity) till the remaining Life of the Plan

#### 2.1.1.2 Basic Features of NAFA Islamic Active Allocation Plan –VI/VII<sup>1</sup>/VIII<sup>2</sup> (NIAAP-VI/VII/VIII)

- a) The Term/ Duration of the allocation plan is Perpetual. However, the Initial Maturity of NIAAP-VI shall be two (2) years from the close of the subscription period. Management Company may open the subscription of units after initial maturity with the prior approval of the Commission and Shari'ah Advisor / SSB.
- b) **Subscription Period:** NIAAP-VI will be open for subscription from **April 27, 2017 to May 26, 2017**, both days inclusive. Subscription for the allocation plan is for limited time period only. Units shall be issued to investors at the Initial Price, during subscription period. The units shall be subject to Front-end and a Contingent Load, except Bonus Units and units issued against Re-investment of cash Dividend, where no load will be charged.

#### Basic Features of NICPP-I<sup>3</sup>/II<sup>4</sup>

- a) The Term/ Duration of the plan is Perpetual. However, the Initial Maturity of NICPP-I/II shall be two (2) years from the close of the subscription period. Management Company may open the subscription of units after initial maturity with the prior approval of the Commission and Shari'ah Advisor / SSB.
- b) Subscription Period: NICPP – I/II will be open for subscription from January 22, 2018<sup>3</sup> to February 28, 2018<sup>3</sup>, both days inclusive. Subscription for the plan is for limited time period only. Units shall be issued to investors at the Initial Price, during subscription period. The units shall be subject to Front-end and a Contingent Load, except Bonus Units and units issued against Re-investment of cash Dividend, where no load will be charged
- c) Subscription Period: NICPP – II will be open for subscription from March 15, 2018<sup>4</sup> to April 20, 2018<sup>4</sup>, both days inclusive. Subscription for the plan is for limited time period only. Units shall be issued to investors at the Initial Price, during subscription period. The units shall be subject to Front-end and a Contingent Load, except Bonus Units and units issued against Re-investment of cash Dividend, where no load will be charged.

#### b) Risk Control in the Investment Process

In line with the Investment Objective of NIAAF-II and the Allocation Plans under the Fund, the Investment Committee shall seek to manage risk through proactive asset allocation driven by careful assessment of prevailing market risk (s), credit risk, and Macro-economic risk.

a) In line with the Investment Objective of NICPP-I, the Investment Committee shall seek to maximize returns and preserve the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan and inclusive of any Front-end Load) through careful assessment of prevailing market risk (s), credit risk, and macro-economic risk.

b) Furthermore the exposure to the Shariah Compliant Equity Component under the Authorized Investments shall be determined by a Multiplier.

c) The selected Multiplier shall be selected based on the Investment Committee view on the macro economic scenario, equity market performance, and prevailing market risks thereof. The Management Company may, at its discretion, change the Multiplier from time to time based on the prevailing market conditions based on the limits defined in Circular No. 18 of 2015.

d) Furthermore any placement in CIS (s) managed by other Asset Management Companies, the Management Company shall conduct a thorough due diligence which shall include but not be limited to: I. In depth analysis of the portfolio of each CIS, the upside potential & the mix of securities offer II. The cost basis for each CIS<sup>3</sup>

### **2.1.2 Management Company Can Alter Investment Mix**

The Management Company can from time to time alter the weightings, subject to the specified limits as per Clause 2.1.1 above, between the various types of investments if it is of the view that market conditions so warrant.

## **2.2 Changes in Investment Policy**

~~The investment policy will be governed by directives of the Shari'ah Advisor and the Regulations and/or SECP directives. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving 90 days prior notice to the Unit Holders as specified in the regulation.~~

The investment policy will be governed by directives of the Shar'iah Advisor / SSB and the Regulations and/or SECP directives. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and Shari'ah Advisor / SSB and giving 90 days prior notice to the Unit Holders as specified in the regulation.<sup>1/2</sup>

## **2.3 Investment Restrictions**

The Trust Property shall be subject to such exposure limits or other prohibitions as are provided in the Regulations, Trust Deed, this Offering Document of the Fund or Allocation Plans under the Fund, circulars and directives and shall also be subject to any exemptions that may be specifically given to the Fund by SECP and are explicitly mentioned under the heading Exceptions to Investment Restriction in this offering document or subsequently in writing.

(a) The Management Company on behalf of the Scheme / Allocation Plans under the Scheme shall not:

- i. Make Investments in Non-Shari'ah complained instruments and against the guidelines of Shari'ah Advisor of the Fund.
- ii. Purchase or sell -



- a. Bearer securities;
  - b. Securities on margin;
  - c. Real estate, commodities or commodity contracts;
  - d. Securities which result in assumption of unlimited liability (actual or contingent);
  - e. Anything other than Authorized Investments as defined herein;
  - iii. Participate in a joint account with others in any transaction;
  - iv. Affect a short sale in a security whether listed or unlisted;
  - v. Purchase any security in a forward contract
  - vi. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;
  - vii. Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company.
  - viii. invest in securities of the Management Company, for clarity this does not apply to CIS managed by the Management Company
  - ix. issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission and the Shari'ah Advisor
  - x. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission.
  - xi. Sell or issue Units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme.
  - xii. Merge with, acquire or take over any scheme, unless it has obtained the prior approval of the SECP in writing to the scheme of such merger, acquisition or take over.
  - xiii. Invest the subscription money until the closure of initial offering period.
  - xiv. Enter on behalf of the Scheme, into underwriting or sub-underwriting contracts.
  - xv. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company.
  - xvi. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.
  - xvii. accept deposits
  - xviii. make a loan or advance money to any person from the assets of the Scheme
  - xix. Will not invest in foreign securities.
  - xx. Rating of any bank with which Funds are placed shall not be lower than A-,
- (b) In case of redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company shall not make any fresh investment or rollover of any investment.
- (c) The Management Company on behalf of NAFA Islamic Active Allocation Fund - II or Allocation Plans under NIAAF- II shall maintain minimum cash and near cash instruments subject to applicable Regulations, Circulars or Directives issued by the Commission. The present limit for the fund is 5% of net assets.

### **Exemption to Investment Restrictions**

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

#### **2.3.1 Financing Arrangements**



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

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

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

### **2.3.2 Restriction of Transactions with Connected Persons**

- (i) The Management Company in relation to the Scheme / Allocation Plans under the Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.
- (ii) The Management Company on behalf of the Scheme/ Allocation Plans under the Scheme shall not without the approval of its Board of Directors in writing and consent of the Trustee, purchase or sell any security from or to any Connected Person or employee of the Management Company.
- (iii) Provided that above shall not be applicable on sale or redemptions of Units.
- (iv) For the purpose of sub-paragraphs (a) and (b) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- (v) All transactions carried out by or on behalf of the Scheme/ Allocation Plans under the Scheme with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.

## 2.4 Risk Disclosure

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

- (1) **Equity Risk** - Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.
- (2) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.
- (3) **Credit Risk** - Credit Risk comprises Default Risk and Credit Spread Risk. Each can have negative impact on the value of the income and money market instruments including Sukuks etc:
  - **Default Risk**- The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;
  - **Credit Spread Risk** - The risk that there may be an increase in the difference between the return/markup rate of any issuer's security and the return/markup rate of a risk free security. The difference between this return/mark up rates is called a "credit spread". Credit spreads are based on macroeconomic events in the domestic or global financial markets. An increase in credit spread will decrease the value of income and including money market instruments;
  - [Credit Downgrade Risk – The risk that credit rating of a security may be downgraded<sup>2</sup>](#)
- (4) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.
- (5) **Liquidity Risk** – Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.
- (6) **Settlement Risk** – At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments which may affect the Fund's performance etc.
- (7) **Reinvestment Rate Risk** –In a declining profit/ markup rate economic environment, there is a risk that maturing securities or coupon payments will be reinvested at lower rates, which shall reduce the return of the Fund compared to return earned in the preceding quarters.
- (8) **Events Risk** - There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.

- (9) **Redemption Risk** - There may be special circumstances in which the redemption of Units may be suspended or the redemption payment may not occur within six working days of receiving a request for redemption from the investor.
- (10) **Sovereign Risk** - There may be special circumstances where there is a probability that a country may not pay its financial obligations on time.
- (11) **Shari'ah non-compliance Risk** - The risk associated with employing funds in investments that are not consistent with the Rules of Shari'ah.
- (12) The performance of the Fund may be affected by changes in risk associated with trading volumes, liquidity and settlement systems in equity and debt markets

**CPPI Plan Specific Risks<sup>3</sup>**

I. **Mismatch Risk** – This risk pertains to the event where in case of a Bond Event there is no risk free CIS available for the Plan to invest in that offers the same yield as required for Capital Preservation at maturity.

II. **Gap Risk** – This risk pertains to the Gap event where the Portfolio Value falls below the Present Value (bond floor) of the capital preservation amount required at maturity

III. Performance of the Plan may be affected by changes in risk associated with trading volumes, liquidity and settlement systems in equity and debt/money markets.

IV. Unit-holders are not being offered any guaranteed returns

V. The CPPI Methodology shall be used for Preservation of the principal. In the event the methodology does not accurately evaluate and determine a suitable asset allocation pattern or the structure of portfolio, this may impact the ability of the Plan to provide Capital Preservation on the Maturity Date.

VI. The Plan, in its endeavor to seek Capital Preservation, may allocate the entire portfolio to underlying investments in the Capital Preservation Segment under the Authorized investments in clause 3 and Units of the Plan may remain invested in such underlying investments for the entire tenure of the Plan without any participation in the equity component of the Investment Segment.

VII. At times of high volatility in the equity markets or any other circumstances, it may not be possible to carry out the portfolio rebalancing. In such a case, the reallocation may take place on the next business day or on a business day as deemed appropriate by the Management Company. Such circumstances may affect the Plan's ability to seek Capital Preservation.

VIII. As the allocation of portfolio changes from equity to full money market component consequent to steep fall in equity markets, there may be no participation in subsequent upward movement in the equity component while the Plan remains invested entirely in the money market component

(13) **Early termination risk** - If the Plan for any reasons as determined by the Management Company, is terminated, the NAV of the Plan will be subject to fluctuations in the value of the Plan's assets. The Net Asset Value, in this case, may be lower or higher than the Initial Investment Value. The Management Company will refund investors their investment in the Plan based on the NAV per unit without any redemption fee but less bank and administrative charges (if any)

- 2.4.1 There may be times when a portion of the investment portfolio of the Scheme / **Allocation Plans under the Scheme** is not compliant either with the investment policy or the minimum investment criteria of the assigned 'category'. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment – specific issues. Investors are advised to study the latest Fund Manager Report specially

portfolio composition and Financial Statements of the Scheme **Allocation Plans under the Scheme** to determine what percentage of the assets of the Scheme, if any, is not in compliance with the minimum investment criteria of the assigned category. The latest monthly Fund Manager Report as per the format prescribed by Mutual Funds Association of Pakistan (MUFAP) and financial statements of the Scheme **Allocation Plans under the Scheme** are available on the website of the Management Company and can be obtained by calling / writing to the Management Company.

## 2.5 Disclaimer

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

1. The Units of NIAAP-VII<sup>1</sup> /NIAAP-VIII<sup>2</sup> are not bank deposits and are neither issued by, insured by, obligation of, nor otherwise supported by SECP, any Government Agency, Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Pre-IPO Investors or any other bank or financial institution. The portfolio of NIAAP-VII<sup>1</sup> is subject to market risks and risks inherent in all such investments.

2. Plan's target return/ dividend range cannot be guaranteed. Plan's Unit price is neither guaranteed nor administered / managed; it is based on the NAV that may go up or down depending upon the factors and forces affecting the capital markets and interest rates.

## 3. OPERATORS AND PRINCIPALS

### 3.1 Management Company

#### 3.1.1 Organization.

~~NBP Fullerton Asset Management Limited (NAFA) is a Non-Banking Finance Company licensed to undertake Asset Management Services as per the NBFC Rules and Regulations. NAFA is the subsidiary of National Bank of Pakistan and Alexandra Fund Management Pte. Ltd., (a member of Fullerton Fund Management Group, Singapore, which in turn is a wholly owned subsidiary of Temasek Holdings, Singapore) is its foreign sponsor. NAFA's main area of business is Investment Management; more specifically floating and managing mutual funds. NAFA's vision is to establish itself as a premier Asset Management Company that capitalizes on the technical and institutional strength of its promoters to consistently offer creative and pioneering domestic and international products to meet varying needs of investors. Its mission is to rank in the top performing quartile of Asset Management Companies and to consistently offer superior risk adjusted returns to investors~~

NBP Fund Management Limited (NBP Funds) is a Non-Banking Finance Company with a license to perform Asset Management and Investment Advisory Services as per the NBFC Rules, 2003, and Pension Fund Management as per Voluntary Pension System Rules, 2005. The main sponsors of NBP Funds are National Bank of Pakistan and Baltoro Growth Fund

NBP Fund's main area of business is Investment Management; more specifically floating and managing mutual funds and pension funds, providing investment advisory, discretionary and non-discretionary portfolio management services. The company has been awarded the highest achievable investment management rating of AM1 (Very High Quality,) by PACRA. This rating is based on the company's professional management

team, the sound quality of systems and processes, sponsors' strength, and performance of funds under management.

The company provides a comprehensive range of investment products and services tailored to meet its investors' individual requirements. These investment solutions include Open-Ended Mutual Funds, Pension Funds, and Investment Advisory Portfolios / Separately Managed Accounts (SMAs).

Whether you are an individual investor or a corporate entity, you can benefit from NBP Funds' expertise, reliability, and stable investment approach to professionally manage your savings and help you meet your financial goals.<sup>9</sup>

## Principle Shareholders

The paid-up capital of NAFA is Rs.250 million, held by:

Name	Number of Shares Held	Amount in Rupees
Alexandra Fund Management Pte. Ltd.	8,999,998	89,999,980/-
National Bank of Pakistan	13,499,995	134,999,950/-
Dr. Amjad Waheed	2,500,000	25,000,000/-
Mr. Nausherwan Adil	1	10/-
Mr. Aamir Sattar	1	10/-
Mr. Abdul Hadi Palekar	1	10/-
Mr. Lui Mang Yin (Martin Lui)	1	10/-
Mr. Foo Chiah Shiung (Dr. Kelvin Foo)	1	10/-
Mr. Kamal Amir Chinoy	1	10/-
Mr. Shehryar Faruque	1	10/-

Amended via 9<sup>th</sup> Suppl OD

Name	Number of Shares	Amount
National Bank of Pakistan	13,499,996	134,999,960
Baltoro Growth Fund	9,000,000	90,000,000
Dr. Amjad Waheed & Family	2,500,000	25,000,000
Shaikh Muhammad Abdul Wahid Sethi	1	10
Nasir Husain	1	10
Kamal Amir Chinoy	1	10
Shehryar Faruque	1	10
Abdul Hadi Palekar	-	-
Imran Zaffar	-	-
Ali Saigol	-	-
Humayun Bashir	-	-

### **3.2 Board of Directors of the Management Company**

<b>Mr. Nausherwan Adil</b> Banker House # 59/, Khy-e-Bukhari, Phase-VI, D.H.A, Karachi	Chairman	<ul style="list-style-type: none"> <li>• National Institutional Facilitation Technology Limited</li> <li>• Arabian Sea Country Club</li> <li>• NBP Exchange Company Ltd.</li> </ul>
<b>Dr. Amjad Waheed</b> Fund Manager 76-2, 10th Street, Khyaban-e-Sehar, Phase VI, D.H.A. Karachi	Chief Executive Officer	<ul style="list-style-type: none"> <li>• Gul Ahmed Textile Mills Limited</li> <li>• Mehran Sugar Mills Limited</li> <li>• Katha Collieries Pak (Pvt) Limited</li> <li>• Bank Islami Pakistan Limited</li> </ul>
<b>Mr. Aamir Sattar</b> Banker House # J-10, Street 27, Model Colony, Post Office, Karachi	Director	None
<b>Mr. Abdul Hadi Palekar</b> Banker House # 77, Block-F, North Nazimabad, Hyderi, Karachi.	Director	None
<b>Mr. Lui Mang Yin (Mr. Martin Lui)</b> 130 Serangoon Ave 3, #11-06 The Scala, Singapore 554479	Director	None
<b>Mr. Foo Chiah Shiung (Dr. Kelvin Foo)</b> The Minton, 14 Hougang St 11, #10-71 Singapore 534071	Director	None
<b>Mr. Shehryar Faruque</b> Grey House, 30 Clifton, Karachi-75600	Director	<ul style="list-style-type: none"> <li>• Cherat Cement Company Limited</li> <li>• Cherat Packaging Limited</li> <li>• Faruque (Pvt.) Limited</li> <li>• Zensoft (Pvt.) Limited</li> <li>• Greaves CNG (Pvt.) Limited</li> <li>• Summit Bank Limited</li> <li>• Mirpurkhas Sugar Mills.</li> <li>• Mirpurkhas Energy Limited</li> </ul>
<b>Mr. Kamal Amir Chinoy</b> Business House # 34, Khayaban-e-Mujahid Phase – 5, D.H.A. Karachi.	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>• Jubilee Life Insurance Limited</li> <li>• ICI Pakistan Limited</li> <li>• Askari Bank Limitd.</li> </ul>
<b>Mr. Humayun Bashir</b> House # 10, Zulfiqar Street-7 Phase-8, DHA, Karachi.	Director	<ul style="list-style-type: none"> <li>• Linde Pakistan Limited</li> <li>• Mutual Fund Association of Pakistan</li> </ul>

### 3.2.1 Profile of Directors

**(a) Mr. Nausherwan Adil – Director**

Mr. Nausherwan Adil is serving as Senior Executive Vice President and Group Chief Operations Group at National Bank of Pakistan (NBP). Joined the bank in 1983 and held numerous Senior Management positions nationally and internationally. He held the position of Executive Director and Deputy Chief Executive at United National Bank, London for 4 years and during his last assignment with NBP he served as the Regional Chief Executive, Europe Region based in Paris from 2005 to 2011. He holds an MBA Degree from USA

**(b) Mr. Aamir Sattar - Director**

Mr. Aamir Sattar is serving as Executive Vice President & Chief Financial Officer at National Bank of Pakistan (NBP). Prior to joining NBP, he was associated with M/s. KPMG Taseer Hadi & Co., Chartered Accountants. Mr. Sattar is Chartered Accountant from Institute of Chartered Accountants of Pakistan.

**(c) Mr. Abdul Hadi Palekar- Director**

Mr. Abdul Hadi Palekar is serving as Vice President & Portfolio Manager at National Bank of Pakistan (NBP). He also served as Manager Settlement at NBP. Before joining the bank, he served as Head of Settlement at Jardine Fleming Pakistan Broking (Pvt.) Limited. He holds Bachelor of Science from DJ Sindh Government Science College.

**(d) Mr. Lui Mang Yin (Mr. Martin Lui) - Director**

Mr. Lui Mang Yin (Martin Lui) is the Vice President, Head of Fund Administration of Fullerton Fund Management Company Ltd-(FFM), a wholly-owned subsidiary of Temasek Holdings. Before joining FFM in May 2016, he was associated with the Apex Fund Services Singapore Pte Ltd, as Managing Director. He has also served as Vice President, at the Credit Suisse AG Singapore Branch. In addition to the above, he has also served various other institutions at different capacities. He holds Bachelor of Social Science from the Chinese University of Hong Kong and is also a Chartered Financial Analyst (CFA) & FCCA.

**(e) Mr. Foo Chiah Shiung (Dr. Kelvin Foo)- Director**

Mr. Foo Chiah Shiung (Dr. Kelvin Foo) is the Head of Risk, Fullerton Fund Management Company Ltd-(FFM), a wholly-owned subsidiary of Temasek Holdings. Before joining FFM in July 2016, he was associated with the Standard Chartered Bank, Singapore, as Head Analysis & Due Diligence Alternative Investment. He has also served as Vice President (Investment Management), at the Great Eastern insurance (Transferred from Lion Global). In addition to the above, he has also served various other institutions at different capacities. He is Chartered Alternative Investment Analyst. He also holds PHD in Finance, MSC in Risk & Asset Management, MBA in Int'l Biz & Finance, Postgraduate Diploma in Info communication, BSC in Physics.

**(f) Mr. Kamal Amir Chinoy- Director**

Mr. Kamal Amir Chinoy is B.Sc. Economics from the Wharton School, University of Pennsylvania, USA. He is currently Chief Executive of Pakistan Cables Ltd. and director of International Industries Ltd., Pak Chemicals Ltd., International Steels Ltd., Pakistan Security Printing Corp. Ltd. and Atlas Battery Ltd. He is on the Executive Committee of



Management Association of Pakistan, International Chamber of Commerce, Advisory Council of Citizens Archive of Pakistan, Management Committee of the Sind Club and Admission Committee of Aga Khan University. He is also the Honorary Consul General of Republic of Cyprus. Previously, he has served as the Chairman of the Aga Khan Foundation, Pakistan. He joined Pakistan Cables in 1992.

**(g) Mr. Shehryar Faruque- Director**

Mr. Shehryar Faruque holds a bachelors degree in Marketing from Davis & Elkins College, USA. He has diversified experience of over 23 years of managing cement, papersack, engineering and some other sectors. He is serving as a Chief Executive of Greaves CNG (Pvt.) Limited. He is also director of Mirpurkhas Sugar Mills Limited, Cherat Papersack Limited, Cherat Cement Company Limited, Faruque (Pvt.) Limited and Zensoft (Pvt.) Limited. He is the member of All Pakistan CNG Association and CNG Dealers Association of Pakistan. During his professional career, he had received valuable awards and represented Pakistan on various occasions abroad.

**(h) Dr. Amjad Waheed, CFA - Chief Executive Officer (CEO)**

Dr. Amjad Waheed holds a Doctorate in Business Administration with a major in Investments and Finance from Southern Illinois University, USA and is also a Chartered Financial Analyst (CFA). Since inception, Dr. Amjad Waheed is the CEO of ~~NBP Fullerton Asset~~[NBP Fund](#) Management Ltd (NAFA), which is a subsidiary of National Bank of Pakistan, with Fullerton Fund Management Company of Singapore as the other joint venture partner. NAFA is presently managing twenty one mutual funds, 2 pension funds and several Advisory portfolios with over Rs. 93 Billion (As of January 31, 2017) invested in these funds.

Before joining NAFA, Dr. Amjad was Head of Equity Mutual Funds & Portfolios at Riyadh Bank, Saudi Arabia, for about 5 years where he was managing around US\$ 7.5 billion invested in 22 mutual funds. Prior to that Dr. Amjad was Head of Asset Management at NIT, and Chief Operating Officer of FC-ABN AMRO Equities for several years. Before moving back to Pakistan, Dr. Amjad was Assistant Professor of Finance at Tennessee State University, USA and has published several articles in top journals of the world such as Journal of Banking & Finance and Financial Management.

Dr. Amjad has served on the Board of various companies including Siemens (Pakistan) Engineering Co.Ltd., Nishat Mills Ltd., PICIC, Askari Bank Ltd., Millat Tractors Ltd., Fauji Fertilizer Company Ltd., Pakistan Tobacco Company Ltd., Parke-Davis & Company Ltd., Treet Corporation Ltd., Atlas Investment Bank Ltd., Gul Ahmed Textile Mills Ltd., Bata Pakistan Ltd. and Mehran Sugar Mills Ltd. among others. He has also served as Chairman, Mutual Funds Association of Pakistan (MUFAP).

**(i) Mr. Humayun Bashir – Director**

Mr. Humayun Bashir has served IBM in Pakistan, Afghanistan, Iran, and MAE headquarters Dubai for the period of 40 years. He served as CEO of IBM Pakistan and Afghanistan for 16 years. He has served in the Board of various corporate entities. At present, he is on the Board of Linde Pakistan Limited and Management Association of Pakistan. He is Bachelor of Engineering and a certified Director from PICG

### 3.2.2 Profile of the Management

**(a) Dr. Amjad Waheed, CFA**  
*Chief Executive Officer*

Dr. Amjad Waheed holds a Doctorate in Business Administration with a major in Investments and Finance from Southern Illinois University, USA and is also a Chartered Financial Analyst (CFA). Since inception, Dr. Amjad Waheed is the CEO of ~~NBP Fullerton Asset~~[NBP Fund](#) Management Ltd (NAFA), which is a subsidiary of National Bank of Pakistan, with Fullerton Fund Management Company of Singapore as the other joint venture partner. NAFA is presently managing twenty one mutual funds, 2 pension funds and several Advisory portfolios with over Rs. 93 Billion (As of January 31, 2017) invested in these funds.

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**(b) Mr. Muhammad Murtaza Ali, FCA**  
*Chief Operating Officer & Company Secretary*

Mr. Murtaza Ali is the COO and the Company Secretary of NAFA. He is a Chartered Accountant by profession. Prior to NAFA, he served Union Leasing Limited as CFO & Company Secretary for a period of almost 5 years. Before that, he served with M. Hidayatullah & Co. (Chartered Accountants) as Assistant Manager Audit. He completed his articles from A.F. Ferguson & Co. (Chartered Accountants), a member firm of Price Water House Coopers. In this capacity, he conducted and finalized audits of several businesses.

**(c) Mr. Sajjad Anwar, CFA**  
*Chief Investment Officer*

Mr. Sajjad Anwar joined NAFA in June 2007 and gradually progressed to the position of Chief Investment Officer. At NAFA he is heading the team that has successfully launched and managed several mutual funds and portfolios in diverse categories such as equity, fixed income, Shari'ah compliant and capital protected structure. These funds have been consistently amongst the top performers. Mr. Sajjad Anwar is MBA in Finance and Chartered Financial Analyst (CFA) Charter holder. Prior to joining NAFA, he was working as Manager Strategic Risk Management with Army Welfare Trust (AWT). Mr. Sajjad has been associated with the company for the last 9 years.

**(d) Mr. Khalid Mehmood**  
***Chief Financial Officer***

Khalid Mehmood is the fellow member of ICMAP. He is holding the position of Chief Financial Officer at ~~NBP Fullerton Asset~~[NBP Fund](#) Management limited, a subsidiary of National Bank of Pakistan. He has been associated with Mutual Fund Industry for last 14 years. During his professional career, he exhibited sound leadership skills with a successful track record of system development and implementation. He has represented ICMA Pakistan at various forums and also served its Karachi Branch Council at various capacities in the past. He is also the member of Professional Accountants in Business Committee of south Asian Federation of Accountants, an apex body of SAARC. Economy and governance are two subjects of his great interest which is very much evident by his dedicated contribution through number of valuable articles published in esteemed newspapers and journals. Mr. Khalid Has been associated with the company for around 11 years.

**(e) Mr. Hassan Raza, CFA**  
***Head of Research***

Mr. Hassan Raza, CFA is the Head of Research at NAFA. His professional career spans around seven years and has worked in the leading brokerage houses with well-rounded sectoral exposure. He has actively covered Banking Sector, Oil and Gas Exploration and Production Sector, Oil Marketing Sector, Power Sector and Cement Sector (around 60% of KSE-100 Index).

He is a distinguished analyst who was voted the second best analyst in the 13th Annual Excellence Awards by CFA Society Pakistan held in 2016. Prior to joining NAFA, Mr. Hassan was associated with AlFalah Securities (Pvt.) Limited where he headed the Research Department. He is a CFA charter-holder and also holds BSc. (Hon's) in Applied Accounting from Oxford Brookes University.

**(f) Mr. Salman Ahmed**  
***Head of Risk Management***

Mr. Salman is MBA in Finance from Institute of Business Management (IOBM) and has passed Level III exam of CFA Program. He joined NAFA in April 2007. Before assuming the role of Head of Risk Management he was serving as Senior Fund Manager in Fixed Income Department. He has also worked in the area of Finance for Standard Chartered Bank Pakistan Limited. Mr. Salman has been affiliated with NAFA for the last 9 years.

**(g) Mr. Ozair Khan**  
***Chief Technology Officer***

Mr. Ozair Ali Khan has a Masters degree in Management Information Systems from the University of Texas at Dallas, USA. He has over 17 years of working experience in the field of Information Technology. His experience includes Operational Risk Management, IT Security, designing & development of business applications, planning and implementation of Disaster Recovery and Business Continuity Programs.

Before joining ~~NBP Fullerton Asset~~[NBP Fund](#) Management, Mr. Khan has worked with Pak-Kuwait Investment Company, Pakistan, as Head of Information Technology, Akuratus Corporation, USA, as Project Manager, and Cambridge Technology Partners, USA, as Technical Team Lead. Mr. Khan was also a nominee director on the board of TMT Incubation Fund, and Plexus Private Limited. Mr. Ozair has been associated with NAFA for 10 years.

**(h) Mr. Samiuddin Ahmed**  
***Country Head Corporate Marketing & Sales***

Mr. Samiuddin Joined NAFA in August 2013 to look after overall corporate sales & marketing portfolio of the company. With total experience spanned over 11 years in financial markets of Pakistan with local & international brokerage houses and leading asset management companies, he has performed in various roles including management of distribution channel, training & liaison with priority banking teams and leading corporate sales team engaged in promoting asset management products in Pakistan.

He is a graduate and also a member of Institute of Capital Markets. Before joining NAFA, Mr. Ahmed was associated with UBL Fund Managers as Regional Manager Corporate Sales.

Mr. Samiuddin has been associated with NAFA for the past 03 years.

**(i) Mr. Syed Ali Azhar Hasani**  
***Head of Internal Audit***

Mr. Azhar is an associate member of the Institute of Chartered Accountants of Pakistan and has recently joined NAFA as Head of Internal Audit. He holds 14 years of professional experience in the field of audit and assurance services with one of the best Auditing firms and leading commercial banks of Pakistan.

Mr. Azhar has handled audits of areas that include branches, head office functions and investigations. Prior to joining NAFA, he was working as Head of Financial & Management Audits at United Bank Limited. Mr. Azhar has also worked with Ernst & Young Pakistan and MCB Bank Limited.

**(j) Mr. Talha Khan Javed, CFA**  
***Head of Equity***

Prior to joining NAFA Funds as Head of Equities, Taha was the Director Research & Business Development at Alfalah Securities (Pvt) Limited with coverage of almost all the key sectors and relevant stocks (80% of benchmark KSE-100 index). Apart from supervising the research team, Taha was also responsible for Market Strategy, Politics and Economic analysis of Pakistan along with regular interaction with both foreign funds and local Institutions/HNWI.

Previously, Taha has headed research department at Elixir Securities and Taurus Securities. Taha was voted the Best Analyst in CFA Society Pakistan Annual Excellence Awards held in 2014 and 2015; he also came in 2nd runner up in 2013 and 2012.

Taha started his career at Foundation Securities (Pvt.) Limited (Affiliated with Macquarie Group) in 2007 where he covered Cement, Chemical, Power and the Fertilizer Sector. Taha has also actively taught finance related courses in SZABIST, IOBM and Bahria University. He completed his MBA from IBA Karachi in 2007, and his CFA in 2009, while subsequently receiving the CFA Charter in 2011.

**(k) Mr. Muhammad Ali, CFA, FRM**

***Head of Fixed Income***

Mr. Muhammad Ali joined NAFA as a Head of Fixed Income and member of the Investment Committee. Prior to joining NAFA he was working at Al Meezan Investment Management as a Fund Manager. He has over 21 years of extensive experience in the financial sector with Leading Commercial Banks and Mutual Fund like MCB, Faysal Bank, Habib Metro and Al-Meezan Investment Management. His expertise is in the areas of Fund Management, Risk Management, Credit Analysis and Administration, Islamic Banking and Relationship Management. He holds an MBA (in Banking & Finance) and MS (in Computer Science) degree. He is also a Chartered Financial Analyst (CFA) Charter holder and he also holds Financial Risk Manager (FRM) Certification. Mr. Ali has been working with NAFA for the past 4 years.

**(l) Mr. Muhammad Imran, CFA, ACCA**

***Head of Portfolio Management***

Mr. Muhammad Imran joined NAFA as a Portfolio Manager in July 2013. He is primarily responsible for managing Separate Managed Accounts. He is also member of Investment Committees of NAFA's Funds. Mr. Imran holds CFA Charter, Associate Membership of the Chartered Certified Accountants (ACCA-UK) and a bachelor's degree in commerce. He has been awarded "Best Trader of The Year 2011 - Runner up" by CFA Society Pakistan.

Prior to joining NAFA, he was Head of Equity Sales at Arif Habib Limited (AHL) where he developed and managed team of traders having direct involvement with institutional and individual clients including Foreign and HNW individuals. During his employment with AHL he also worked as a Head of Research where he covered various sectors including Banking, Oil & Gas, Cement and Fertilizer. Mr. Imran was also associated with Deloitte Touché Pakistan as a Consultant for a period of 1-year. Mr. Imran has been working with NAFA for the last 03 years

**(m) Mr. Shahbaz Umer**

***Head of Human Resource & Administration***

Mr. Shahbaz joined NAFA as a Head of Human Resources in 2015. He has completed his MBA in Human Resource Management from Stratford College London and B.Sc Computing from Buckinghamshire University, England. He has over 15 years of well-rounded experience in leading banks. Prior to joining NAFA Funds, he was working as VP-HR at Standard Chartered Bank. Mr. Shahbaz has also worked at Askari Bank Limited, NIB Bank and Royal Bank of Scotland England.

**3.2.3 Performance of Listed Associated Companies**

<b>Atlas Battery Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	33.5	33.5	42.6	58.27	73.04
Shareholders' Equity (Rs. In Million)	1,326.9	1,789.7	2,384.6	3,220.8	4278.3
Total Assets (Rs. In Million)	2,631.7	3,637.1	5,327	5,398	6,706
Cash Dividend (%)	100.0	100.0	100.0	120.0	155.0
Stock Dividend (%)	20.0	20.0	0.0	0.0	0.0

<b>Cherat Cement Company Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	5.35	14.15	12.52	7.29	7.96
Shareholders Equity (Rs. In Million)	2,748	3,709	4,864	8,026	9,140
Total Assets (Rs. In Million)	4,711	5,065	6,431	9,464	15,462
Cash Dividend (%)	20.0	25.0	30.0	30.0	32.50
Stock Dividend (%)	0.0	0.0	10.0	0.0	0.0

<b>Cherat Packaging Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	3.39	5.42	9.13	23.65	31.55
Shareholders' Equity (Rs. In Million)	911.1	1,211.8	1,385.2	2,198.9	3,316.3
Total Assets (Rs. In Million)	2,432.9	3,561.5	3,806.7	3,942.3	4,684.7
Cash Dividend (%)	15.0	20.0	30.0	70.0	100.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>Gul Ahmed Textile Mills Ltd.</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	1.12	3.21	5.40	2.30	4.27
Shareholders' Equity (Rs. In Millions)	4,473	5,428	6,660	7,169	8,718
Total Assets (Rs. In Millions)	6,867	7,933	9,271	9,971	13,693
Cash Dividend (%)	0.0	0.0	15.00	15.00	30.00
Stock Dividend (%)	0.0	20.00	25.00	0.0	0.0

<b>International Industries Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	2.7	4.7	4.2	6.09	6.56
Shareholders' Equity (Rs. In Million)	4,172.8	4,339.1	4,422.5	4,782	5,202
Total Assets (Rs. In Million)	15,066.2	14,565.9	16,246.6	13,138	13,977
Cash Dividend (%)	20.0	32.5	32.5	40.0	45.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>National Bank of Pakistan</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	7.02	2.59	7.06	9.03	10.69
Shareholders' Equity (Rs. In Million)	139,981	156,287	178,329	168,351	176,733
Total Assets (Rs. In Million)	1,309,528	1,364,341	1543054	1,706,361	1,975,706
Cash Dividend (%)	70.0	20.0	55.0	75.0	75.0
Stock Dividend (%)	15.0	0.0	0.0	0.0	0.0

<b>International Steel Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	(0.24)	0.83	1.59	0.46	2.71
Shareholders' Equity (Rs. In Million)	4,149	4,508	5,206	4,978	6,168
Total Assets (Rs. In Million)	15,833	14,761	16,879	19,075	20,984
Cash Dividend (%)	0.0	0.0	10.0	0.0	12.5
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>Pakistan Cables Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	4.92	6.08	7.81	6.65	9.29
Shareholders' Equity (Rs. In Millions)	1,460.8	1,549.6	1,648.7	1,700.03	1,866.8
Total Assets (Rs. In Millions)	3,679.2	3,592.1	4,364.2	4,166.4	5,075.5
Cash Dividend (%)	32.5	40.0	45.0	30.0	45.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>Summit Bank Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	(2.54)	(1.52)	0.16	0.15	(1.00)
Shareholders' Equity (Rs. In Million)	2,898	3,248	11,018	10,799	10,560
Total Assets (Rs. In Million)	134,386	125,560	148,457	188,420	215,022
Cash Dividend (%)	0.0	0.0	0.0	0.0	0.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>Mehran Sugar Mills Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	13.02	15.70	8.40	13.43	15.29
Shareholders' Equity (Rs. In Million)	1,038	1,386	1,652	1,862	2323
Total Assets (Rs. In Million)	3,538	3,316	3,414	4,785	4,517
Cash Dividend (%)	25	25	26	60	65
Stock Dividend (%)	20	25	10	0.0	0.0

<b>Mirpurkhas Sugar Mills Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	10	12.51	6.70	8.47	12.23
Shareholders' Equity (Rs. In Million)	714	903	1079	1690	2385
Total Assets (Rs. In Million)	2,741	2,518	3,235	4,237	5,262
Cash Dividend (%)	0.0	0.0	0.0	62	50
Stock Dividend (%)	15	10	0.0	0.0	0.0

<b>ICI Pakistan Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	10.54	12.55	18.43	23.02	30.78
Shareholders' Equity (Rs. In Million)	9,766	10,488	11,877	13,294	15,246
Total Assets (Rs. In Million)	20,714	20,944.7	22,937.4	26,669.8	30,588
Cash Dividend (%)	55	0.0	80	115.0	155.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

<b>Jubilee Life Insurance Co. Limited</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
EPS (Rs.)*	8.82	15.1	18.88	22.48	29.23
Shareholders' Equity (Rs. In Million)	1,795.6	2,243.1	3,159.9	3,910.2	5,069.5
Total Assets (Rs. In Million)	23,547.7	34,290.6	49,613.5	69,223.9	102,040.9
Cash Dividend (%)	45	60	95	135	145
Stock Dividend (%)	0.0	15	0.0	0.0	10

	2012	2013	2014	2015	2016
<b>Linde Pakistan Limited</b>					
EPS (Rs.)*	11.03	7.25	5.07	5.63	8.66
Shareholders Equity (Rs. In Million)	1,679	1,703	1,691	1,720	1,813
Total Assets (Rs. In Million)	3,638	4,189	4,597	4,665	4,938
Cash Dividend (%)	70.0	55.0	45.0	50.0	50.0
Stock Dividend (%)	0.0	0.0	0.0	0.0	0.0

\*EPS is adjusted for current number of shares

### 3.3 Existing Schemes under Management and their performance

#### 1. NAFA Income Opportunity Fund (NIOF)

NAFA Income Opportunity Fund (NIOF) was launched on April 21, 2006 with an Initial Public Offering (IPO) of Rs.3.2 Billion. The fund has a low risk profile.

<b>Date of Launching:</b>	April 21, 2006
<b>Nature of Fund:</b>	Open-end-Income Fund
<b>Net Asset Value:</b>	14,791 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.11.1837/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-Month KIBOR

\*As of February 28, 2017

#### PERFORMANCE OF NIOF

- The annualized return since inception up to February 28, 2017 is 8.3% against the benchmark return of 10.5%.
- Stability Rating of 'A-' (f) from PACRA

NAFA Income Opportunity Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2006	0.19	1.9%	10.19	3,874
FY 2007	1.05	10.5%	11.08	18,248
FY 2008	0.9715	9.7%	10.78	24,044
FY 2009	0.685	6.9%	10.10	7,665
FY 2010	0.5937	5.9%	9.87	3,915
FY 2011	0.6909	6.9%	10.01	2,505
FY 2013	0.6377	6.4%	9.66	1,546
FY 2014	1.1925	11.9%	10.67	1,869
FY 2015	1.1575	11.6%	10.47	4,353
FY 2016	0.7971	8.0%	10.70	6,274

#### 2. NAFA Multi-Asset Fund (NMF)

NAFA Multi-Asset Fund (NMF) was launched on January 19, 2007 with an Initial Public Offering (IPO) of Rs.839.6 Million. The Fund has a moderate risk profile with a balanced exposure to income and equity investments.

<b>Date of Launching:</b>	January 19, 2007
<b>Nature of Fund:</b>	Open-end-Balanced Fund
<b>Net Asset Value:</b>	1,180 million/-*



<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.20.0628/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KSE-30 Total Return Index & 6-month KIBOR based on Fund's actual allocation.

\* As of February 28, 2017

#### PERFORMANCE OF NMF

- The annualized return since inception up to February 28, 2017 is 17.4% against the benchmark return of 10.4% hence outperformance of 7.0% on annualized basis.

NAFA Multi Asset Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2007	1.64	16.4%	12.90	1,249
FY 2008	0.7598	7.6%	11.53	2,631
FY 2010	0.6666	6.7%	9.36	996
FY 2011	1.9797	19.8%	10.72	706
FY 2012	0.3247	3.2%	10.73	625
FY 2013	2.5569	25.6%	13.49	800
FY 2014	1.9054	19.1%	12.40	1,026
FY 2015	0.4168	4.2%	15.31	1,487
FY 2016	0.9771	9.8%	15.64	1,328

### 3. NAFA Stock Fund (NSF)

NAFA Stock Fund (NSF) was launched on January 19, 2007 with an Initial Public Offering (IPO) of Rs.839.5 Million. The Fund has a high risk profile with a prime exposure to the stock market.

<b>Date of Launching:</b>	January 19, 2007
<b>Nature of Fund:</b>	Open-end-Equity Fund
<b>Net Asset Value:</b>	16,937 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.17.9411/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KSE-30 Total Return Index

\* As of February 28, 2017

#### PERFORMANCE OF NSF

- The annualized return since inception up to February 28, 2017 is 19.5% against the benchmark return of 8.9% hence outperformance of 10.6% on annualized basis.

NAFA Stock Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2007	2.26	22.6%	12.09	1,460
FY 2008	0.6044	6.0%	11.61	2,566

FY 2010	0.9163	9.2%	7.084	959
FY 2011	1.4032	14.0%	7.54	927
FY 2012	0.6510	6.5%	7.94	1,090
FY 2013	2.8354	28.4%	10.82	1,123
FY 2014	1.6345	16.4%	10.10	1,805
FY 2015	1.1366	11.4%	13.37	4,114
FY 2016	0.9204	9.2%	13.21	7,939

#### 4. NAFA Islamic Income Fund (NIIF)

NAFA Islamic Aggressive Income Fund (NIAIF) was launched on October 26, 2007 with an Initial Public Offering (IPO) of Rs.977 Million. The Fund has no exposure to the stock market. The fund has a low to medium risk profile.

<b>Date of Launching:</b>	October 26, 2007
<b>Nature of Fund:</b>	Shari'ah Compliant - Open-end Aggressive Income Fund
<b>Net Asset Value:</b>	2,527 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.9.8237/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	1-year average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP

\* As of February 28, 2017

#### PERFORMANCE OF NIAIF

- The annualized return since inception up to February 28, 2017 is 6.7% against the benchmark return of 6.3%.
- Stability Rating of 'A'-(f) by PACRA.

NAFA Islamic Aggressive Income Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2008	0.46	4.6%	10.35	881
FY 2009	0.26	2.6%	9.41	517
FY 2010	1.1994	12.0%	8.95	202
FY 2011	1.2205	12.2%	8.25	178
FY 2013	0.3911	3.9%	9.18	166
FY 2014	0.6592	6.6%	9.33	431
FY 2015	0.7099	7.1%	9.47	1,207
FY 2016	0.6918	6.9%	9.49	2,567

#### 5. NAFA Islamic Asset Allocation Fund (NIAAF)

NAFA Islamic Asset Allocation Fund (NIAAF) was launched on October 26, 2007 with an Initial Public Offering (IPO) of Rs. 847 Million. The Fund has a moderate risk profile with a balanced exposure to Shari'ah Compliant income and equity investments.

<b>Date of Launching:</b>	October 26, 2007
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<b>Nature of Fund:</b>	Shari'ah Compliant – Open-end Asset Allocation Fund
<b>Net Asset Value:</b>	12,489 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.18.9715/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KMI-30 Index & 6-month average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP, based on Fund's actual allocation.

\* As of February 28, 2017

#### PERFORMANCE OF NIAAF

- Annualized Return since launch to February 28, 2017 is 17.4% against benchmark return of 12.2% p.a.

NAFA Islamic Asset Allocation Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2010	1.2217	12.2%	10.07	387
FY 2011	2.2343	22.3%	10.81	289
FY 2013	2.1393	21.4%	13.58	433
FY 2014	1.5419	15.4%	13.00	557
FY 2015	2.2159	22.2%	15.99	2,592
FY 2016	1.5380	15.4%	15.59	5,435

#### 6. NAFA Income Fund (NIF)

NAFA Income fund (NIF) was launched on March 28, 2008. The fund has no exposure to the stock market and has a low risk profile.

<b>Date of Launching</b>	March 28, 2008
<b>Nature of Fund</b>	Open-end Income Fund
<b>Net Asset Value</b>	886 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.10.1838/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-Month KIBOR

\* As of February 28, 2017

#### PERFORMANCE OF NIF

- The annualized return since inception up to February 28, 2017 is 4.1% against the benchmark return of 10.3%.
- Stability Rating of 'A-' (f) by PACRA

NAFA Income Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2008	0.2096	2.1%	10.21	1,828
FY 2009	0.437	4.4%	10.12	1,036

FY 2010	0.3733	3.7%	10.82	582
FY 2011	0.3134	3.1%	9.71	461
FY 2013	0.5379	5.4%	9.66	490
FY 2015	0.89	8.9%	9.73	583
FY 2016	0.6667	6.7%	9.74	619

#### 7. NAFA Government Securities Liquid Fund (NGSLF)

NAFA Government Securities Liquid Fund (NGSLF) was launched on May 15, 2009 and carries an exceptionally low risk profile

<b>Date of Launching:</b>	May 15, 2009
<b>Nature of Fund:</b>	Open end Money Market Fund
<b>Net Asset Value:</b>	5,804 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.10.7442/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	70% 3-Month PKRV & 30% average 3-Month deposit rates of three AA rated banks as selected by MUFAP

\* As of February 28, 2017

#### PERFORMANCE OF NGSLF

- The annualized return since inception up to February 28, 2017 is 9.1% against the benchmark return of 9.0%.
- Stability Rating of 'AAA' (f) by PACRA

NAFA Government Securities Liquid Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2009	0.14	1.4%	10.14	1,415
FY 2010	1.0004	10.0%	10.27	5,805
FY 2011	1.0526	10.5%	10.36	10,810
FY 2012	1.0789	10.8%	10.05	14,772
FY 2013	0.8504	8.5%	10.04	12,402
FY 2014	0.771	7.7%	10.05	9,859
FY 2015	0.746	7.5%	10.14	7,020
FY 2016	0.5801	5.8%	10.15	3,172

#### 8. NAFA Savings Plus Fund (NSPF)

NAFA Savings Plus Fund (NSPF) was launched on November 21, 2009 and carries a very low risk profile.

<b>Date of Launching</b>	November 21, 2009
<b>Nature of Fund</b>	Open-end – Income Fund
<b>Net Asset Value</b>	451 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.10.7448/-*

<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-Month KIBOR

\* As of February 28, 2017

#### PERFORMANCE OF NSPF

- Annualized Return since launch to February 28, 2017 is 9.0% against the benchmark return of 7.0% hence outperformance of 2.0% on annualized basis.
- Stability Rating of 'AA-' (f) by PACRA

NAFA Savings Plus Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2010	0.55	5.5%	10.34	586
FY 2011	1.0496	10.5%	10.30	545
FY 2012	1.045	10.5%	10.04	1,337
FY 2013	0.8383	8.4%	10.04	3,053
FY 2014	0.7646	7.6%	10.05	1,429
FY 2015	0.8049	8.0%	10.11	495
FY 2016	0.6313	6.3%	10.12	523

#### 9. NAFA Riba Free Savings Fund (NRFSSF)

NAFA Riba Free Savings Fund (NRFSSF) was launched on August 20, 2010 and carries a low risk profile.

<b>Date of Launching</b>	August 20, 2010
<b>Nature of Fund</b>	Open-end – Shari'ah Compliant Income Fund
<b>Net Asset Value</b>	1,767 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.10.5896/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-month average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP

\* As of February 28, 2017

#### PERFORMANCE OF NRFSSF

- Annualized Return since launch to February 28, 2017 is 8.2% against the benchmark return of 6.6% hence outperformance of 1.6% on annualized basis.
- Stability Rating of 'A' (f) by PACRA

NAFA Riba Free Savings Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2011	0.8	8.0%	10.38	377
FY 2012	1.0489	10.5%	10.07	872
FY 2013	0.829	8.3%	10.08	3,028
FY 2014	0.7467	7.5%	10.10	1,657

FY 2015	0.6831	6.8%	10.16	799
FY 2016	0.5570	5.6%	10.17	1,160

#### 10. NAFA Asset Allocation Fund (NAAF)

NAFA Asset Allocation Fund (NAAF) was launched on August 20, 2010. The fund has a moderate risk profile.

<b>Date of Launching</b>	August 20, 2010
<b>Nature of Fund</b>	Open-end – Asset Allocation Fund
<b>Net Asset Value</b>	2,696 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.19.0575/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KSE-30 Total Return Index & 6-month KIBOR based on Fund's actual allocation

\* As of February 28, 2017

#### PERFORMANCE OF NAAF

- The annualized return since inception up to February 28, 2017 is 21.3% against the benchmark return of 13.1% hence outperformance of 8.2% on annualized basis.

NAFA Asset Allocation Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2011	1.65	16.5%	11.32	283
FY 2012	1.4379	14.4%	11.39	489
FY 2013	2.28	22.8%	13.18	1,151
FY 2014	0.9052	9.1%	12.00	1,917
FY 2015	0.186	1.9%	14.96	2,073
FY 2016	1.0725	10.7%	14.83	1,175

#### 11. NAFA Financial Sector Income Fund (NFSIF)

NAFA Financial Sector Income Fund (NFSIF) was launched on October 28, 2011. The fund has a low risk profile.

<b>Date of Launching</b>	October 28, 2011
<b>Nature of Fund</b>	Open-end – Income Fund
<b>Net Asset Value</b>	792 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs .11.1186/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-Month KIBOR

\* As of February 28, 2017

#### PERFORMANCE OF NFSIF

- Annualized Return since launch to February 28, 2017 is 9.2% against the benchmark return of 8.1% hence the outperformance of 1.1% on annualized basis.
- Stability Rating of 'A+' (f) by PACRA

NAFA Financial Sector Income Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2012	0.7	7.0%	10.42	2,768
FY 2013	0.7694	7.7%	10.27	4,962
FY 2014	0.9241	9.2%	10.14	2,177
FY 2015	0.7768	7.8%	10.47	776
FY 2016	0.6656	6.7%	10.47	1,255

## 12. NAFA Money Market Fund (NMMF)

NAFA Money Market Fund (NMMF) was launched on February 23, 2012 and carries a very low risk profile.

<b>Date of Launching:</b>	February 23, 2012
<b>Nature of Fund:</b>	Open end Money Market Fund
<b>Net Asset Value:</b>	13,379 million/-*
<b>Par Value per unit:</b>	Rs.10.00/-
<b>N.A.V. per unit:</b>	Rs.10.2664/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	70% 3-Month PKRV & 30% average 3-Month deposit rates of three AA rated banks as selected by MUFAP

\* As of February 28, 2017

## PERFORMANCE OF NMMF

- Annualized Return since launch to February 28, 2017 is 8.1% against the benchmark return of 6.2% hence the outperformance of 1.9% on annualized basis.
- Stability Rating of 'AA' (f) by PACRA

NAFA Money Market Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2012	0.341	3.4%	10.01	21,222
FY 2013	0.8792	8.8%	10.01	15,677
FY 2014	0.7972	8.0%	10.01	11,911
FY 2015	1.0798	10.8%	10.40	2,959
FY 2016	0.6098	6.1%	9.84	7,110

## 13. NAFA Islamic Principal Protected Fund-I (NIPPF-I)

NAFA Islamic Principal Protected Fund-I (NIPPF-I) was launched on March 05, 2014 and carries a very low risk profile.

<b>Date of Launching:</b>	March 05, 2014
<b>Nature of Fund:</b>	Shari'ah Compliant Open end Capital Protected Fund

<b>Net Asset Value:</b>	139 million/-*
<b>Par Value per unit:</b>	Rs.100.00/-
<b>N.A.V. per unit:</b>	Rs.101.2142/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KMI-30 Index & Islamic Bank Deposits based on Funds' actual allocation

\* As of February 28, 2017

#### PERFORMANCE OF NIPPF I

- The annualized return since inception up to February 28, 2017 is 15.3% against the benchmark return of 11.7%.

NAFA Islamic Principal Protected Fund I	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2014	0.93	0.9%	101.69	1,641
FY 2015	3.5998	3.6%	120.09	1,707
FY 2016	12.4826	12.5%	111.7228	687

#### 14. NAFA Islamic Principal Protected Fund-I (NIPPF-II)

NAFA Islamic Principal Protected Fund-II (NIPPF-II) was launched on June 27, 2014 and carries a very low risk profile.

<b>Date of Launching:</b>	June 27, 2014
<b>Nature of Fund:</b>	Shari'ah Compliant Open end Capital Protected Fund
<b>Net Asset Value:</b>	250 million/-*
<b>Par Value per unit:</b>	Rs.100.00/-
<b>N.A.V. per unit:</b>	Rs.100.6140/-*
<b>Listing:</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KMI-30 index & Islamic Bank Deposits based on Funds' actual allocation

\* As of February 28, 2017

#### PERFORMANCE OF NIPPF II

- The annualized return since inception up to February 28, 2017 is 18.1% against the benchmark return of 13.9%

NAFA Islamic Principal Protected Fund II	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2015	2.3919	2.4%	119.01	1,308
FY 2016	10.3205	10.3%	112.20	1,084

#### 15. NAFA Government Securities Savings Fund (NGSSF)

NAFA Government Securities Savings Fund (NGSSF) was launched on July 10, 2014 and carries a low risk profile.

<b>Date of Launching</b>	July 10, 2014
<b>Nature of Fund</b>	Open-end – Income Fund



<b>Net Asset Value</b>	152 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.10.7151/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-Month PKRV

\* February 28, 2017

#### PERFORMANCE OF NGSSF

- Annualized Return since launch to February 28, 2017 is 9.3% against the benchmark return of 7.2% hence outperformance of 2.1% on annualized basis.

<b>NAFA Government Securities Savings Fund</b>	<b>Per Unit Distribution</b>	<b>Pay out (% par Value)</b>	<b>Net Asset Value per Unit at June</b>	<b>Fund Size (Rs in million)</b>
FY 2015	1.1104	11.1%	11.40	546
FY 2016	0.6667	6.7%	10.29	304

#### 16. NAFA ISLAMIC STOCK FUND (NISF)

NAFA Islamic Stock Fund (NISF) was launched on January 9, 2015 and carries a high risk profile.

<b>Date of Launching</b>	January 9, 2015
<b>Nature of Fund</b>	Shari'ah Compliant - Open-end – Equity Fund
<b>Net Asset Value</b>	6,953 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.15.4136/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 index

\* As of February 28, 2017

#### PERFORMANCE OF NISF

- Annualized Return since launch to February 28, 2017 is 27.9% against the benchmark return of 24.3% hence outperformance of 3.6% on Annualized basis.

<b>NAFA Islamic Stock Fund</b>	<b>Per Unit Distribution</b>	<b>Pay out (% par Value)</b>	<b>Net Asset Value per Unit at June</b>	<b>Fund Size (Rs in million)</b>
FY 2015	0.2529	2.5%	11.02	1,256
FY 2016	0.8500	8.5%	11.44	1,752

#### 17. NAFA ISLAMIC PRINCIPLE PRESERVATION FUND (NIPPF)

NAFA Islamic Principle Preservation Fund (NIPPF) was launched on January 9, 2015 and carries a high risk profile.

<b>Date of Launching</b>	January 9, 2015
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	452 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.101.0902/-*

<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Combination of benchmarks of underlying schemes on the basis of actual investment i.e.NISF: KMI-30 Index NIAAF: Daily weighted return of KMI-30 Index & 6-month average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP Cash: 6-month average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP.

\* As of February 28, 2017

#### PERFORMANCE OF NIPPF

Annualized Return since launch to February 28, 2017 is 10.7% against the benchmark return of 9.1% hence outperformance of 1.6% on annualized basis

#### 18. NAFA ISLAMIC ENERGY FUND (NIEF)

NAFA Islamic Energy Fund (NIEF) was launched on April 21, 2016 and carries a high risk profile.

<b>Date of Launching</b>	April 21, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Equity Scheme
<b>Net Asset Value</b>	2,925 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.14.3404/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

#### PERFORMANCE OF NIEF

Cumulative Return since launch to February 28, 2017 is 48.8% against the benchmark return of 41.7% hence outperformance of 7.1% on Cumulative basis

NAFA Islamic Energy Fund	Per Unit Distribution	Pay out (%) par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2016	0.4000	4.0%	10.5499	1,033

#### 19. NAFA ISLAMIC ACTIVE ALLOCATION EQUITY FUND (NIAAEF)

NAFA Islamic Active Allocation Equity Fund (NIAAEF) was launched on January 18, 2016 and carries a high risk profile.

<b>Date of Launching</b>	January 18, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Equity Fund
<b>Net Asset Value</b>	4,382 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.15.1492/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

### PERFORMANCE OF NIAAEF

Annualized Return since launch to February 28, 2017 is 50.9% against the benchmark return of 52.4%.

NAFA Islamic Active Allocation Equity Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2016	0.5234	5.2%	11.67	1,636

### 20. NAFA ACTIVE ALLOCATION RIBA FREE SAVINGS FUND (NAARFSF)

NAFA Active Allocation Riba Free Savings Fund (NAARFSF) was launched on January 18, 2016 and carries a low risk profile.

<b>Date of Launching</b>	January 18, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Income Fund
<b>Net Asset Value</b>	1,091 million/-*
<b>Par Value per unit</b>	Rs.10.00/-
<b>N.A.V. per unit</b>	Rs.10.2355/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	6-month average deposit rates of three A rated Islamic Banks/Islamic windows of conventional banks as selected by MUFAP

\* As of February 28, 2017

### PERFORMANCE OF NAARFSF

Annualized Return since launch to February 28, 2017 is 4.0% against the benchmark return of 3.9%.

NAFA Active Allocation Riba Free Savings Fund	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2016	0.2042	2.0%	10.02	997

### 21. NAFA ISLAMIC ACTIVE ALLOCATION PLAN-I (NIAAP-I)

NAFA Islamic Active Allocation Plan-I (NIAAP-I) was launched on January 15, 2016 and carries a Low to moderate risk profile.

<b>Date of Launching</b>	January 15, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	994 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.139.8564/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	Daily weighted return of KMI-30 Index & 6 month deposit rate of A- and above rated Islamic

	banks and windows based on actual investment.
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\* As of February 28, 2017

#### PERFORMANCE OF NIAAP-I

Cumulative Return since launch to February 28, 2017 is 34.8% against the benchmark return of 36.1%.

#### 22. NAFA ISLAMIC ACTIVE ALLOCATION PLAN-II (NIAAP-II)

NAFA Islamic Active Allocation Plan-II (NIAAP-II) was launched on March 04, 2016 and carries a Low to moderate risk profile.

<b>Date of Launching</b>	March 04, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	807 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.134.8619/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

#### PERFORMANCE OF NIAAP-II

Cumulative Return since launch to February 28, 2017 is 35.1% against the benchmark return of 34.2%.

NAFA Islamic Active Allocation Plan-II (NIAAP-II)	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
FY 2016	0.2357	0.2%	107.4417	702

#### 23. NAFA ISLAMIC ACTIVE ALLOCATION PLAN-III (NIAAP-III)

NAFA Islamic Active Allocation Plan-III (NIAAP-III) was launched on June 28, 2016 and carries a Low to moderate risk profile.

<b>Date of Launching</b>	June 28, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	1,190 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.122.1122/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

#### PERFORMANCE OF NIAAP-III

Cumulative Return since launch to February 28, 2017 is 22.2% against the benchmark return of 19.7% hence outperformance of 2.5% on cumulative basis

NAFA Islamic Active Allocation Plan-III (NIAAP-III)	Per Unit Distribution	Pay out (% par Value)	Net Asset Value per Unit at June	Fund Size (Rs in million)
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FY 2016	0.0842	0.1%	100.0827	1,288
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#### 24. NAFA ISLAMIC ACTIVE ALLOCATION PLAN-IV (NIAAP-IV)

NAFA Islamic Active Allocation Plan-IV (NIAAP-IV) was launched on September 30, 2016 and carries a Low to moderate risk profile.

<b>Date of Launching</b>	September 30, 2016
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	845 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.114.2126/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

#### PERFORMANCE OF NIAAP-IV

Cumulative Return since launch to February 28, 2017 is 14.2% against the benchmark return of 16.2%.

#### 25. NAFA ISLAMIC ACTIVE ALLOCATION PLAN-V (NIAAP-V)

NAFA Islamic Active Allocation Plan-V (NIAAP-V) was launched on January 12, 2017 and carries a Low to moderate risk profile.

<b>Date of Launching</b>	January 12, 2017
<b>Nature of Fund</b>	Open Ended Shari'ah Compliant Fund of Funds
<b>Net Asset Value</b>	2,015 million/-*
<b>Par Value per unit</b>	Rs.100.00/-
<b>N.A.V. per unit</b>	Rs.100.3290/-*
<b>Listing</b>	Pakistan Stock Exchange
<b>Benchmark</b>	KMI-30 Index

\* As of February 28, 2017

#### PERFORMANCE OF NIAAP-V

Cumulative Return since launch to February 28, 2017 is 0.3% against the benchmark return of -0.8% hence outperformance of 1.1% on Cumulative basis

### 3.4 Role and Responsibilities of the Management Company

The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations directives, circulars and guidelines issued by SECP, Shari'ah Advisor, this Deed and the Offering Document.

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

#### 3.4.1 Administration of the Scheme

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

### **3.4.2 Management of Fund Property**

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

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

### **3.4.3 Appointment of Distributors**

The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s) locally or internationally. The Management Company may also itself act as a Distributor for carrying on Distribution Functions and updated list of distributors would be available on official website of the Management Company.

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

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

### **3.4.4 Appointment of Investment Facilitator**

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

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

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

### 3.4.5 Maintenance of Accounts and Records

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

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

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

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

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

### 3.5 Maintenance of Unit Holders Register

- 3.5.1 A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.
- 3.5.2 The office of the Transfer Agent is located at **Clifton Diamond Building, 7<sup>th</sup> Floor, Block 4, Scheme 5, Clifton, Karachi, Pakistan**, where Register of Unit Holder will maintain.
- 3.5.3 Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.

#### 3.5.4 Disclaimer

The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations and the Constitutive Documents, nor

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

### **3.6 Role of the Trustee**

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

#### **3.6.1 Obligations under Regulations and Constitutive Document**

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



**3.6.2 Custody of Assets**

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

**3.6.3 Investment of Fund Property at direction of Management Company**

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

**3.6.4 Carrying out instructions of the Management Company**

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

**3.6.5 Liabilities of the Trustee**

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

**3.6.6 Disclaimer**

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

**3.7 Sharai'ah Supervisory Board (SSB) / Shari'ah Advisor**

Management Company, has appointed a Shari'ah Supervisory Board which comprises of Mufti Dr. Muhammad Imran Ashraf Usmani being its Chairman and its other members include Mufti Muhammad Naveed Alam and Mufti Ehsan Waquar who is also the Shari'ah Advisor for the Fund.

### **Profile- Mufti Ehsan Waquar**

Mufti Ehsan Waquar Ahmad is the Shariah Advisor at NBP-Aitemaad. Alhamdulillah, he is among the few scholars who possess a unique combination of religious and contemporary education. He graduated as a Mufti, achieving Masters in Traditional Islamic Studies and specializing in Islamic Jurisprudence from Pakistan's renowned Islamic School, Jamiat-ur-Rasheed. Later he accomplished Masters in Economics from KU and Masters in Business Administration with majors in Finance from IoBM. This unique blend of educational combination gives him an edge to understand, correlate and align modern day banking practices with Shariah principles.

He has served Islamic Financial Industry with institutions like ESSAC, Emirates Global Islamic Bank now Albaraka Bank Pakistan, UBL and Yasaar Ltd.

Mufti Ehsan is also a member of the Technical Committee for Developing Accounting & Auditing Standard for Islamic Financial Institution at Institute of Chartered Accountants of Pakistan (ICAP) and member Islamic Capital Market Development Committee at KSE. He has actively worked with SBP and was nominated to several sub-committees formed by the SBP Shariah Board for Islamic Banking matters in Pakistan.

Mufti Ehsan conducts courses of Classical Jurisprudence, Islamic Finance and Risk Management at Traditional Islamic Universities (Jamia-tur-Rasheed) and Modern Business Schools (IoBM). He frequently contributes in different international and local periodicals and appears as an industry expert on local TV channels.

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

#### **3.7.1 Duties and Responsibilities of Shari'ah Advisor**

The Shari'ah Advisor shall advise the Management Company on matters relating to Shari'ah compliance and recommend general investment guidelines consistent with Shari'ah. Any verdict issued by the Shari'ah Advisor in respect of any Shari'ah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties.

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

The Shari'ah Advisor shall provide technical guidance and support on various aspects of Shari'ah, so as to enable the Management Company to mould the Fund into a Shari'ah Compliant Investment.

The Shari'ah Advisor has certified that Investment Policy of the Trust is compliant with the requirements of Shari'ah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shari'ah acceptability of the

Investment Policy, permission for necessary amendments of the Deed may be sought from the Commission.

The Management company based on guidelines issued by the Shari'ah advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shari'ah, and get it approved by the Shari'ah Advisor. All such sums shall be donated, after approval from the Shari'ah Advisor, subject to the condition that such charity organization is not related to, Management Company or any of their employees.

### **3.8 Transfer Agent**

The Management Company will perform duties having its office at Clifton Diamond Building, 7<sup>th</sup> Floor, Block 4, Scheme 5, Clifton, Karachi, Pakistan as the Transfer Agent of the Fund until any further notice and intimation to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

### **3.9 Custodian**

**Central Depository Company Pakistan Limited (CDC)** Trustee will also be performing the functions of the custodian of the Trust Property. The salient features of the custodial function are:

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

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

### **3.10 Distributors/Facilitators**

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

3.10.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holders, including receiving applications for change of address or other particulars

or applications for issuance of duplicate certificates, requests for income tax exemption or Zakat exemption, etc. for immediate transmission to the Management Company or Transfer Agent as appropriate for further action. The Management Company shall remunerate the Distributors out of its resources and/or from Sales Load.

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

### **3.11 Auditors**

*KPMG Taseer Hadi & Co.  
Chartered Accountants,  
Sheikh Sultan Trust Building No. 2,  
Beaumont Road,  
Karachi-75530, Pakistan*

- 3.11.1 They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Ordinance, as amended from time to time. The appointment of Auditor and contents of the Auditor's report shall be in accordance with the provisions of the Rules and Regulations.
- 3.11.2 The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Custodian, Transfer Agent or elsewhere and shall be entitled to require from the Management Company, Trustee and their Directors, Officers and Agents such information and explanations as considered necessary for the performance of audit.
- 3.11.3 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.
- 3.11.4 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.
- 3.11.5 The contents of the Auditors report shall be as mentioned in the Regulations.

### **3.12 Legal Advisors**

M/s Jooma Law Associates  
205,E.I. Lines, Dr.Daudpota Road,  
Karachi.

### **3.13 Bankers**

Meezan Bank Ltd.
Al-Baraka Islamic Bank

Bank Islami Pakistan Ltd.	
Dubai Islamic Bank	
Askari Commercial Bank Ltd.	(IBD)
Bank Al-Habib	(IBD)
Bank Al-Falah Ltd.	(IBD)
Bank of Khyber	(IBD)
Faysal Bank - Barkat	(IBD)
Habib Bank Ltd.	(IBD)
Habib Metropolitan Bank	(IBD)
MCB Bank	(IBD)
National Bank of Pakistan	(IBD)
Silk Bank - Emaan	(IBD)
UBL - Ameen	(IBD)

### 3.13.1 Bank Accounts

- (a) The Trustee, at the request of the Management Company, shall open Shari'ah Compliant Bank Account(s) titled **CDC-Trustee NAFA Islamic Active Allocation Plan-VI/VII<sup>1</sup>VIII<sup>2</sup> & CDC-TRUSTEE NAFA ISLAMIC CAPITAL PRESERVATION PLAN-I<sup>3</sup>/II<sup>4</sup>** for the Unit Trust at designated Bank(s) inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust's funds.
- (b) The Management Company may also require the Trustee to open Shari'ah Compliant Bank Account(s) as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.
- (c) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the respective Allocation Plan.
- (d) All income, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
- (e) The amounts received from the Investors before the Initial Period shall be deposited in a Shari'ah Compliant Bank Account of the respective Allocation Plan and any income, profit etc earned and/or accrued on the investments of that amount up to and including the day before the opening of Initial Period shall not form part of the Trust Property and shall be paid by the Management Company or the Trustee to those Investors participated before the Offering Period, either in cash or in additional Units as selected by those Investors, in proportion of their investments.
- (f) The Trustee shall, if requested by the Management Company at its discretion also open a separate Account designated by the Management Company. These account(s) may be used for the purpose of collection of sale proceeds, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Such account(s) may also be used for temporary

parking for the purpose of redemption. Provided however, in relation to the other unit trusts managed by the Management Company mentioned above, there are similar provisions in the trust deeds of such Funds and have Trustee as common between them such accounts shall be in the title of **CDC-Trustee NAFA Funds**.

- (g) All bank accounts should require prior approval of the Shari'ah Advisor before opening.

### **3.14 Rating of the Scheme**

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

### **3.15 Minimum Fund Size**

The minimum size of an open end scheme shall be one hundred million rupees at all times during the life of the scheme. In case of after the initial public offering or subsequently at any time if the size of open end scheme falls below that minimum size of one hundred million rupees, the asset management company shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for conservative ninety (90) days the asset management company shall immediately intimate the grounds to the commission upon which it believes that the scheme is still commercially viable and its objective can still be achieved.

## **4. CHARACTERISTICS OF UNITS**

### **4.1 Units**

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

### **4.2 Classes of Units**

- (a) Class "A" (Pre-IPO Units) shall be issued to the Pre-IPO Investors and may be charged a Front-end Load, at the discretion of the Management Company.
- (b) Class "B" Units shall be issued to investors at the Offer Price, during the Initial Offering and may be charged a Front-end Load, at the discretion of the Management Company.
- (c) Class "C" (Bonus Units): are the Bonus Units, which may be issued to the Unit Holders in case of stock dividend from time to time. These units shall not be charged with any Front-end Load
- (d) Class "D" (re-investment of Cash Dividend): are the Units, which will issued to the Unit Holders in case of reinvestment of any Cash Dividends announced (as defined in clause 5.5) from time to time, net of any applicable taxes. These units shall not be charged with any Front-end Load.

*Note: No sales load will be charged if the investor approaches directly for investment or where Transactions are done online, through website of the AMC.*

Class A and B units will be charged a contingent load, as disclosed in the annexure B of this offering document

Irrespective of the different classes of Units as set out above, all Units of an Allocation Plan issued from time to time shall rank *pari passu* inter se and shall have such rights as are set out in the Trust Deed and this Offering Document unless stated otherwise.

If a Unit Holder does not state his preference between getting a cash dividend or re-investing the dividend during the account opening stage, he will automatically be put in the dividend re-investment category. However, before a dividend is announced the Unit Holder can change this, opting for a cash dividend using a “Special Instruction Form”

#### **4.3 Purchase and Redemption of Units**

- (a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in of this Offering Document.
- (b) Units are issued after realization of subscription money
- (c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (d) The Management Company may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of Funds or to meet any regulatory requirements.

#### **4.4 Procedure for Purchase of Units**

##### **4.4.1 Who Can Apply?**

Any investor or any related group of investors qualified or authorized to purchase the Units may make applications for the Purchase of Units of Allocation Plans under the Fund. Application may be made pursuant to the procedures described in paragraph 4.4.2 below by any qualified or authorized investor(s) including, but not limited to, the following:

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

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

**How can Units be purchased?**

**4.4.2 Account Opening Procedure**

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

- (a) Before purchasing Units of the Fund an investor must open an account with Management Company using the Account Opening Form (Form 01) attached to this Offering Document.
- (b) In case of individuals, a photocopy of the Computerized National Identity Card (CNIC), NICOP or Passport etc of the applicant or any other form of identification acceptable to the Management Company needs to be furnished
- (c) In case of a body corporate or a registered society or a trust the following documents would be required,
  - (i) Duly certified copy of the memorandum and articles of association/ Charter/ Byelaws or rules and regulations;
  - (ii) Duly certified copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officers to invest the Funds and/ or to realize the Investment and;
  - (iii) Duly certified copy of the Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.
- (d) In case of existing Unit Holders, if any of the documents (in a-c above) have previously been submitted with the Management Company and/or Transfer Agent, fresh submission of documents will not be required provided that submitted documents are acceptable to Management Company. However, the account number must be provided to facilitate linking.

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

- (e) The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- (f) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the meanwhile the application will be held in abeyance for fifteen days and in the event the discrepancy is not removed in the said



fifteen days, the amount will be refunded without any profit or mark-up. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.

- (g) The Investor Account Opening Form can be lodged with any Distributor or directly lodged with the Management Company. No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- (h) The Management Company will make arrangements, from time to time, for receiving Account Opening Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

#### 4.4.3 Joint Application

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

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

#### 4.4.4 Purchase of Units

- (a) After opening an account an account holder may purchase Units of the Allocation Plans under the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.
- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "Account Payee only" as specified below;
  - Demand draft or Pay order in favor of **CDC-Trustee NAFA Islamic Active Allocation Plan – VI/VII<sup>1</sup>/VIII<sup>2</sup> & CDC-TRUSTEE NAFA ISLAMIC CAPITAL PRESERVATION PLAN I<sup>3</sup>/II<sup>4</sup>**

- Online transfer to Bank Account(s) of **CDC-Trustee NAFA Islamic Active Allocation Plan – VI/VII<sup>1</sup>/VIII<sup>2</sup> & CDC-TRUSTEE NAFA ISLAMIC CAPITAL PRESERVATION PLAN I<sup>3</sup>/II<sup>4</sup>**
- 
- Cheque (account payee only marked in favor of **CDC-Trustee NAFA Islamic Active Allocation Plan – VI/VII<sup>1</sup>/VIII<sup>2</sup> & CDC-TRUSTEE NAFA ISLAMIC CAPITAL PRESERVATION PLAN I<sup>3</sup>/II<sup>4</sup>**
- 
- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be validly issued by Distributors.
- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company will make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

#### 4.4.5 Minimum Amount of Investment

Initially Units shall be issued at Par Value of **Rs.100/-** with a minimum investment size of **Rs. 10,000** (Rupees ten thousand only) and thereafter the minimum amount for investment would be of **Rs. 1,000** per transaction, at applicable NAV or purchase price, other than reinvestment of Dividend and Bonus Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively.

#### 4.4.6 Determination of Purchase (Public Offer) Price

- (a) Units offered during the Initial period will be as specified in clause 1.6.
- (b) After the Initial Period, the Purchase (Offer) Price for the Unit(s) offered through Public Offering, shall be determined from time to time pursuant to the Sub clause (c) hereafter and shall be announced by the Management Company for Dealing Days during the period when the respective Allocation Plan is open for subscription.
- (c) The Purchase (Offer) Price of units of Allocation Plan(s) shall be equal to the sum of:
  - (i) The Net Asset Value of the Allocation Plan(s) as of the close of the Business Day (Forward pricing)
  - (ii) Any Front-end Load as disclosed in this Offering Document.
  - (iii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and

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

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

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

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

#### **4.4.7 Allocation/ Issue of Units**

- (a) The Purchase Price determined at the end of the Dealing Day for Units of the Allocation Plan(s) shall apply to all Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.
- (b) Units will be allocated at the Purchase Price as determined in clause 4.4.6 above and issued after realization of Funds in the bank account of the Fund.
- (c) The Transfer Agent shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.
- (d) In case the Management Company announces a suspension of further issue of Units of an Allocation Plan under the Fund, it may allow existing Unit Holder of that Allocation Plan to continue acquiring Units out of any dividend declared on the Units held in the pertinent Allocation Plan. If issue of units of an Allocation Plan is suspended, Units of other Allocation Plan(s) under the Fund may continue unaffected.

#### **4.4.8 Issuance of Physical Certificates**

- (a) Unit Certificates will be issued only if requested by the Unit Holder.
- (b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of Rs25 per Certificate or any other amount as determined by the Management Company from time to time.
- (c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder or to the address of the first named Joint Unit Holder, if the relevant Unit or Units are jointly held.
- (d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.

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

#### 4.4.9 Replacement of Certificates

- (a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- (b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- (c) Each new issue of Certificates will require payment of **Rs25** per Certificate, subject to revisions of fee from time to time by the Management Company.

#### 4.4.10 Issuance of Units in Book Entry form in CDS

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

### 4.5 Procedure for Redemption of Units

#### 4.5.1 Who Can Apply?

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

#### Redemption Application Procedure

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

- 4.5.2 The Management Company may redeem only part of the Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.
- 4.5.3 The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- 4.5.4 In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the investor account opening Form.
- 4.5.5 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint Unit Holder on any document required to be signed by him under or in connection with the application

for redemption of Units may be verified by Management Company or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.

- 4.5.6 The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.
- 4.5.7 If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.
- 4.5.8 The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.
- 4.5.9 The amount payable on redemption shall be paid to the Unit Holder or first named joint Unit Holder by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form within six Business Days from the date of presentation of the duly completed Redemption form, electronic or otherwise, at the Authorized Branch or office of the Distributor or the Management Company.
- The amount can also be paid to the third party upon instruction of the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form.

- 4.5.10 No Money shall be paid to any intermediary except the Unit Holder or his authorized representative.
- 4.5.11 The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the Commission.
- 4.5.12 The receipt of the Unit Holders for any amount payable in respect of the Units shall be a good discharge to the Trustee and the Management Company. In case of joint Unit Holders any one of them may give effectual receipt for any such moneys.
- 4.5.13 Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Dealing Days. Where redemption requests on any one Dealing Day exceed ten (10) percent of either the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the **Clause 4.10.4**.
- 4.5.14 On the occurrence of any circumstance specified in the Regulation or the Deed that may require the Fund should be suspended, the Management Company shall suspend the Sale and Redemption of Units and the intimation of suspension shall be made to the Unit Holders, the Trustee and the Commission according to the procedure laid down in the Regulation.
- 4.5.15 Redemption of Units in Book Entry form in CDS

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

4.5.16 A request for redemption of Units may also be made through SwiftPay mechanism. Through SwiftPay, unit holders may also redeem their investment upto 90% of the market value of the available units or Rs. 5 million, whichever is lower. Details procedures for SwiftPay Redemption are available on our website i.e. [www.nbpffunds.com](http://www.nbpffunds.com).

Unit Holders may redeem their units by using ATM/Debit Card and Click Pay facility. The redemption of units through this facility will be in accordance with the procedure available on NBP Funds website.<sup>8</sup>

#### **4.6 Purchase (Public Offer) and Redemption (Repurchase) of Units outside Pakistan**

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

certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.

- 4.6.2 In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company, nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time
- 4.6.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising therefrom.

#### **4.7 Determination of Redemption (Repurchase) Price**

- 4.7.1 After the Initial Offer the Redemption ( Repurchase) Price of units of any Allocation Plan shall be equal to the Net Asset Value of the pertinent Allocation Plan as of the close of Business Day (forward pricing) less:
- (a) Any Back-end Load as per the details in this Offering Document Annexure B; and;
  - (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges and other levies etc; and
  - (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
  - (d) Such sum shall be adjusted downward to the nearest paisa

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

- 4.7.2 The Repurchase (Redemption) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which a correctly and properly filled redemption application is received.
- 4.7.3 The Redemption Price of Units of Allocation Plans determined by the Management Company shall be made available for every Dealing day to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company's and MUFAP's website.

#### **4.8 Procedure for Requesting Change in Unit Holder Particulars**

##### **4.8.1 Who Can Request Change?**

All Unit Holders are eligible to change their Unit Holder details if they so desire. For such change in particulars, a request shall be made via the Special Instructions Form (Form 07). These Forms may be obtained from Distributors or Investment Facilitators or from the

Management Company or through its website. However, if Units are held in CDS account then request should be made through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

#### 4.8.2 Application Procedure for Change in Particulars

(a) Some of the key information which the Unit Holder can change is as follows:

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

Change will not be allowed in Title of account, CNIC and Joint holders details.

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



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

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

Units of later Scheme(s) / Allocation Plan at the relevant price applicable for the day. The Transfer Agent or Management Company itself shall carry out the conversion after satisfying that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. The Management Company may impose a time limit before which conversion may not be allowed.

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

**4.8.10 Partial Transfer**

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

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

**4.9.1 Who Can Apply?**

- (a) All Unit Holders of Allocation Plans are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form as attached in Annexure “E” of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.
- (b) Any Unit Holder of Allocation Plan(s) either singly or with Joint Unit Holder(s) (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her/ their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien. The pledge / lien / charge shall not be issued to facilitate Unit Holder(s) for obtaining any interest bearing loan or debt.
- (c) The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.
- (d) Payments of cash dividends or the issue of bonus Units and redemption proceeds of the Units or any benefits arising from the said Units that are kept under lien / charge / pledge shall be paid to the order of the lien / charge / pledge holder's bank account or posted to the registered address of Pledgee mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledgor as per Central Depositories Act.

- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by both Individuals and/or non-individuals Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.
- (g) All risks and rewards, including the right to redeem such Units and operate such account, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

#### **4.10 Temporary Change in Method of Dealing, Suspension of Dealing and Queue System**

##### **4.10.1 Temporary Change in the Method of Dealing**

Under the circumstances mentioned in Clause 4.10.2 & 4.10.3, Subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. A permanent change in the method of dealing shall be made after expiry of at least one month's notice to Unit Holders and with the approval of Trustee.

##### **4.10.2 Suspension of Fresh Issue of Units**

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

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

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

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

In case of suspension of issuance /redemption of Units of Allocation Plan(s), the issuance/redemption of other Allocation Plan(s) may continue unaffected.

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

#### **4.10.3 Suspension of Redemption of Units**

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

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

#### **4.10.4 Queue System**

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

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

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

### **5. DISTRIBUTION POLICY**

#### **5.1 Declaration of Dividend**

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

The Management Company on behalf of the Scheme / Allocation Plan shall, for every accounting year, distribute by way of dividend to the Unit Holders, not less than ninety per

cent of the accounting income of the Collective Investment Scheme received or derived from sources other than capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.

This will be done through distribution by way of dividends, for every accounting year, to the Unit Holders of each Allocation Plan, not less than ninety percent of the accounting income for the pertinent Allocation Plan, received or derived from sources other than capital gains as reduced by such expenses pertaining to that Allocation Plan.

For the purpose of this Clause the expression “accounting income” means income calculated in accordance with the requirements of International Accounting Standards (IAS) as are notified under the Companies Ordinance, 1984, the Regulations and the directives issued by SECP. Wherever the requirement of Regulations or the directives issued by SECP differs with the requirement of IAS, the Regulations and the said directives shall prevail.

## 5.2 Determination of Distributable Income

~~The amount available for distribution in respect of any Accounting Period shall be the sum of all income other than capital gains, from which shall be deducted:~~

- ~~• the expenses, as stated in Clause 6.2 to 6.4 of this Offering Document; and~~
- ~~• any taxes of the Fund~~

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

The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company and shall be the sum total of:

- a) The total income earned on the Trust Property during such Accounting Period including all amounts received in respect of payouts, profit etc.
- (b) Whole or part of the realized and/or unrealized appreciation of Investment Assets, at the option of the Management Company.
- (c) From the above amounts shall be deducted expenses and such other adjustment as the Management Company may determine.<sup>10</sup>

## 5.3 Payment of Dividend

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

## 5.4 Dispatch of Dividend Warrants/Advice

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

### **5.5 Reinvestment of Dividend**

The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) to have Cash/ Dividend announced for each Allocation Plan be reinvested on behalf of the investor through issuance of new units of the pertinent Allocation Plan, within the Unit Holder Register after deducting applicable taxes. The Unit Holders shall be entitled to change such option.

### **5.6 Bonus Units/Unit issuance for re- investment of Dividend**

The Management Company may decide to distribute, wholly or in part, any capital gains in the form of stock dividend (comprising of Bonus Units of the Trust), for each Allocation Plan under the Fund, if it is in the interest of Unit Holders and when an amount of not less than ninety percent of distributable income has already been distributed as cash. After the fixing of the rate of distribution per Unit of an Allocation Plan, the Management Company shall, under intimation to the Trustee, issue additional Class “C” Units for Stock Dividend and Class “D” units for reinvestment of Cash Dividend in the name of the Unit Holders of pertinent Allocation Plan. The Class “C” and Class “D” units would rank pari passu as to their rights in the Net Assets, earnings and receipt of dividend and distribution with the existing Units of the pertinent Allocation Plan from the date of issue of these Units. The account statement (electronic or physical) or Unit Certificate shall be dispatched to the Unit Holder within fifteen days of the issue of these Units

### **5.7 Closure of Register**

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

## **6. FEE AND CHARGES**

### **6.1 Fees and Charges Payable by an Investor**

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

#### **6.1.1 Front-end Load**

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

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

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

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

**6.1.2 Contingent Load**

Contingent Load deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Contingent Load may be applied to different classes of Units, but Unit Holders within a class shall be charged same level of Contingent load. Management Company may change the current level of Contingent Load after giving 90 days prior notice to the Unit Holder through newspaper (either Urdu or English Newspaper) and via post and the unit holders shall be given an option to exit at the applicable NAV without charge of any additional exit load as specified in the Regulation.

The current level of Contingent Load is indicated in Annexure B.

**6.1.3 Other Charges**

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

Units issued to an Account holder through conversion from another scheme run by the Management Company or Allocation Plan under the Scheme shall be issued at a price based on the Net Asset Value of the Allocation Plan on that date, plus the applicable Front-end Load.

**6.1.4 Expenses borne by the Management Company and the Trustee**

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

Any cost associated with sales, marketing and advertisement of collective investments schemes shall not be charged to the collective investment schemes

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

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

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

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

Separate expense & income accounts may be set up for each Allocation Plan. The following expenses shall be borne by the Fund.

### **6.2.1 Remuneration of the Management Company**

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

Current level Management Fee is disclosed in **Annexure “B”**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to giving a ninety (90) days prior notice to the unit holders and the unit holders shall be given an option to exit at the applicable NAV without charge of any exit load.

### **6.2.2 Remuneration of the Trustee**

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

The remuneration shall begin to accrue following the expiry of the Initial Period. For any period other than an Annual Accounting Period such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in an Annual Accounting Period concerned. Any upward change in the remuneration of trustee from the existing level shall require prior approval of the Commission.

## **6.3 Formation Costs**

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

## **6.4 Other costs and expenses**

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

- (i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- (ii) All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee's name.



- (iii) Legal and related costs incurred in protecting or enhancing the interests of the Unit Holders.
- (iv) Bank charges, financing and financial costs;
- (v) Auditors' Fees and out of pocket expenses.
- (vi) printing costs and related expenses for issuing Fund's quarterly, half yearly and annual reports
- (vii) Fund rating fee payable to approved rating agency.
- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed
- (ix) Fee pertaining to the Fund payable to the Commission.
- (x) Taxes, fees, , duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for management of Fund).
- (xi) Charges and levies of stock exchanges, national clearing and settlement company, CDC charges.
- (xii) Any amount which the SSB may declare to be Haram and to be paid to approved institution.
- (xiii) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.

## **7. TAXATION**

### **7.1 Taxation on the Income of the Fund**

#### **7.1.1 Liability for Income Tax**

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

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

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

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

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

Notwithstanding the tax rate given above, the income from the Fund will be exempted from tax if not less than 90% of the income for the year as reduced by capital gains whether realized or unrealized is distributed amongst the Unit Holders as dividend.

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

### **7.2 Withholding tax**

Under the provision of Clouse 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from dividend from (Shari'ah compliant) term finance certificates, Sukuks, return on (Riba free) deposits with banks/financial institutions, return

from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax.

### **7.3 Zakat on Fund**

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

### **7.4 Taxation and Zakat on Unit Holders**

#### **7.4.1 Taxation on Income from the Fund of the Unit Holder**

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

#### **7.4.2 Unit Holders of the Fund will be subject to Income Tax as applicable on dividend income distributed by the Fund**

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

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

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

#### **7.4.5 Tax Credit to Unit Holders**

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

#### **7.4.6 Zakat**

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

### **7.5 Disclaimer**

The tax and Zakat information given above is based on the Management Company's tax advisor's interpretation of the law which, to the best of the Management Company's understanding, is correct. Investors are expected to seek independent advice so as to determine the tax consequences arising from their investment in the Units of the Fund. Furthermore, tax and Zakat laws, including rates of taxation and of withholding tax, are

subject to amendments from time to time. Any such amendments in future shall be deemed to have been incorporated herein.

## **8. REPORTS TO UNIT HOLDERS**

### **8.1 Account Statement**

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

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

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

### **8.2 Financial Reporting**

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

### **8.3 Trustee Report**

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

### **8.4 Fund Manager Report**

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

## **9. WARNING AND DISCLAIMER**

### **9.1 Warning**

- 9.1.1 If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Legal advisor, or other financial advisor. The price of the Units of the Allocation Plan(s) and the income of the Allocation Plans (from which distributions to Unit Holders is made) may increase or decrease.
- 9.1.2 Investment in Allocation Plans under this Fund is suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the

financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

## **9.2 Disclaimer**

9.2.1 The Units of ~~the Allocation Plans under the Fund NIAAP-VI<sup>1</sup>/VII<sup>2</sup>/NICPP-I<sup>3</sup>/NICPP-II<sup>4</sup>~~ are not bank deposits and are neither issued by, insured by, obligation of, nor otherwise supported by SECP, any Government Agency, Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Pre-IPO Investors or any other bank or financial institution. The portfolio of ~~the Allocation Plan(s) NIAAP-VI<sup>1</sup>/VII<sup>2</sup> /NICPP-I<sup>3</sup>/NICPP-II<sup>4</sup>~~ is subject to market risks and risks inherent in all such investments.

9.2.2 Allocation Plans' target return/ dividend range cannot be guaranteed. Allocation Plans' Unit price is neither guaranteed nor administered/ managed; it is based on the NAV that may go up or down depending upon the factors and forces affecting the capital markets and interest rates.

## **10. GENERAL INFORMATION**

### **10.1 Accounting Period / Financial Year of the Fund**

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

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

### **10.2 Inspection of Constitutive Documents**

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

~~NBP Fullerton Asset~~NBP Fund Management Limited  
Clifton Diamond Building  
7<sup>th</sup> Floor, Block 4, Scheme 5,  
Clifton Karachi,  
Pakistan

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

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

- (i) the Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;
- (ii) where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the

concerned scheme pass a resolution or have given consent in writing that the scheme be transferred to another Management Company;

- (iii) if in the opinion of the Commission further management of the Fund by the existing Management Company is detrimental to the interest of the Unit Holders, the Commission may direct the Trustee to transfer the Fund to another Management Company.
- (iv) If the Management Company may retire voluntarily with the prior written consent of the Commission.

#### **10.4 Extinguishment/Revocation of the Fund**

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

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

#### **10.5 Procedure and manner of Revocation of the Allocation Plan(s) under the Fund**

Revocation of the Allocation Plan(s) under the Fund shall be done in accordance with the procedures and in the manner as mentioned in the Regulations or through circulars / guidelines issued by the SECP & Sharia'h Supervisory Board from time to time.

**10.6 Distribution of proceeds on Revocation**

In case of Revocation of the Allocation Plan(s) under the Fund the Trustee shall according to the procedure laid down in Regulations refund the net proceeds to the Unit Holders of pertinent Allocation Plan in proportion to the number of units held by them.

## 11. GLOSSARY

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

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

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

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

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

**“Allocation Plan(s)”** mean(s) approved Plan(s) offered under the Scheme. Each Allocation Plan shall invest only in permissible Shari’ah Compliant Collective Investment Schemes and/ or other instruments as approved by the Commission and Shari’ah Advisor.

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

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

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

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

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

**“Authorized Investments”**

Authorized Investments are those as defined in the clause 2.1.1 of this Offering Document

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

**“Bank”** means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if

operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.

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

**“Bond Event”** means a trigger point, whereby Plan’s Net Assets is about to hit or actually hits the Bond Floor, which if reached will cause the Plan’s Net Assets to be invested hundred percent (100%) in the Principal Preservation Segment till the remaining Life of the Plan. From thereon, there shall be no further exposure in the Investment Segment of the Plan.<sup>3</sup>

**“Bond Floor”** means the present value of the Initial Plan Size (adjusted for redemptions, if any, during the Life of the Plan and inclusive of any Front-end Load). It can be defined as the minimum value the Plan should have on a given day, to be able to provide Principal Preservation of the Initial Investment Value, if investments are held four twenty four months and beyond. The Management Company shall use the actual yield of the fund based on current portfolio to compute the Bond Floor daily.<sup>3</sup>

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

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

**“Capital Preservation”, “Principal Preservation”** means that the investment strategy of the Plan is such that the Net Realizable Value of investment should not fall below the Initial Investment Value, subject to the Offering Document, and if the Units are held till twenty four months and beyond. The Management Company envisages the provision of Capital Preservation through the use of the Constant Proportion Portfolio Insurance (CPPI) Methodology.<sup>3</sup>

**“Capital Preservation Segment” means**

a. Money Market Scheme(s) offered by the Management Company and other AMC’s

b. bank accounts and TDRs (excluding , Certificate of Investments, & Certificate of Deposits)

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

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

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

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

**“CPPI”** means Constant Proportion Portfolio Insurance.<sup>3</sup>

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“CPPI Methodology” is an internationally recognized, dynamic asset allocation methodology comprising of a versatile and flexible framework that allocates plan’s Net Assets between Equity and Debt/Money Market/Sovereign income instruments in a way that the exposure to equity is increased as Plan’s Net Assets increases and reduced as Plan’s Net Assets declines, while simultaneously aiming to provide capital Preservation at completion of twenty four months and beyond.<sup>3</sup>

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

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

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

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

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

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

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

- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- b. issuing receipts in respect of (a) above;
- c. interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for

- change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
- d. accounting to the Management Company for all: (i) payment instruments received from the applicants for issuance of Units; (ii) payments instruments to the Holders on redemption of Units; and ( ) expenses incurred in relation to the Distribution Function.
  - e. the above functions may be performed electronically, if appropriate systems are in place.

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

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

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

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

**“Financial Sector”** shall comprise of the savings and term deposits / certificates/ securities/ instruments issued by the entities of Banking Sector, Financial Services Sector, Life Insurance Sector and Non- Life Insurance Sector as classified by Karachi Stock Exchange and DFIs.

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

It means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element

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

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

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

**“Gap Event”** means an event, whereby, Plan’s Net Assets falls below the Bond Floor.

**“Gap Risk”** means the probability of occurrence of a Gap Event. This risk pertains to the Gap event where the Portfolio Value falls below the Present Value (bond floor) of the capital preservation amount required at the end of twenty four months and beyond

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

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

**Initial Fund Size** means the proceeds of units issued to Class A and Class B units till the close of Initial Offering Period.

**“Initial Investment Value”** means the amount determined by multiplying price per unit paid by the Unit Holder with the number of capital Preservation Units purchased and held by such Unit Holder for twenty four months and beyond.<sup>3</sup>

**“Investment Segment”** means the portion of investment generally made in Authorized Investments as mentioned under Clause 2.1.1 under ‘Authorized Investments’ with an objective of providing Unit Holders a higher return.

The Investment Segment of the Plan is further divided into:

**I. “Shariah Compliant Money Market Component”**

[a. Shariah Compliant Money Market Scheme\(s\) offered by the Management Company and other AMCs](#)

[b. Shariah Compliant bank deposits and TDRs \(excluding TDRs, Certificate of Investments, & Certificate of Deposits\)](#)

**II. “Shariah Compliant Equity Component”**

[a. Shariah Compliant Equity based schemes offered by the Management Company and other AMCs<sup>3</sup>](#)

**“Initial Maturity”** means twenty four (24) months from the commencement of the Life of NAFA Islamic Active Allocation Plan –VI, and as mentioned in supplemental Offering Documents for additional Allocation Plans.

**“Initial Period” or “Initial Offering Period”** will start from April \_\_, 2017 means a period determined by the Management Company during which Units will be offered as mentioned in clause 1.5 of this Offering Document.

[\*\*“Initial Plan Size”\*\* means the proceeds of Units issued to Class “A” Units till the close of Initial Offering Period](#)

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

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

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

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

[\*\*“Life of the Plan”\*\* means duration of the Plan. It starts from the day following realization of all investment proceeds raised till the close of the Initial Period. The Life of the Plan shall start no later than seven \(7\) seven business days from the close of Initial Offering Period.](#)

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

**“Management Company”** is defined in the preamble hereto;

[\*\*“Multiplier”\*\* is a measure of risk applied to the Plan’s Net Assets, to determine the amount of Net Assets to be allocated to the Equity Component. A higher Multiplier means greater allocation to Equity Component; whereas a lower Multiplier means greater allocation to the Money Market/Sovereign Income Component. The Management Company may, at its discretion, change the Multiplier from time to time, based on the market conditions and as per the limits defined in Circular No. 18 of 2015.<sup>3</sup>](#)

**“Net Assets of the Allocation Plan”**, means the excess of assets over liabilities of pertinent Allocation Plan being offered under the Fund, such excess being computed in the manner as specified in the Regulation.

**“Net Assets of the Scheme”** means the excess of assets over liabilities of all Allocation Plans combined together, such excess being computed in the manner as specified under Regulations.

**“Net Asset Value” or “NAV** “of the Allocation Plan means per Unit Value of the pertinent Allocation Plan(s) being offered under the Fund arrived at by dividing the Net Assets of the Allocation Plan(s) by the number of Unit(s) outstanding for such Allocation Plan(s). The NAV of each Allocation Plan shall be announced on each Dealing Day as per the directions of the Commission from time to time..

**“Net Realizable Value” means the proceeds paid to the Unit Holder at completion of duration of the Plan<sup>3</sup>**

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

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

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

**“Ordinance”** means the Companies Ordinance, 1984.

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

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

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

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

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

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

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

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

- a. Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;

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

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

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

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

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

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

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

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

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

**“Shari’ah”** means divine guidance as given by the Holy Qur'an and the Sunnah of Holy Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith, including beliefs, practices, rules and principles as per the interpretation of the SSB of the fund.

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

Plan to which the costs may be applicable in determining the Repurchase (Redemption) Price..

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

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

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

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

**“Trust Property under Allocation Plan”** means the aggregate proceeds of all units of the pertinent Allocation Plan issued from time to time after deducting Duties and Charges, and after deducting there from any applicable Front-end Load and includes Investment and all income, profit and other benefits arising wherefrom and all cash, bank balances and other assets and property of every description from the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) of the pertinent Allocation Plan, pursuant to this Deed, but does not include any amount available for distribution in the Distribution Account. Contingent Load and any profit on the Distribution Account of the Allocation Plans shall also form part of the Fund Property of Allocation Plan.

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

**“Unit”** means one undivided share in the Net Asset of the Allocation Plan(s) being offered under this Scheme and where the context so indicating a fraction thereof.

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

ANNEXURES

**Annexure – A**

**Central Depository Company of Pakistan Limited  
Tariff Structure of Trusteeship of Open – End Mutual Funds**

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

Net Assets	Tariff
Up to 1 billion	0.10% p.a. of Net Assets.
Over 1 billion	Rs. 1.0 million plus 0.075% p.a. of Net Assets, on amount exceeding Rs.1 billion.

0.070% p.a. of Net Assets<sup>9</sup>



**Annexure – B****CURRENT LEVEL OF FRONT END LOAD AND BACK END LOADS****% OF NAV  
Front End Load**

Class – A	0% to 3%
Class – B	0% to 3%
Class – C	0%
Class – D	0%

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

The Front end load is maximum upto 3% of the NAV per Unit, however if the transactions are done online or through website of the AMC, the load will be maximum upto 1.5% of the NAV per unit.

The Management Company has discretion to charge different level of load to different classes of investors.

Back end Load  
Nil

Contingent Load

NIL

Para No.	Amended/ New Clause
<b>Clause 4.2 &amp; Annexure B</b>	Note: Where transactions are done <b>online or through website</b> , the AMC may charge sales load up to 1.5% according to above schedule. However, if the investor approaches directly for investment, sales load will be charged according to the above schedule.

**CURRENT LEVEL OF MANAGEMENT FEE**

- Where underlying investment is a Collective Investment Scheme managed by the Management Company ([NBP FUNDS NAFA](#)), no additional management fee will be charged.
- Where cash in bank accounts is maintained, the management fee of 1% ~~1.25%~~<sup>1,2,3</sup> will be charged on average annual net assets that have been placed in cash and Shariah Compliant bank accounts/term deposits will be charged on the daily basis.

**BUSINESS HOURS AND CURRENT CUT OFF TIME**

**Business Hours**

Monday to Friday 9:00am to 6:00pm

**Cut off Time**

Monday to Thursday 9:am to 5pm  
Friday 9am to 5:30pm

The Cut-Off Time may vary from time to time as may be determined by the Management Company, under intimation to the trustee and SECP and the same shall be communicated to the Unit Holders before such unit transactions shall be effectuated.

**Annexure – C**

**LIST OF DISTRIBUTION OFFICES**

1. ~~NBP Fullerton Asset~~**NBP Fund** Management Limited  
2. National Bank of Pakistan

**NBP-FULLERTON-ASSETNBP FUND MANAGEMENT LIMITED**

**(a) Head Office**

7th Floor Clifton Diamond Building, Block No. 4, Scheme No, 5, Clifton, Karachi.  
UAN: 021-111-111-632(NFA)  
Toll Free: 0800-20001  
www.nafafunds.com  
info@nafafunds.com  
Fax: 021-35825329 (Marketing)

**(b) Sales Centre (Karachi)**

Plot Number 19/C, Bukhari Commercial, Lane 10, Phase 6, DHA Karachi  
Ph: 021-35851542

**(c) Lahore Office**

7-Noon Avenue, Canal Bank, Muslim Town, Lahore.  
UAN # 042-111-111-632.  
Fax # 042-35861095

**(d) Islamabad Office**

Plot # 395-396 Industrial Area, I-9/3, Islamabad  
UAN # 051-111-111-632  
Fax # 051-4859029

**(e) Peshawar Office**

Haji Tehmas Centre, Near K.F.C., Tehkal Payan, University Road, Peshawar.  
Ph: 091-5711776  
UAN # 091-111-111-632  
Fax # 091-5711780

**(f) Multan Office**

NBP City Branch, Hussain-a-Gahi, Multan.  
UAN # 061-4502204  
Fax # 061-4502203

**(g) Hyderabad Office**

National Bank of Pakistan, Fatima Jinnah Branch, 1st Floor,  
NAFA, Fatima Jinnah, Road, Hyderabad.

**NATIONAL BANK OF PAKISTAN**

**PREMIER AUTHORIZED BRANCHES**

S. No.	Branches
1	Abdullahpur Branch Faisalabad
2	Acp Corporate Branch Shadman Lahore
3	Airport Branch Karachi
4	Alamgir Road Branch Karachi
5	Allama Iqbal Town Branch Lahore
6	Binori Town Branch ,Karachi
7	Blue Area Branch Islamabad
8	Bund Road Branch , Lahore
9	City Branch, Multan
10	City Branch, Sialkot
11	Civic Centre Karachi
12	Civil Lines Branch, Faisalabad
13	Civil Lines Branch, Gujranwala
14	Clifton Block -2 Karachi
15	Defence Housing Society Branch Karachi
16	Dhs Y Block Branch Lahore
17	Dhs T Block Lahore
18	F10 Markaz Islamabad
19	F-8 Islamabad
20	Fatima Jinnah Road Branch Hyderabad
21	FTC Branch Karachi
22	G-9 Markaz Branch Islamabad
23	Gulgasht Colony Branch Peshawar
24	Hayatabad Branch Peshawar
25	Head Office, I.I.Chundrigar Road, Karachi
26	Income Tax Branch Karachi
27	Johar Town Branch Lahore
28	Lahore Cantt Corp Branch

S. No.	Branches
29	Main Branch (Cantt. Branch) Rawalpindi
30	Main Branch Islamabad
31	Main Branch (Hub Branch ) Lahore
32	Model Br.Corporate Br. Clifton Karachi
33	Model Branch Gulberg Lahore
34	Model Town Branch Lahore
35	Multan Cantt. Branch Multan
36	N.E.D.Br Karachi
37	Nadir House Branch Karachi
38	Nazimabad Branch Karachi
39	PAF Chaklala Branch Rawalpindi
40	Peshawar Cantt. Branch
41	Peshawar Road Branch Rawalpindi
42	Rehman Plaza Branch Lahore
43	S.I.E Branch Gujranwala
44	S.I.T.E. Karachi
45	Saddar Branch Karachi
46	Sakhi Hassan Branch Karachi
47	Satellite Town Branch Rawalpindi
48	Satellite Town Gujranwala
49	Shahalam Market Branch
50	Shahdara Branch Lahore
51	Shaheed-E-Millat Road Branch Karachi
52	University Campus Branch Peshawar
53	NBP Khyaban-e-Ittehad Branch DHA Karachi
54	NBP Clifton NDFC Branch. Karachi
55	Korangi Industrial Area Branch Karachi
56	Sharifabad Branch Karachi
57	Kutcheri road Branch Karachi

Annexure – E (all forms are available on web site of NAFA)