

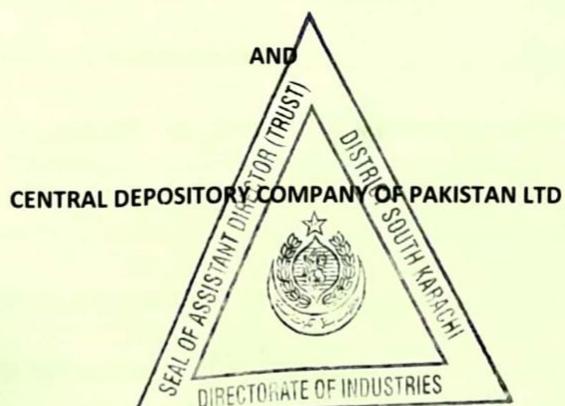
TRUST DEED

OF

IAML EQUITY FUND

BY AND BETWEEN

INTERLOOP ASSET MANAGEMENT LIMITED

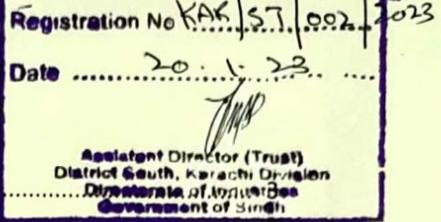


DATED: [08<sup>th</sup> NOVEMBER 2022]



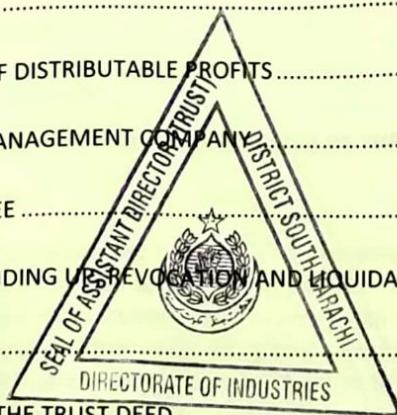
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**STAMP OFFICE CITY COURT, KARACHI**

Issued to M. Wais Khan Adv.  
 CNIC/LEG No. LNO 15113  
 Vide D.S.R No. 06 0 : 07 / 12 / 22  
 On behalf of Challan No. 41 15 07 / 12 / 22  
 for the purpose of Agt  
 Entry No. 86 51 07 / 12 / 22

Rs. Two Thousand Only

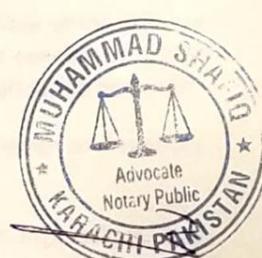
07 DEC 2022

Registration No. CAR/ST/CD/2022  
 Date 20 / 1 / 23

*[Signature]*  
 Assistant Director (Trust)  
 Directorate of Industries  
 Government of Sindh

**TRUST DEED OF IAML EQUITY FUND**

This Trust Deed is made and entered into at Karachi, on this 08<sup>th</sup> day of November, 2022

**1. NAME OF THE SCHEME**

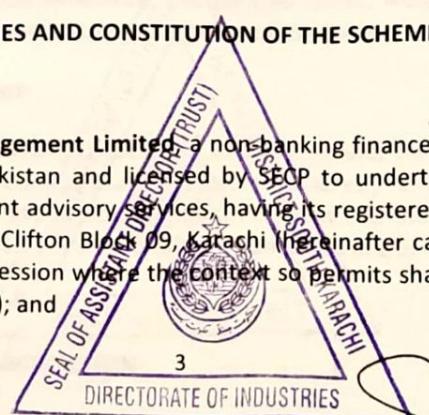
IAML Equity Fund

**2. CATEGORY, TYPE AND BENCHMARK OF THE SCHEME**

Category: Equity Fund  
 Type: Open End  
 Benchmark: KSE-100 Index

**3. PARTICIPATING PARTIES AND CONSTITUTION OF THE SCHEME****3.1 Participating Parties**

- I. Interloop Asset Management Limited, a nonbanking finance company incorporated under the laws of Pakistan and licensed by SECP to undertake asset management services and investment advisory services, having its registered office at Suit No. 205, 2<sup>nd</sup> Floor, The Forum, Clifton Block 09, Karachi (hereinafter called the "Management Company" which expression where the context so permits shall include its successors in interest and assigns); and



Registration No. KAR/ST/002/2023

Date ..... 20/07/2023

Assistant Director (Trust)  
District South, Karachi Division  
Government of Sindh

AND

- II. **Central Depository Company of Pakistan Limited**, a public limited company incorporated in Pakistan under the laws of Pakistan having its registered office at CDC House, 99-B Block 'B' S.M.C.H.S., Main Shahrah-e-Faisal, Karachi (hereinafter called the "Trustee" or "CDC" which expression where the context so permits shall include its successors in interest and assigns).

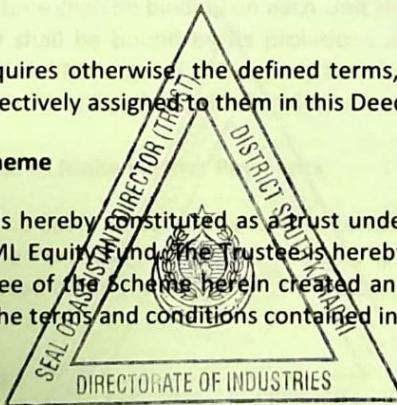
**WITNESSETH**

- A. The Management Company has been licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as "Commission" or "SECP") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof) for the purpose of under taking asset management services under License No AMCW/34/ILAML/IAS/05/2022 attached hereto as Annexure "A";
- B. The Management Company has been conveyed no objection by SECP vide its letter bearing reference No. SCD/AMCW/IAMLEF/392/2022 dated 28.06.2022 attached herewith as Annexure "B" to constitute the Trust under the name and title of "IAML Equity Fund" (hereinafter referred to as the "Scheme" or "Trust" or "Unit Trust" or "Fund") and to register this Trust Deed ("Deed") as a Specialized Trust under the Sindh Trusts Act, 2020, pending registration of the Trust as a notified entity by SECP under Section 282(C) of the Companies Ordinance, 1984 (as saved pursuant to Section 509 of the Act) for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and this Deed;
- C. The Management Company has nominated and appointed CDC as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure "C" attached herewith;
- D. SECP has also approved the appointment of the Trustee attached herewith as Annexure "D".

Unless the context requires otherwise, the defined terms, words and expressions shall have the meaning respectively assigned to them in this Deed.

**3.2 Constitution of the Scheme**

An open-end Scheme is hereby constituted as a trust under the Sindh Trusts Act, 2020, under the name of IAML Equity Fund. The Trustee is hereby nominated, constituted and appointed as the trustee of the Scheme herein created and the Trustee hereby accepts such appointment on the terms and conditions contained in this Trust Deed.



**4. GOVERNING LAW AND JURISDICTION**

- 4.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Act, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and Regulations as amended or replaced from time to time. Where any Rules or Regulations are issued or amended, any directives are issued or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed pursuant to such amendments, directive, relaxation or exemption shall be deemed to have been incorporated in this Trust Deed without requiring any modification of this Deed unless specifically required by the SECP. In the event of any conflict between this Trust Deed and the provisions of the Rules Regulations, directives, circulars, the latter shall supersede and prevail over the former.



Assistant Director (Trust)

Management Company and

Directorate of Industries

revocably submit to the

provisions contained in this Trust Deed.

- 4.2 Subject to the Clause 22 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s), ~~shall~~ irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

The terms and conditions of the Trust Deed and any deed supplemental thereto shall be binding upon each Unit Holder.

## 5. DECLARATION OF TRUST

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

- 5.2 It is hereby irrevocably and unconditionally declared that:

- a) The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee as a trust and a single common fund for the benefit of the Unit Holder(s) ranking *paripassu* inter se, according to the number of Units held by each Unit Holder;
- (b) The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Trust Deed, Offering Document, the Rules, the Regulations, and conditions (if any) which may be imposed by SECP from time to time; and
- (c) The Management Company shall establish, manage, operate and administer the Scheme in accordance with the Rules, Regulations, any directives or circular on the matter, this Trust Deed and Offering Document as amended from time to time.

## 6. EFFECT OF THIS DEED AND STATUS OF UNIT HOLDER(S)

### 6.1 Trust Deed Binding on Each Unit Holder

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

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

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

### 6.3 Units to Rank PariPassu

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

### 6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations.

## ROLE OF THE MANAGEMENT COMPANY



Registration No. 10001/81/002/2023  
 Date ..... 20.01.23

ASST. DIRECTOR  
District South, Karachi Division  
Directorate of Industries  
Government of Sindh

- 7.1 The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations, directives, circulars and guidelines issued by SECP, and this Deed and the Offering Document.
- 7.2 The Management Company may from time to time, with the consent of the Trustee, frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto; provided that such procedures are not inconsistent with the provisions of the Rules and the Regulations any directives, circulars and guidelines issued by SECP and this Deed.
- 7.3 The Management Company shall be responsible to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.
- 7.4 The Management Company shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s). Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions.
- 7.5 The Management Company may, at its own responsibility and costs from time to time appoint Investment Facilitators to assist promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by Management Company shall be made available at all times on the website of the Management Company.
- 7.6 The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Regulations, this Trust Deed and the Offering Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager of the Fund as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of this Trust Deed and the Offering Document, the Management Company shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.
- 7.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.
- 7.8 The Management Company shall, from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement.
- 7.9 The Management Company shall provide the Trustee with regular reports indicating profit and other forms of income or inflows, relating to the investments that are due to be received.
- 7.10 The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or Unit holders' action in respect of the Trust Property or any part thereof at the cost of the Fund.

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



Registration No	10AR/ST/CDP/2023
Date	20/01/23
Assistant Director (Trust)	
DISTRICT OF INDIA	
DIRECTORATE OF INDUSTRIES	
Gwalior - 474 001	

Offering Document of the Scheme and on its website.

- 7.12 The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc. of Units of the Scheme have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.
- 7.13 The Management Company shall announce the Net Asset Value ("NAV") of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

## 8 ROLE OF THE TRUSTEE

- 8.1 The Trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Trust Deed and the Offering Document.
- 8.2 The Trustee shall nominate one or more of its officers to act as authorized persons for performing the Trustee's functions and for interacting with the Management Company. Any change in such authorized persons shall be promptly notified to the Management Company.
- 8.3 The Trustee shall under prior intimation to the Management Company appoint, remove or replace from time to time one or more bank(s) and/or other depository company(ies) etc. to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian.
- 8.4 The Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross negligence or any reckless act or omission of the Trustee or any of its directors, officers, nominees or agents.
- 8.5 The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other communication is required to be given by the Management Company, the Trustee may accept as sufficient evidence thereof:
- a 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).
- 8.6 The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust property due to any elements or circumstances of Force Majeure.

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.



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 Government of Sindh

thereto or compensate the Trust to the extent of such loss. However the Trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

- 8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.
- 8.9 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized director(s) and officer(s). All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Trust Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Trust Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided) all such losses, claims, damages and other liabilities shall be borne by the Trust.
- 8.10 The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and Regulations and this Trust Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or gross negligence or that of its agents in relation to any custody of the Trust Property forming part of the Deposited Property. If for any reason it becomes impossible or impracticable to carry out the provisions of this Trust Deed the Trustee shall not be under any liability there of or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

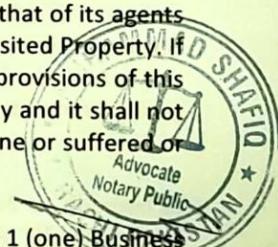
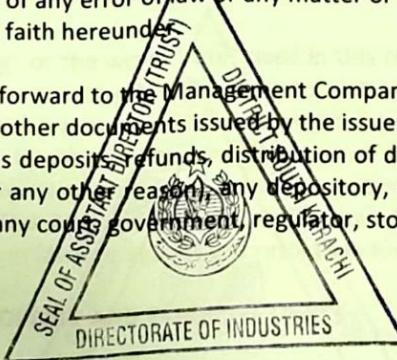
- 8.11 The Trustee shall promptly forward to the Management Company within 1 (one) Business Day any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits, repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from any court, government, regulator, stock exchange or any other exchange.

## 9. TRUST PROPERTY

- 9.1 The Trust Property shall initially be constituted out of the proceeds of the Units issued to the Pre-IPO Investors and the Units issued during the Initial Period after deducting any applicable Duties and Charges there from.
- 9.2 The aggregate proceeds of all Units issued from time to time after deducting Duties and Charges, Transactions Costs and any applicable Sales Load, shall constitute part of the Trust Property and such proceeds include 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 this Trust 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.



*Aust*



Date ..... 20 / 23

Assistant Director (Trust)

Directorate of Industries

Property.

- 9.3 The income earned on the investments of Pre-IPO Investors up to the start of IPO will be paid to such investors on pro rata basis either in cash or in the form of additional units for an amount equal to the income earned, as selected by such investors.
- 9.4 The Trustee shall take the Trust Property into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holder(s) ranking *pari passu* inter se, according to the number of Units held by each Unit Holder and in accordance with the provisions of the Regulations and this Trust Deed. The Trust Property shall not be applied to any purpose unconnected with the Scheme. All registerable Investments shall be registered in the name of the Trustee and all expenses incurred by the Trustee in effecting such registration shall be payable out of the Trust Property.
- 9.5 Except as specifically provided in this Trust Deed, the Trust Property shall always be kept as separate property and free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any financing, guarantee, or any other obligation actual or contingent incurred, assumed or undertaken by the Trustee, the Custodian or any other person.
- 9.6 Bank Accounts for the Fund shall always be in the name of the Trustee.

## **10 VOTING RIGHTS ON TRUST PROPERTY**

- 10.1 All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights, and the Trustee or the Unit Holders shall not have any right to interfere or complain.
- 10.2 The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any investment in such form and in favor of such persons as the Management Company may require in writing.

The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for casting the vote in favor of against any resolution for a period of 6 (six) years.

## **11 INVESTMENT OF TRUST PROPERTY AND EXPOSURE LIMITS**

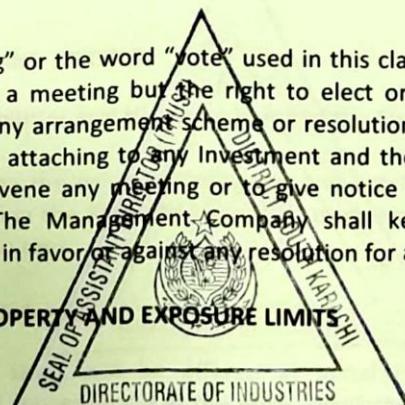
### **11.1 Investment Objective**

The objective of the Fund is to seek long-term capital growth by investing primarily in a diversified pool of equities and equity related investments.

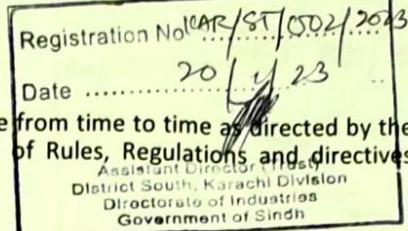
### **11.2 Investment Policy**

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

### **Investment and Exposure Limits**



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



#### 11.4 Financing Arrangements Restrictions

- 11.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange borrowing for account of the Scheme, with the approval of the Trustee, from Banks, Financial Institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The borrowing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of 90 (ninety) days and such borrowing shall not exceed 15% (fifteen percent) of the Scheme at the time of borrowing or such other limit as specified by the Commission.
- 11.4.2 The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Scheme as permissible under Clause 11.4.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.
- 11.4.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing financings from banks and Financial Institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for payment of financing liabilities.
- 11.4.4 For the purposes of securing any borrowing the Trustee may, subject to clause 11.4.1 above, on instructions of the Management Company, mortgage, charge or pledge in any manner all or any part of the Trust Property.
- 11.4.5 Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

#### 11.5 Transactions with Connected Persons

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

### 12 VALUATION OF PROPERTY AND PRICING

#### 12.1 Valuation of Assets and Liabilities and Net Asset Value of the Fund

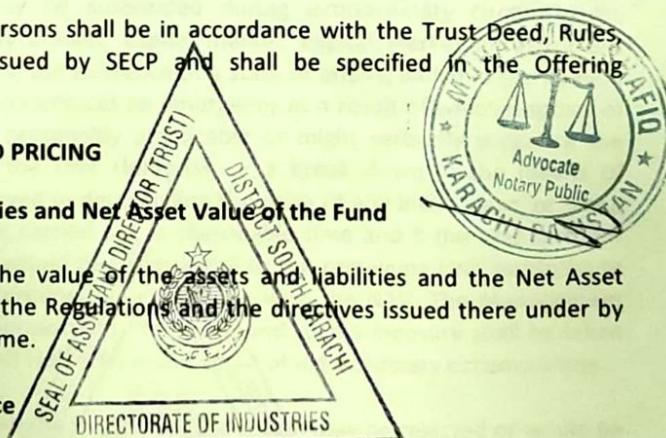
The method for determining the value of the assets and liabilities and the Net Asset Value would be as specified in the Regulations and the directives issued there under by the Commission from time to time.

#### 12.2 Determination of Purchase Price

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

12.2.2 After the Initial Offer, the Offer Price for the Unit Holder(s) shall be determined from time to time as specified in the Regulations, directives issued there under and the Offering Document.

12.2.3 The Management Company may announce different classes of Units with differing



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 Date ..... 20/1/23

Assistant Director (Trust)  
 District South, Karachi Division  
 Directorate of Industries  
 Government of Sindh

of Sales Load, as specified in the Offering Document.

### **12.3 Determination of Redemption Price**

12.3.1 During the Initial Period the Units shall not be redeemed.

12.3.2 After the Initial Period, the Redemption Price shall be calculated and announced by the Management Company for every Dealing Day as specified in the Regulations, directives issued there under and the Offering Document.

## **13 DEALING IN UNITS, ISSUANCE OF CERTIFICATES, SUSPENSION AND DEFERRAL OF DEALING**

### **13.1 Dealings in Units and Issuance of Certificates**

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

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

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

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

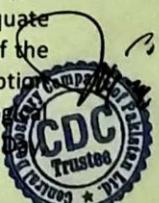
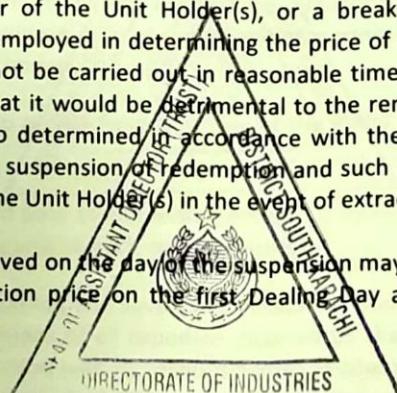
### **13.3 Suspension of Redemption of Units**

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

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

### **13.4 Queue System**

In the event redemption requests on any day exceed 10% (ten percent) of the Units in issue, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for up to 10% (ten percent) of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/ or arrange borrowing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day



such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of 10% (ten percent) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceeds 10% (ten percent) of the Units in issue, these shall once again be treated on first-come-first-served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below 10% (ten percent) of the Units then in issue.

### 13.5 Suspension of Fresh Issue of Units

- 13.5.1 The Management Company may, under certain circumstances, suspend issue of fresh Units. These circumstances may include:
  - a) The situation referred in Clause 13.3 or 18 of this Trust Deed;
  - b) A situation in which it is not possible to invest the amount received against issuance of fresh units; or
  - c) Any other situation in which issuance of fresh units is in Management Company's opinion, against the interests of the existing/remaining Unit Holders.
- 13.5.2 Such suspension may however not affect existing Unit Holders for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of such exemptions at the time a suspension of fresh issue is announced.
- 13.5.3 The Management Company shall immediately notify the SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Fund's prices are normally published.
- 13.5.3 In case of suspension of redemption of units due to extraordinary circumstances the issuance of fresh Units shall also be kept suspended until and unless redemption of Units is resumed.

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

### 14 FEES AND CHARGES

#### 14.1 Remuneration of the Management Company and its Agents

- 14.1.1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued there under.
- 14.1.2 Remuneration shall begin to accrue from the close of the Initial Period as specified in the Offering Document.
- 14.1.3 Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month.
- 14.1.4 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) or against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and directives issued there under and this Trust Deed to be payable out of Trust Property.
- 14.1.5 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Trust Deed.

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14.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require 30 (thirty) days prior notice to the Unit Holders. However, any decrease in remuneration of the Management Company shall not require such notice.

#### 14.2 Remuneration of Trustee and Its Agents

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

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

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

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

#### 14.3 Formation Cost and its Treatment

14.3.1 All expenses incurred in connection with the incorporation, establishment and registration of the Fund (Formation Cost) as per Regulations shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said costs shall be amortized over a period of not less than 5(five) years or within maturity date of the fund if it has life of less than 5 (five) years.

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

14.3.3 Formation Cost shall be charged to the Scheme and shall not exceed such limits as specified in the Regulations or directives issued there under.

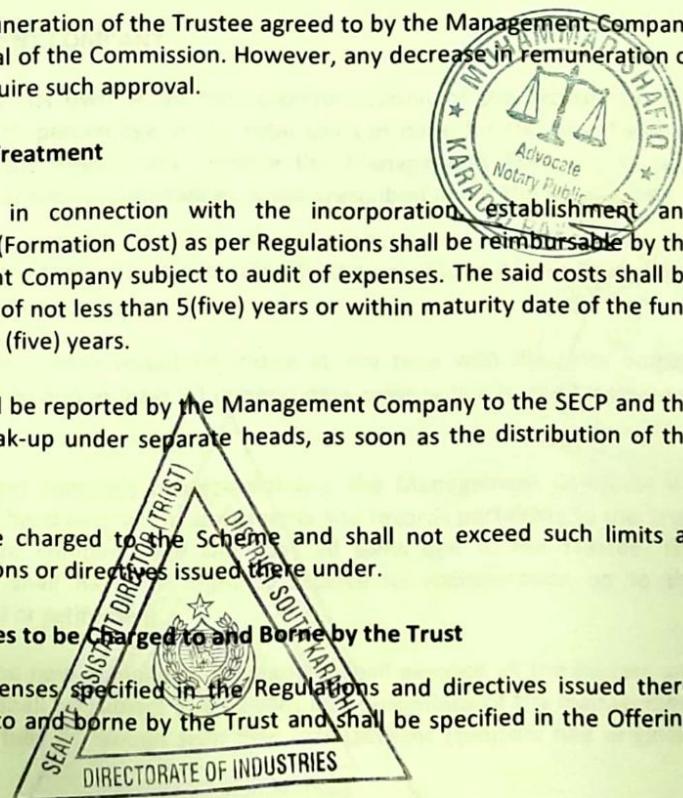
#### 14.4 Other Costs and Expenses to be Charged to and Borne by the Trust

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

#### 15. DETERMINATION OF DISTRIBUTABLE PROFITS

15.1 The Management Company, on behalf of the Scheme, shall for every accounting year, distribute by way of dividend to the Unit Holders not less than 90% (ninety percent) of the accounting income of the Scheme received or derived from sources other than capital gains as reduced by such expenses as are chargeable to the Scheme under the Regulations.

Explanation- For the purpose of this Clause the expression "accounting income" means income calculated in accordance with the requirements of International Accounting Standards (IAS) Or any other standards as notified by the Commission under the Companies Act, 2017, the Regulations and the directives issued by the SECP. Wherever the requirements of Regulations or the directives issued by SECP differ with the



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**Dividend Subject to Requirements**

requirement of IAS the Regulations and the said directives shall prevail.

The Management Company may also announce interim dividend subject to requirements of Regulations, circular and directives.

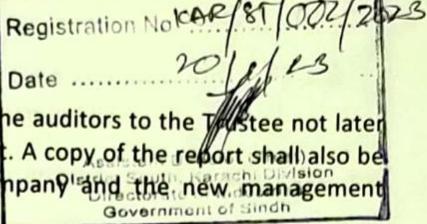
- 15.2 Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, Zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before distribution for the relevant Holder.
- 15.3 The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable income which would comprise cash and or bonus Units of the Fund. The bonus Units (after deduction of applicable taxes if any) would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units. The Management Company may disclose other details and condition for distribution of bonus units and/or cash dividend in the Offering Document of the Fund.
- 15.4 Before making any payment in respect of a Unit, the Trustee or the Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

#### **16 CHANGE OF MANAGEMENT COMPANY**

- 16.1 The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and occurrence of such circumstances as are prescribed under the Regulations.
- 16.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Trust Deed and the Rules and Regulations.
- 16.3 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and at least 90 (ninety) days prior notice to the Trustee and the Unit Holders.
- 16.4 Upon a new management company being appointed, the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration up to the effective date of removal or retirement.
- 16.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.
- 16.6 Furthermore, the Trustee may immediately in case of retirement, removal or cancellation of license of Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of Financial Institutions. The Trustee shall ensure that accounts of the Fund till the day of the appointment of the new management company are audited by such Auditor.
- 16.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

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





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

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

#### **17 CHANGE OF TRUSTEE**

- 17.1 The Trustee may, subject to the prior approval of the Commission, retire from its office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of Trust Property of the Scheme by the newly appointed trustee, whichever is later.
- 17.2 In circumstances where the Commission is of the opinion that the Trustee has been in violation of the Regulations or this Trust Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.
- 17.3 The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee.
- 17.4 Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of its removal or retirement.
- 17.5 The new trustee shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.
- 17.6 The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of Financial Institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such Auditor.
- 17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.
- 17.8 The auditors shall have the scope as may be specified by the Management Company or Commission.
- 17.9 The audit report for the audit shall be submitted by the auditors to the Management Company not later than 30 (thirty) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the new trustee.
- 17.10 The costs of such audit shall be borne by the Fund.

#### **18 TERMINATION, WINDING UP, REVOCATION AND LIQUIDATION OF THE SCHEME**

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



best interest of all the Unit Holder(s) that the Trust be wound up.

- 18.2 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations
- 18.3 After termination / revocation, liquidation proceeds shall be distributed, among the Unit Holders in proportion to the number of Units held by them, in accordance with the procedures laid down in Regulation.

#### **19 BASE CURRENCY**

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

#### **20 MODIFICATION OF THE TRUST DEED**

- 20.1 In case the amendments are proposed in the fundamental attribute of the Constitutive Document of the Scheme including category of scheme, investment objective and policy, increase in management fee and increase in contingent load, the Management Company must give at least 30 (thirty) days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Exit Load.
- 20.2 The Trustee and the Management Company acting together shall be entitled by a Supplemental Trust Deed to modify, alter or add to the provisions of this Trust Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the prior approval of the SECP and written notice to Unit Holders after approval of SECP and subject to the condition that it does not prejudice the interests of unit holders.
- 20.3 If, at any time, any Clause of this Trust Deed is, or becomes, in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Trust Deed, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

#### **21 AUDIT**

The Management Company shall appoint an auditor in accordance with the requirements of the Regulations and other directions issued there under.

#### **22 ARBITRATION**

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

#### **CONFIDENTIALITY**



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

## 24 MISCELLANEOUS

- 24.1 Any notice required to be served upon the Holder shall be deemed to have been duly given if sent by post, by courier, email or any other electronic medium or left at Holder's address as appearing in the Register. Any notice so served by post/courier/email or other electronic means shall be deemed to have been served on the day following that on which the letter containing the same is posted/sent by courier, by email or other electronic means upon receiving confirmation of receipt of such email or other electronic means and in proving such service, it shall be sufficient to prove that such letter was properly addressed, stamped (if required) and posted/sent by courier. The Management Company shall advertise any such notice in a newspaper widely published.
- 24.2 Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.
- 24.3 Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of Holder's death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.
- 24.4 A copy of this Trust Deed or its any supplemental shall be made available for inspection at the respective registered offices of the Trustee and the Management Company at all times during usual Business Hours and shall be supplied by the Management Company to any person on application with prescribed charge or at such rate as determined from time to time by the Management Company.

## 25 DEFINITIONS

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

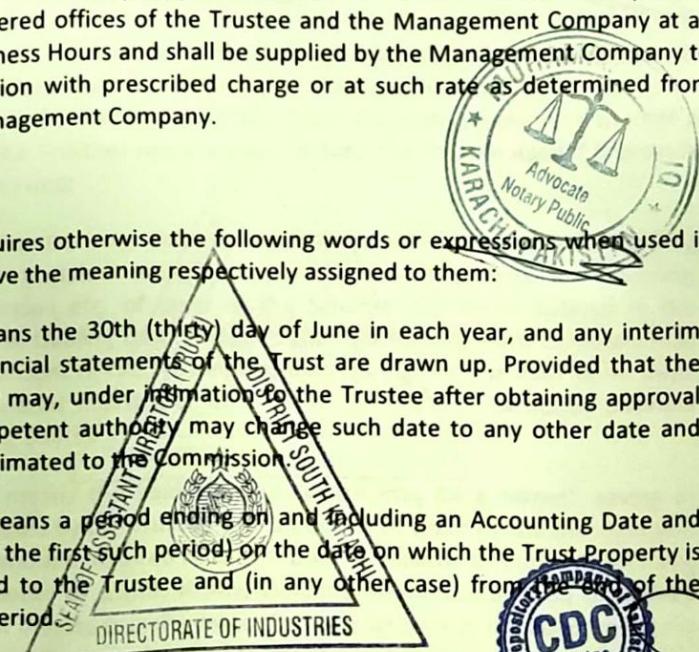
**"Accounting Date"** means the 30th (thirty) day of June in each year, and any interim date on which the financial statements of the Trust are drawn up. Provided that the Management Company may, under information to the Trustee after obtaining approval from the relevant competent authority may change such date to any other date and such change shall be intimated to the Commission.

**"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 end of the preceding Accounting Period.

**"Act"** means the Companies Act, 2017.

**"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.



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**"Authorized Investments"** means any investments which may be authorized by the Commission but does not include restricted investments as specified in the Offering Document from time to time;

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

**"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 Scheme by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

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

**"Certificate"** means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of this Trust Deed;

**"CDS Eligible Securities"** in relation to any securities, means the status of securities as "Eligible Securities" (as defined in CDC Regulations issued and updated by CDC from time to time);

**"Connected Person"** shall have the same meaning as given in the Regulations;

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

**"Commission"** or **"SECP"** is defined in the preamble;

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

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

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

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

**"Distribution Function"** means the functions with regard to:



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- (a) receiving applications for issue of Units together with the aggregate Purchase 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 Trustee for all: (i) moneys received from the applicants for issuance of Units; (ii) payments made to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Functions;
- (e) the above functions may be performed electronically, if appropriate systems are in place; and
- (f) where applicable, any other function as specified in the distribution agreement between the Distribution Company and / or Sub-Distribution Company, and the Management Company.

**"Duties and Charges"** means in relation to any particular transaction or dealing all stamp and other duties, levies, taxes, Zakat, Government charges, brokerage, 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.

**"Exit Load"** means Back-end Load and any other charges as may be applied by Management Company.

**"Financial Institution"** carries the same meaning as defined under the Companies Act, 2017.

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

**"Force Majeure"** means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Trust Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element that can not be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Trust Deed and makes the performance of the Trust 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 Exchange, banks or Financial Institutions, freezing of economic activities and other macro-economic factors, etc.

**"Front-end Load"** mean the Sales Load which may be included in the Offer Price of the



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Units, as defined in Offering Document.

**"Holder"** or **"Unit Holder"** means an investor for the time being entered in the Register as owner of Units of the Scheme including investors jointly so registered pursuant to the provisions of this Trust Deed.

**"Initial Period"** means initial fund offer period.

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

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

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

**"Management Company"** is defined in the preamble hereto;

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

**"Net Asset Value"** or **"NAV"** means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.

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

**"Pre-IPO"** means the private placement of Units to investors prior to the Public Offering;

**"Public Offering"** means offering of Units to the general public through and in accordance with the Offering Document;

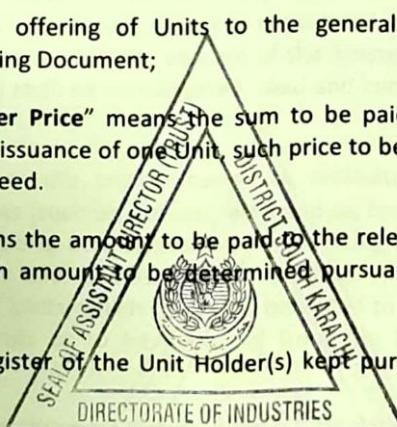
**"Purchase Price"** or **"Offer Price"** means the sum to be paid to the Trustee for the benefit of the Scheme for issuance of one unit, such price to be determined pursuant to Clause 12.2 of this Trust Deed.

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

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

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

- maintaining the Register, including keeping a record of change of addresses / other particulars of the Unit Holder(s);
- issuing account statements to the Unit Holder(s);
- issuing Certificate, including Certificates in lieu of undistributed income to Unit Holder(s);
- cancelling old Certificates on redemption or replacement thereof;
- processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Unit Holder(s);
- issuing and dispatching of Certificates;



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 and Bank transfer intimation and  
 distributing bonus Units or partly both and allocating Units to Unit Holders on  
 re-investment of dividends;  
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- (g) dispatching income distribution warrants, and Bank transfer intimation and distributing bonus Units or partly both and allocating Units to Unit Holders on re-investment of dividends;
- (h) maintaining record of lien/pledge/charge on units, transfer/switiching of units, Zakat;
- (i) any other information that the Management Company deems necessary.

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

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

**"Sales Load"** includes the Front-end and Back-end Loads and any processing charge or commission (excluding Duties and Charges) as may be allowed under the Regulations, which may be included in the Offer Price of all or certain class of Units or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of units.

**"Stock Exchange"** means Pakistan Stock Exchange established under the laws of Pakistan;

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

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

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

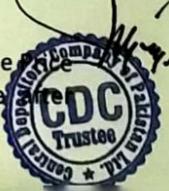
**"Transaction Costs"** means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, inter alia, necessitated by creation or cancellation of Units or issuance or redemption of Units, which costs may be added to the NAV for determining the Purchase Price of Units or to be deducted from the NAV in determining the Redemption Price;

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

**"Trust"** or **"Unit Trust"** or **"Fund"** or **"IAML Equity Fund"** or **"Scheme"** means the Unit Trust constituted by this Trust Deed for continuous offers for sale of Units of the Trust.

**"Trust Deed"** or **"Deed"** means this trust deed executed between the Management Company and the Trustee under the Sindh Trust Act 2020 along with all the exhibits appended hereto, and includes any Supplemental Deed.

**"Trust Property"** means the aggregate proceeds of the sale of all Units at Purchase Price and any Transaction Costs recovered in the Purchase or Redemption Price.



deducting there from or providing there against the value of Redemption, Front-end Load, Back-end Load, Duties and Charges (if included in the Purchase Price or Redemption Price) applicable to the purchase or redemption of Units and any expenses chargeable to the Scheme; and includes the Investment and all income, profits, shares, securities, deposits, right and bonus shares, cash, bank balances, dividends, fees, commissions, receivables, claims, contracts, licenses, privileges and other benefits arising there from and all cash and other movable or immovable assets and properties of every description, whether accrued or accruing, for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Unit Holder(s) pursuant to this Trust Deed and shall include the income, profit etc. earned on the amount credited to the Distribution Account but shall not include any amount standing to the credit of the Distribution Account.

"Trustee" is defined in the preamble hereto.

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

"Zakat" has the same meaning as in the Zakat and Ushr Ordinance, 1980.

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

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

The Common Seal of IAML Equity Funds has hereunto affixed in the presence of:



1. Aaliya N. Dossa



NAME: AALIYA KHADIJEH DOSSA  
CNIC: 42301-4327396-4

DESIGNATION: CEO INTERLOOP ASSET MANAGEMENT

WITNESSES:

1. Zafar Rehman



NAME: ZAFAR REHMAN  
CNIC: 42301-17632897-4

NAME: MUHAMMAD RASHID KHAN  
CNIC: 42301-2684806-9

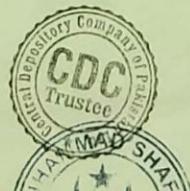
Common Seal of Central Depository Company of Pakistan Limited has hereunto affixed in the presence of:

1. Atiq-Ur-Rehman



NAME: ATIQU-R-REHMAN  
CNIC: 42501-9253203-1

DESIGNATION: HEAD OF DEPARTMENT (TRUSTEE & CUSTODIAN OPERATION)



WITNESSES:

Signature: Muhammad Shahid

Name: Muhammad Shahid  
CNIC: 42301-5683314-9

Signature: Mirza Muhammad Omair Baig

Name: Mirza Muhammad Omair Baig  
CNIC: 42201-8899592-5





**ANNEXURE C**

Registration No. 10AP/8T/002/2023
Date ..... 20/01/23 ..
Assistant District Officer (Trust) District Sindh, Kharan Division Directorate of Industries Government of Sindh

**REMUNERATION OF TRUSTEE AND ITS AGENT**

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

The fee structure for services of the Trustee is as follows;

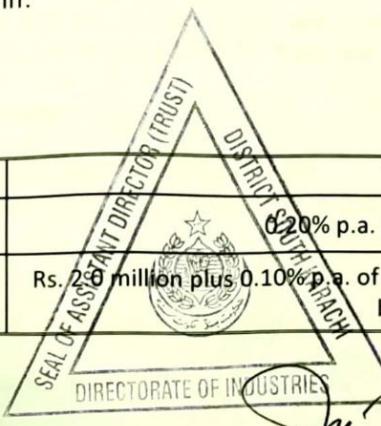
**Trusteeship Tariff Structure**

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

**1. TARIFF STRUCTURE FOR OTHER OPEN END (EQUITY) SCHEMES**

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

NET ASSETS (Rs.)	TARIFF
Up to 1 billion	0.20% p.a. of Net Assets
Over 1 billion	Rs. 2.0 million plus 0.10% p.a. of Net Assets, on amount exceeding Rs.1 billion.

**ATTESTED**

Mohammad Shafiq  
 B.A., LL.B.  
 ADVOCATE NOTARY PUBLIC  
 CITY COURTS KARACHI-PAKISTAN



## SCHEDULE-I

Registration No	KAR/ST/UD.2/2023
Date	20/1/23
Assistant Director (Trust) District South, Karachi Division Directorate of Industries Government of Sindh	

## MEMORANDUM OF ASSOCIATION (MOA)

**Name of Trust:**

IAML Equity Fund

**Main office address of the Trust:**Suit No. 205, 2<sup>nd</sup> Floor, The Forum, Clifton Block 09, Karachi, Pakistan**Any other sub office address of the Trust if available:** N/A**Objectives of the Trust:**

IAML Equity Fund is an open ended equity scheme. The purpose of introducing this fund is to provide investors a one-window facility to invest in diversified portfolio of equity securities offering consistent return and growth.

The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking paripassu inter se, according to the number of units held by each unit holder. The Trust Property shall comprise of the aggregate proceeds of all Units issued from time to time and includes the Investment and all income, profit and other benefits arising therefrom, as specified in the Trust Deed, Offering Document, the NBFC Rules and Regulations.

**Author's Name and Address:****INTERLOOP ASSET MANAGEMENT LIMITED**Suit No. 205, 2<sup>nd</sup> Floor, The Forum, Clifton Block 09, Karachi, Pakistan

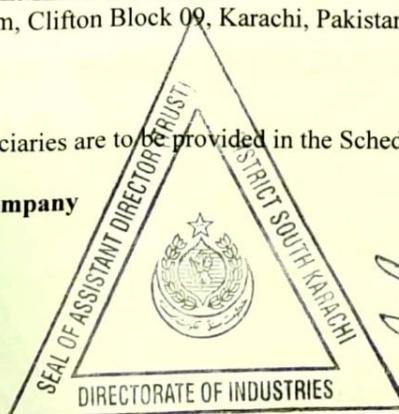
The details of Trustees and beneficiaries are to be provided in the Schedule-IV.

**For & On Behalf of Author / Company**

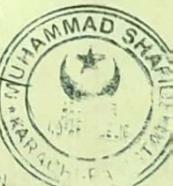
NAME: Aaliya Khadijeh Dossa

CNIC: 42301-4327396-4

DESIGNATION: CEO Interloop Asset Management

**ATTESTED**

Muhammad Shafiq  
B.A., LL.B.  
ADVOCATE NOTARY PUBLIC  
CITY COURTS KARACHI-PAKISTAN

**WITNESSES:**

1. -----

NAME: Zafar Rehman  
CNIC: 42301-17632897-4

2. -----

NAME: Muhammad Rashid Khan  
CNIC: 42301-2584806-9

**DIRECTORATE OF INDUSTRIES, SINDH (KARACHI)**

**TRUST REGISTRATION CERTIFICATE**



I hereby certify that **IAML EQUITY FUND**

its trustee Central Depository Company Of Pakistan Limited, situated at CDC House, 99-B, Block B, S.M.C.H.S, Main Shahrah-e-Faisal and registered fund office at Suite 205, 02<sup>nd</sup> Floor, The Forum, Clifton Block 09, Khayaban-e-Roomi , Karachi, has this day been duly registered under Section 16 of the Sindh Trust Act, 2020.

Given under my hand and seal at, **KARACHI** this **20<sup>th</sup>** day of **January** 2023.

Seal



(FAREED AHMED)  
ASSISTANT DIRECTOR (TRUST)  
DIRECTORATE OF INDUSTRIES  
GOVERNMENT OF SINDH, KARACHI

**Fee Rs 10,500/-**

**NOTE:** It is informed that, in case of any amendment in a trust by trustee shall also be registered under section 16-A (3) of the Sindh Trust (Amendment) Act 2021.



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

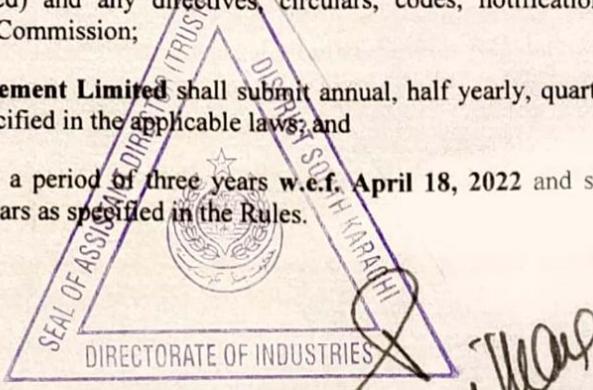
Licence No. AMCW/ 34/ILAML/IAS/ 05 /2022

Islamabad, April 18, 2022

**LICENCE TO CARRY OUT  
INVESTMENT ADVISORY SERVICES  
AS NON-BANKING FINANCE COMPANY**

The Securities and Exchange Commission of Pakistan, having considered the application for grant of license under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules"), submitted by **Interloop Asset Management Limited** and being satisfied that **Interloop Asset Management Limited** is eligible for the license, hereby grants, in exercise of powers conferred by sub-rule (6) of rule 5 of the Rules, license to **Interloop Asset Management Limited** to carry out **Investment Advisory Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) **Interloop Asset Management Limited** shall comply with the Part VIIA of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2015, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;
- (ii) **Interloop Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- (iii) This license is valid for a period of three years w.e.f. April 18, 2022 and shall be renewable every three years as specified in the Rules.

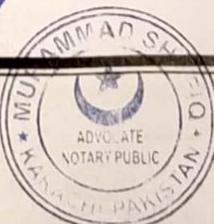


"Say no to Corruption"

(Aamir Khan)  
Commissioner (SCD)

**TRUE COPY  
ATTESTED**

Mohammad Shafiq  
B.A., LL.B.  
ADVOCATE NOTARY PUBLIC  
CITY COURT, KARACHI, PAKISTAN  
0300-2150999





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

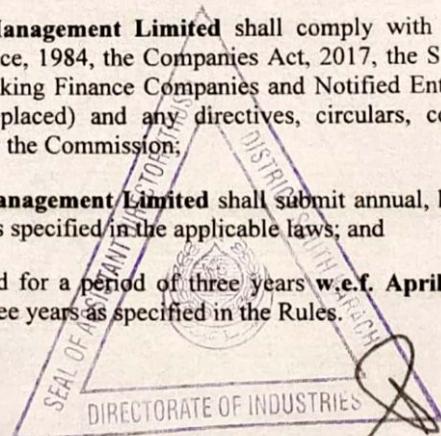
Licence No. AMCW/ 33/ILAML/AMS/ 03 /2022

Islamabad, April 18, 2022

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

The Securities and Exchange Commission of Pakistan, having considered the application for grant of license under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules"), submitted by **Interloop Asset Management Limited** and being satisfied that **Interloop Asset Management Limited** is eligible for the license , hereby grants, in exercise of powers conferred by sub-rule (6) of rule 5 of the Rules, license to **Interloop Asset Management Limited** to carry out **Asset Management Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

- (i) **Interloop Asset Management Limited** shall establish and launch a Collective Investment Scheme within six months of date of issue of the license;
- (ii) **Interloop Asset Management Limited** shall comply with the Part VIIIA of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2015, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;
- (iii) **Interloop Asset Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and
- (iv) This license is valid for a period of three years w.e.f. **April 18, 2022** and shall be renewable every three years as specified in the Rules.



"Say no to Corruption"

(Aamir Khan)  
Commissioner (SCD)

**TRUE COPY  
ATTESTED**

Muhammad Shafiq  
HALLA  
ADVOCATE NOTARY PUBLIC  
CITY COURT, KARACHI, PAKISTAN  
0300-2150999



CENTRAL DEPOSITORY COMPANY  
OF PAKISTAN LIMITED

**Head Office:**  
CDC House, 99-B, Block 'B'  
S.M.C.H.S., Main Shahra-e-Faisal  
Karachi - 74400, Pakistan.  
Tel : (92-21) 111-111-500  
Fax: (92-21) 34326021 - 23  
URL: [www.cdcpakistan.com](http://www.cdcpakistan.com)  
Email: [info@cdcpak.com](mailto:info@cdcpak.com)



CDC/T&C-U1/DH/0148/2022

May 27, 2022

**Ms. Aaliya K. Dossa**  
Chief Executive Officer  
Interloop Asset Management Limited  
Plot No. 29, Street No. 40, G 10/4  
Islamabad

Dear Aaliya

**CONSENT TO ACT AS TRUSTEE OF IAML-EQUITY FUND**

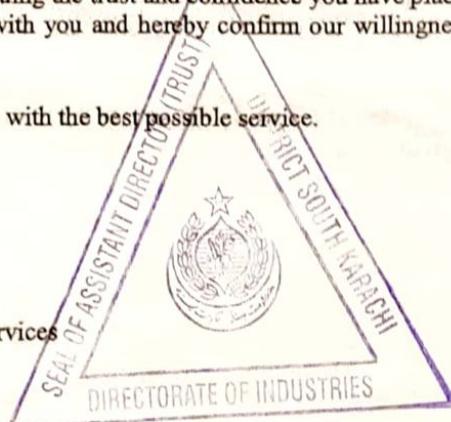
We refer to your letter dated May 27, 2022 on the captioned subject, we would like to show our sincere gratitude for preferring Central Depository Company of Pakistan Limited as a trustee for **IAML-Equity Fund**. While valuing the trust and confidence you have placed on us, we desire to build a long-term relationship with you and hereby confirm our willingness to act as trustee of the said Fund.

We look forward to provide you with the best possible service.

Yours truly

**Atiqur Rehman**

Head of Trustee & Custodial Services



**TRUE COPY  
ATTESTED**

**Muhammad Asif**  
LLB  
ADVOCATE NOTARY PUBLIC  
CITY COURT, LAHORE, PAKISTAN  
0300 2159999



CENTRAL DEPOSITORY COMPANY  
OF PAKISTAN LIMITED

**Head Office:**

CDC House, 99-B, Block 'B',  
S.M.C.H.S., Main Shahra-e-Faisal,  
Karachi - 74400, Pakistan.  
Tel: (92-21) 111-111-500  
Fax: (92-21) 34326020 - 23  
URL: [www.cdcPakistan.com](http://www.cdcPakistan.com)  
Email: [info@cdcpak.com](mailto:info@cdcpak.com)



CDC/T&C-U1/DH/0166/2022

June 16, 2022

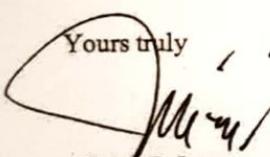
**Ms. Aaliya K. Dossa**  
Chief Executive Officer  
Interloop Asset Management Limited  
Plot No. 29, Street No. 40, G 10/4  
Islamabad

Dear Aaliya

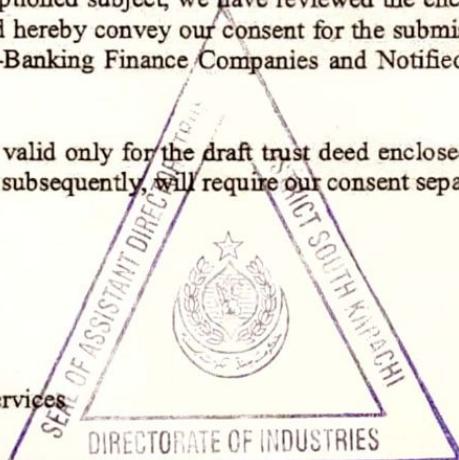
**CONSENT ON TRUST DEED  
IAML EQUITY FUND**

This is with reference to the captioned subject, we have reviewed the enclosed draft of the trust deed of IAML Equity Fund and hereby convey our consent for the submission of the same with SECP for approval under Non-Banking Finance Companies and Notified Entities Regulations, 2008.

Please note that our consent is valid only for the draft trust deed enclosed with this letter. Any changes made in this document subsequently, will require our consent separately.

Yours truly  
  
Atiqur Rehman

Head of Trustee & Custodial Services



Cc: **Ms. Khalida Habib**  
Executive Director/HOD  
Policy, Regulation and Development Department – Companies Division  
Securities & Exchange Commission of Pakistan

Encl.: As above



**TRUE COPY  
ATTTESTED**

  
Muhammad Shafiq  
B.A. LL.B.  
ADVOCATE NOTARY PUBLIC  
CITY COURT KARACHI PAKISTAN  
MOBILE: 0300099

