



STAMP OFFICE CITY COURT KARACHI

Issued to Jamaluddin BuxCNIC / LEG No. 42101-15346334-14Vide D.S.R No. 11 DT 09 JUN 2022On behalf of Challen No. 112 DT 09 JUN 2022for the purpose of Trust DeedEntry No. 11 DT 09 JUN 2022

Ex Officer Vendee

09 JUN 2022

Registration No. KAS/REG/11/14/127/2022Date: 14.12.2022Assistant Director (Trust)  
District East, Karachi Division  
Directorate of Industries  
Government of Sindh

### TRUST DEED OF SUNRIDGE FOODS (PRIVATE) LIMITED - EMPLOYEES PROVIDENT FUND

This INDENTURE is made at Karachi Pakistan, this 1<sup>st</sup> day of July, 2022.

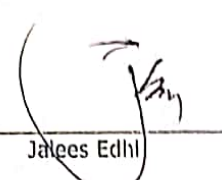
#### BETWEEN

**Sunridge Foods (Private) Limited** is incorporated in Pakistan on 16<sup>th</sup> March, 2015 under the repealed Companies Ordinance, 1984 vide Registration No. 0092415, now Companies Act, 2017 and having its registered office at Plot No. C - 6, North Western Industrial Zone, Port Qasim, Karachi and head office at Unity Tower, Plot # 8-C, P.E.C.H.S. Block-6, Karachi, Sindh 75400 through its Group Admin Head, Mr. Muhammad Waseem S/o. Mr. Haroon Rasheed, having CNIC No. 41303-9537119-1 (hereinafter referred to as the "Company" which expression shall where the context so admits, include its successors and assigns of the ONE PART.

AND

- 1) Mr. Jalees Edhi S/o Mr. Abdul Wahab Edhi, adult, holding C.N.I.C No. 42201-2815130-1, resident of Karachi and Director of Company.
- 2) Mr. Juzer S/o Mr. Murtaza Fakhruddin, adult, holding CNIC No. 42301-4861070-7, resident of Karachi and Assistant Manager of the Company.
- 3) Mr. Rizwan S/o Mr. Muhammad Saleem, adult, holding CNIC No. 42301-0921212-9, resident of Karachi and Deputy Manager of the Company.

  
 Muhammad Waseem

  
 Jalees Edhi

  
 Juzer

  
 Rizwan

(hereinafter individually referred as to "Trustee" and collectively referred to as "Trustees" which expression shall where the context so admits, include the Trustees for the time being and their respective successors-in-office in accordance with the provisions of this Deed / the Rules framed hereunder) of the OTHER PART.

## PREAMBLE

## WHEREAS

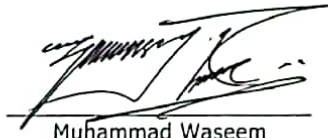
- The Company, pursuant to Board's Resolution dated 13<sup>th</sup> June 2022 are desirous of establishing a Provident Fund Scheme for the benefit of their employees in the service and those who are eligible to participate therein in accordance with these presents and from the day recognition is accorded to it as a "Recognized Provident Fund" in accordance with Part-I of the Sixth Schedule to the Income Tax Ordinance, 2001 and the operation of the Fund shall be governed by the provisions of this Trust Deed and Rules framed there-under.
- The Fund hereby created shall be deemed to have been created on the 1<sup>st</sup> day of July 2022, the operation of which shall be governed by this Trust Deed and by the Rules of the Fund hereinafter referred to as ("The Rules") annexed to this Deed.
- The Company has resolved that the monthly contribution to the Fund from the employee members and the Company shall be @8.33% of the basic salary.
- The Trustees have at the request of the company agreed to act with effect from the 1<sup>st</sup> day of July 2022, as Trustees of the Fund in accordance with the terms of these presents and/or the Rules and in connection therewith to administer the Fund as may be necessary to provide the benefits under the Rules of the Fund in its name and to hold the same UPON TRUST and with such powers and provisions as are hereinafter and, in the Rules, declared and contained.

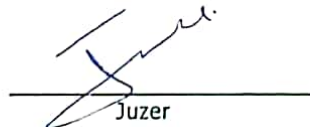
## NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

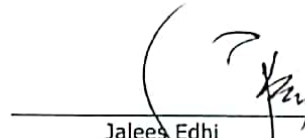
### 1. Definition:

Unless the context otherwise requires, the words used in this DEED and the Rules (mentioned herein below) shall have the following meaning:

- "Board" means the Board of Directors of the Company.
- "Company" shall mean Sunridge Foods (Private) Limited, mentioned in the opening paragraph, its successors, interest and assigns.
- "Contribution" means such percentage of the eligible employee's emoluments drawn on duty during period of employment within a financial year as may be prescribed in the Rules where reciprocal contribution into that eligible employee's fund will be made by the Company.
- "Eligible Employee" shall mean any employee in the service of the Company who is eligible to participate in the Fund. Only such employees shall be eligible to participate in the Fund as are permanent and full-time employees, excluding expatriate, temporary / contract employees, probationary employees or trainees or personal / domestic servants.
- "Family" shall have the meaning prescribed by Rule 104(2) (b) of the Income Tax Rules, 2002, as amended and in force at any relevant time.

  
Muhammad Waseem

  
Juzer

  
Jalees Edhi

  
Rizwan



- (f) **"Financial Year"** (referred to in the Rules) the first year shall mean a period of twelve months commencing in every financial year from 1<sup>st</sup> July to 30th June next year.
- (g) **"Fund"** shall mean Sunridge Foods (Private) Limited – Employees' Provident Fund as constituted by these presents.
- (h) **"Member"** shall mean an Eligible Employee who has been admitted by the Trustees to the Membership of the Fund.
- (i) **"Month"** shall mean a calendar month according to the Gregorian calendar.
- (j) **"Rules"** shall mean *Sunridge Foods (Private) Limited - Employees Provident Fund* annexed to this Deed as amended from time to time, and including the Statement of Nominees.
- (k) **"Trust Deed"** or 'Deed shall mean Sunridge Foods (Private) Limited – Employees Provident Fund Trust Deed as set out herein.
- (l) **"These Presents"** shall mean this Trust Deed and the Rules annexed hereto and as modified by any subsequent alterations made thereto, including the Statement of Nominees.
- (m) **"Trustees"** shall mean the present Trustees or any other Trustees appointed in accordance with these presents.


Words of the masculine gender shall, unless a contrary intention appears be taken to include the feminine and vice versa. Words denoting the plural number shall unless a contrary intention appears be taken to include the singular and vice versa.


2. The Company hereby establishes and constitutes Provident Fund, to be known as **"Sunridge Foods (Private) Limited – Employees Provident Fund"** being the 'Fund' hereinbefore defined.
3. The Company hereby appoints Trustees who hereby agree to act as Trustees of the Fund established and constituted for the purpose of and in accordance with the powers and provisions mentioned herein and in the Rules.
4. The Fund shall consist of:
  - (a) The contributions of the Members under the Rules.
  - (b) The contributions of the employer under the Rules.
  - (c) All subscriptions, contributions and donations made to the Fund.
  - (d) All accretion, profits and income produced by the investments for the time being representing the Fund or any part thereof.
5. The Trustee shall stand vested with the Fund with the Investments for presenting the same and the income arising therefrom upon Trust to and apply the same in accordance with the Trust Deed as well as terms and conditions.
6. (i) The number of Trustees shall neither be less than three nor more than seven.
- (ii) The Trustees named herein shall be the First Trustees of the Fund. The Board shall however be empowered to appoint new or additional Trustees and / or to remove any Trustees at the Board's discretion.
- (iii) A Trustee shall be disqualified from acting as such in the event of his becoming bankrupt, or Insane or if he compounds with his creditors or suspends payment or is convicted of any offence.

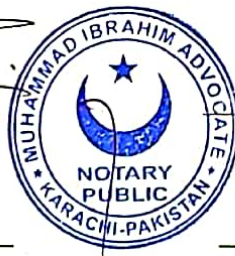
Muhammad Waseem  
 Juzer  
 Jalees Edhi  
 Rizwan




- (iv) Trustees shall have the exclusive possession, administration and control over the Fund and shall be responsible for the safe custody and investment of its properties and assets.
7. The Trustees shall have the power to vary such Investments from time to time, subject to governing the Rules and the law for the time being in force, if applicable.
8. No Trustee shall personally be liable for any investment losses for depletion or depreciation of the Fund's securities or for other unforeseen losses to the Fund, provided the same should not appear to have been arisen by the reason of his willful default, negligence or fraud.
9. Each of the Trustees covenants with the Company that he will on vacating office do and execute all such acts, documents, matters and things as shall be necessary to vest the Fund and all securities and investments which may then be standing in his name (either alone or jointly with another Trustee or other Trustees) representing the Fund or any part thereof in the remaining Trustee or Trustees alone or jointly with such new Trustee or Trustees as the Company may direct.
10. Without prejudice to the right of indemnity given by law to Trustees, all Trustees shall be entitled to be indemnified from the assets of the Fund in respect of all liabilities and expenses properly incurred by them in the execution of the Trust created by these presents or in the exercise of any powers, authorities or discretion vested in them pursuant to these presents or Rules and against all actions, proceedings, costs, claims and demands in respect thereof. Should the assets of the Fund be insufficient for such purpose then the Company shall be liable to keep the Trustees so indemnified.
11. The power of appointing new Trustees shall be vested in the Board, which shall so include the power to fill up at any time any vacancy in the Trustees. The Board may at any time without assigning any reason remove any Trustee by notice in writing to the Trustee(s) to be removed and to continuing Trustees. The Board shall be under no obligation to fill up the place of the Trustee so removed unless it shall deem fit so long as the number of the Trustees maintaining shall not be less than three. A Trustee ceasing to be an employee of the Company shall ipso facto cease to be a Trustee of the Fund.
12. The Fund shall be a Pakistani Rupees Fund and all contribution and benefits shall be payable in Pakistan in Pakistani currency (Rupees) and all assets and investments shall be held and made in Pakistan.
13. The Company will make such payments to the Fund as are or may from time to time be required to be made in accordance with the Rules.
14. The Trustees shall be allowed to create the Fund in any financial institution recognized by the State Bank of Pakistan and/or invest the monies of the Fund in or through any financial institution recognized by the State Bank of Pakistan.
15. The Trustees shall hold on Trust all monies in their possession representing the contribution of Members and made by the Company and any accretion thereto, the same shall be dealt with by the Trustees in the manner provided by the Rules. Nothing herein contained shall affect the right of the Company from time to time to alter, vary or modify the Rules in accordance with the provisions in that behalf contained in the Rules, provided that no alteration at the Rules shall take effect unless approved by Commissioner of Income Tax Inland Revenue or any competent authority authorized by the Federal Board of Revenue.
16. The Trust hereby created shall be irrevocable save with the consent of both of Members / beneficiaries and the Company.

  
Muhammad Waseem

  
Juzer



Jalees Edhi


  
Rizwan



17. The Trustees shall have the power to exercise all the powers of the Trustees herein contained and shall exercise such powers expressed in the terms of resolution of the Trustees. In case of equality of votes, the Chairman of the Trustees shall have a second/casting vote. The Board shall appoint from time to time the Chairman of the Trustees and such power of appointment shall include the right to remove the Chairman. A resolution of the Trustees signed by a majority of the Trustees for the time being shall be as effectual as if passed at a meeting of the Trustees, provided that the resolution should be sent earlier to all Trustees for signing.

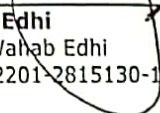
IN WITNESSES WHEREOF the Trust Deed is executed at Karachi on the day, month and the year, first above mentioned.

For and on behalf of  
**SUNRIDGE FOODS (PRIVATE) LIMITED**

  
**Mr. Muhammad Waseem**  
S/o Haroon Rasheed  
(Group Admin Head)  
CNIC No. 42303-9537119-1




For and on behalf of  
**SUNRIDGE FOODS (PRIVATE) LIMITED – EMPLOYEES PROVIDENT FUND**

  
**Mr. Jalees Edhi**  
S/o Abdul Wahab Edhi  
CNIC No. 42201-2815130-1  
TRUSTEE



  
**Mr. Jalees Edhi**  
S/o Abdul Wahab Edhi  
CNIC No. 42201-2815130-1  
TRUSTEE

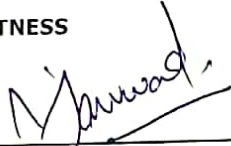


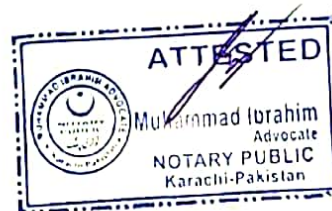
  
**Mr. Rizwan**  
S/o Muhammad Saleem  
CNIC No. 42301-0921212-9  
TRUSTEE




THE COMMON SEAL of the Company has been affixed hereunto in the presence of Trustees & witnesses.

**1. WITNESS**

  
Name: Muhammad Jawwad  
CNIC No.: 42101-3482523-7  
Address: Karachi



**2. WITNESS**

  
Name: Ahmed Hassan Qadri  
CNIC No.: 42501-7974993-3  
Address: Karachi

PAKISTAN National Identity Card

There is no god but Allah

Name: Muhammad Wasim

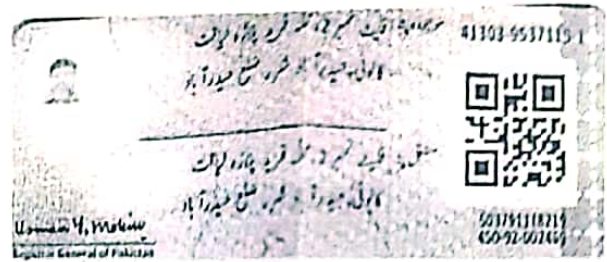
Father Name: Haroon Rashid

Gender: M Country of Birth: Pakistan

Identity Number: 41303-9537119-1 Date of Birth: 09.01.1973

Date of Issue: 15.07.2020 Date of Expiry: 15.07.2030

Holder's Signature



گمشدہ کارڈ ملنے پر قریبی ایئر کس میں ڈال دیں

PAKISTAN National Identity Card

NOTA PUBLICA KARACHI-1

Name: Abdul Wahab Edhi

Gender: M Country of Origin: Pakistan

Identity Number: 42201-2015110-1

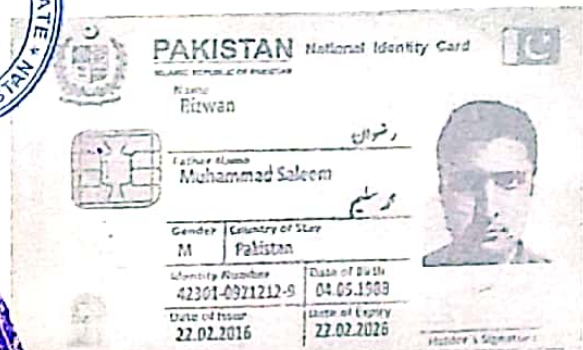
Date of Birth: 19.12.1981

Date of Issue: 20.12.2014

Date of Expiry: 20.12.2021

SEAL OF ASSISTANT DIRECTOR (INVESTIGATIVE)

DIRECTORATE OF INTER-SECURITY OPERATIONS

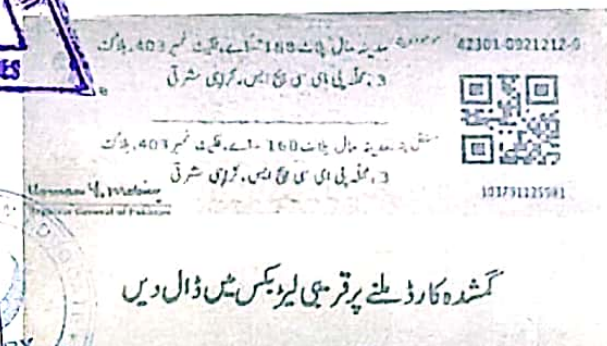


کتابخانه ملی، مکان نمبر 6-14، جاک 2، محل  
مذاکرہ کی سرکاری ایجنسی، کراچی

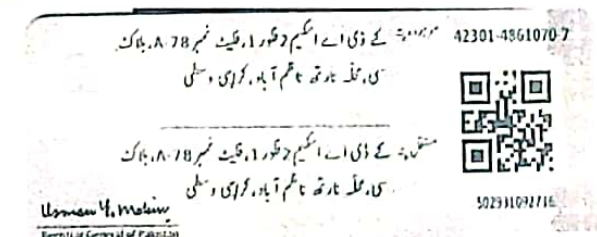
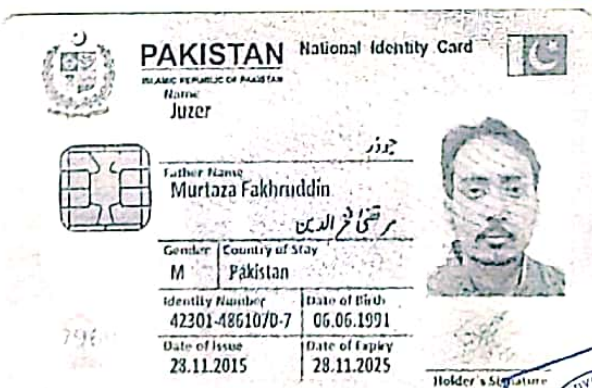
مستقل چھ: محکمہ ملواری، مکان نمبر 114، جلاٹ 2، قلعہ  
ہلا ای سی ڈی ایس، محلہ شرقی

*Antony Lajonas*  
*Deputy Consul of Britain*

تشدد کا روئے کرنے پر قریبی لیزیکس میں ڈال دیں



گمشدہ کارڈ ملنے پر قریبی لیڈ بکس میں ڈال دیں



گمشدہ کارڈ ملنے پر قریبی لیمبس میں اطلاع دی گئی





**PAKISTAN** National Identity Card  
ISLAMIC REPUBLIC OF PAKISTAN

Name: Muhammad Jawwad

Holder's Name: Muhammad Zahid

Gender: Male

Country of Issue: Pakistan

Identity Number: 42101-3482523-7

Date of Birth: 27.06.1989

Date of Issue: 27.09.2021

Date of Expiry: 27.09.2031

42101-3482523-7

770002542755

گمشدہ کارڈ ملنے پر تقریبی لیٹر کس میں ڈال دیں



حکومت پاکستان  
قومی شناختی کارڈ  
42501-7974993-3

نام: احمد مسلمان قادری

تاریخ: 22/06/1992

ملی آرشد حکیم

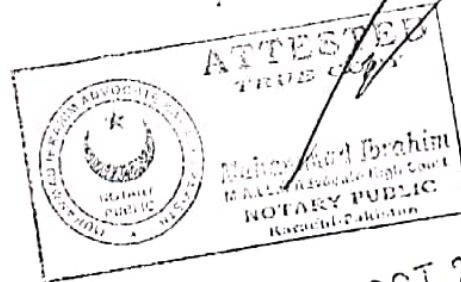


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