

Risk Disclaimer: All Investments in mutual Fund are subject to market risks. The NAV of Units may go down or up based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in Clause 2.1.1, Risk Factors mentioned in Clause 2.4, Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.

OFFERING DOCUMENT OF

NATIONAL INVESTMENT (UNIT) TRUST

(Equity Scheme)

AMENDED TILL SEPTEMBER 25, 2017

MANAGED BY

National Investment Trust Limited

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**OFFERING DOCUMENT OF
NATIONAL INVESTMENT (UNIT) TRUST
(NIUT)**

EQUITY FUND

MANAGED BY

National Investment Trust Limited

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

Date of Publication of Offering Document <date of publication>

The **National Investment (Unit) Trust** (hereinafter referred to as the “**Fund**”, the “**Scheme**”) was constituted on November 12, 1962 through a Trust Deed (the Deed) registered at Karachi dated March 25, 1963 under the Trust Act, 1882, subsequently being amended through Supplemental Trust Deeds dated 26th June 1968, 07th June 1981, 27th November 1998, 12th November 2002, 31st December 2003, 18th January 2007, 1st April 2014 and 3rd September 2014.

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units of **National Investment (Unit) Trust** and has registered NIUT as a notified entity under the Non-Banking Finance Companies and Notified Entities Regulations 2008 (“Regulations”) vide letter No SCD/AMCW/NIT/175/2014 dated December 05, 2014. The SECP has approved this Offering Document, under the Regulations vide letter No SCD/AMCW/NIT/193/2014 dated December 15, 2014

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

Offering Document

This Offering Document sets out the arrangements covering the basic structure of the **National Investment (Unit) Trust** (the “Fund” and/or”, the “Scheme”). It sets forth information about the Fund that a prospective investor should know before investing in Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, circulars, directives etc as specified hereafter govern this Offering Document.

If prospective investor has any doubt about the contents of this Offering Document, he/she/it should consult one or more from amongst their investment advisers, legal

advisers, bank managers, stockbrokers, or financial advisers to seek independent professional advice.

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

Filing of the Offering Document

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

- (1) License No. AMCW/12/NITL/AMC/04/2013 dated May 16, 2013 granted by SECP to National Investment Trust Limited to carry out Asset Management Services and Investment Advisor;
- (2) SECP's Letter No. SCD/AMCW/NITL/788/2013a dated November 25, 2013 approving the appointment of Central Depository Company of Pakistan Limited as the Trustee of the Fund;
- (3) Trust Deed (the Deed) of the Fund;
- (4) SECP's Letter No. SCD/AMCW/NIT/175/2014 dated December 05, 2014 registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- (5) Letter No. KA-ZQ-1807 dated August 29, 2014 from KPMG TaseerHadi & Co, Auditors of the Fund, consenting to the issue of statements and reports;
- (6) Letter dated March 9, 2009 from Muhammad Masood Khan & Associates, Legal Advisers of the Fund, consenting to act as adviser;
- (7) SECP's letter No. SCD/AMCW/NIT/193/2014 dated December 15, 2014 approving this Offering Document.

1. CONSTITUTION OF THE SCHEME

1.1 Constitution

The Fund is an open-end Fund and was constituted by a Trust Deed entered into at Karachi on 12th November 1962 between National Bank of Pakistan (as "Trustee") and National Investment Trust Limited (as "Management Company"). The said Trust Deed was amended through various supplemental deeds dated 26th June 1968, 07th June 1981, 27th November 1998, 12th November 2002, 31st December 2003, 18th January 2007 and through Seventh Supplemental Trust Deed dated 1st

April 2014, the trustee of the Fund was changed to Central Depository Company of Pakistan (CDC), as the new Trustee.

The above mentioned Trust Deeds have been restated and modified through Eighth Supplemental Trust Deed executed on September 3, 2014 between:

National Investment Trust Limited, a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its principal place of business at 6th Floor, National Bank of Pakistan Building, I.I Chundrigar Road, Karachi, as the Management Company; and

Central Depository Company of Pakistan Limited, incorporated in Pakistan under the Companies Ordinance, 1984, and registered by SECP to act as a Trustee of the Fund, having its registered office at CDC House, 99-B, Block “B”, S.M.C.H.S, main Shahra-e-Faisal, Karachi, as the Trustee.

1.2 Trust Deed (the “Deed”)

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities and Exchange Ordinance 1969, Companies Ordinance 1984 and all other applicable laws and regulations. The terms and conditions in the Deed and any supplemental deed(s) shall be binding on each Unit Holder. In the event of any conflict between the Offering Document and the Deed the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed.

1.3 Modification of Trust Deed

The Trustee and the Management Company, acting together and with the approval of SECP, shall be entitled by supplemental deed(s) to modify, alter or add to the provisions of the Deed to such extent as may be required to ensure compliance with any applicable laws, Rules and Regulations or such modifications as may be necessary in the best interest of the unit holders.

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

1.4 Duration

The duration of the Fund is perpetual. However, SECP or the Management Company may wind it up or revoke on the occurrence of certain events as specified in the Regulations or the Trust Deed.

1.5 Trust property

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 includes the Investment and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon

trust by the Trustee for the benefit of the Unit Holder(s) pursuant to the Deed but does not include any amount payable to the Unit Holders as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property.

Any investment comprised in the Trust Property may at any time be realized at the discretion of the Management Company either in order to invest the proceeds of sale in other authorized investments or to provide cash required for the purpose of any provision of this Deed or in order to retain the proceeds of sale in cash or on deposit as aforesaid or partly one and partly another.

1.6 Transaction in Units

The Offer (Purchase) and Redemption (Repurchase) will be made by the Management Company at Offer and Redemption prices declared for every Dealing Day on the basis of the Net Asset Value (NAV). The NAV based price shall be fixed after adjusting for the Sales Load as the case may be and any Transaction Costs that may be applicable. Except for circumstances elaborated in Clause 4.11 & 10.4 of this Offering Document, units shall be issued on the purchase price of the Fund on the day the payment is realized and redemption of units shall be on the NAV on the day the form is received, complete in all respects, during the Business Hours on the Dealing Day.

1.7 Offering Document

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

1.8 Modification of Offering Document

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

1.9 Responsibility of the Management Company for information given in this Document

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

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

2.1 Investment Objective

The core objective of the Fund is to maximize returns for Unit holders, provide a regular stream of current income through dividends, while long term growth is achieved by the management of diversified portfolio and investments into growth and high yielding equity securities.

2.1.1 Investment Policy

NIUT Fund will primarily invest in equity related instruments. In case the Management Company expects the stock market to drop, based on the analysis of macroeconomic factors such as interest rates, economic growth rate, political climate, corporate earnings, stock market evaluations, etc., the Management Company may temporarily allocate assets to other Authorized Investments, subject to prescribed regulatory limits. The Fund will decide level of exposure in equities on the basis of macro-economic outlook and market attractiveness.

To generate benchmark returns, NIUT Fund would use both qualitative and quantitative equity selection processes. The asset allocation decision would give proper weights to both fundamental and technical analysis.

NIUT Fund shall be authorized to invest in the following investment instruments and in the manner mentioned below in Authorized Investments. :

Authorized Investments

No.	Investment Instrument	Min Exposure Limit	Max Exposure Limit
1	Listed equity securities.	70%* during the year based on quarterly average investment calculated on a daily basis	100% during the year based on quarterly average investment calculated on a daily basis
2	Treasury bills not exceeding 90 days maturity and cash or near term cash instruments including cash in Bank accounts (excluding TDRs). The rating of banks shall be BBB+ or above	0% during the year based on quarterly average investment calculated on a daily basis	30% during the year based on quarterly average investment calculated on a daily basis
3	Equity security not listed on the Stock Exchange, where application for listing has been accepted by the Stock Exchange.	0%	15%

4	Investment outside Pakistan, including international listed securities and foreign currency bank deposits (excluding TDRs), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP	0%	30% (Subject to a cap of USD 15 million)
5	Any other securities or instrument that may be permitted by the Commission.	0%	30%

*Exposure in listed equity securities shall be calculated on the basis of quarterly average investment calculated on daily basis.

Benchmark

The performance benchmark for NIUT Fund shall be KSE-100 Index for the period of return

2.1.2 Risk Control in the Investment Process

The Management Company shall ensure that effective risk control measures are in place for protection of the investors.

The objective of the risk control process is to monitor and measure the risks of Portfolio construction, diversification and holdings, risk concentrations and their contribution to the overall risk profile of the fund, with clear definitions of process and procedures.

2.1.3 Management Company Can Alter Investment Mix

The Management Company can from time to time alter the weightings, subject to the specified limits as per Clause 2.1.1 above, between the various types of investments if it is of the view that market conditions so warrant. The funds not invested in the foregoing avenues shall be placed as deposit with scheduled banks.

2.2 Changes in Investment Policy

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

2.3 Investment Restrictions

(a)The Trust Property shall be subject to such exposure limits or other prohibitions as are provided in the Regulations, Trust Deed, this Offering Document of the Fund, circulars, and directives and shall also be subject to any exemptions that may be specifically given to the Fund by SECP and are explicitly mentioned under the heading Exceptions to Investment Restriction in this offering document or subsequently in writing. If and so long as the value of holding in a particular company or sector exceeds the limit imposed by the Regulations, the Management Company shall not purchase any further Investments in such company or sector. In the event Exposure limits are

exceeded due to corporate actions including taking up rights or bonus issue and/or owing to appreciation or depreciation in value of any Investment, disposal of any Investment or Redemption of Units, the excess exposure shall be regularized in such manner and within such time as specified in the Regulations, circular or notification issued by SECP from time to time

(b) The Management Company, on behalf of the Fund, shall not enter into transactions with any broker that exceeds the limit provided in the Regulations and or circulars and notifications issued by the Commission from time to time.

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

- i. Purchase or sell -
 - a. Bearer securities.
 - b. Securities on margin;
 - c. Real estate, commodities or commodity contracts;
 - d. Securities which result in assumption of unlimited liability (actual or contingent);
 - e. Anything other than Authorized Investments as defined herein;
- ii. Participate in a joint account with others in any transaction;
- iii. Affect a short sale in a security whether listed or unlisted;
- iv. Take Exposure in any other Collective Investment Scheme.
- v. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;
- vi. Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company.
- vii. Invest in securities of the Management Company.
- viii. Issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission.
- ix. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission.
- x. Sell or issue Units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme.
- xi. Merge with, acquire or take over any scheme, unless it has obtained the prior approval of the SECP in writing to the scheme of such merger, acquisition or take over.

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- xii. Enter on behalf of the Scheme, into underwriting or sub-underwriting contracts.
 - xiii. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company.
 - xiv. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.
 - xv. Accept deposits.
 - xvi. Make a loan or advance money to any person from the assets of the Scheme.
 - xvii. The Management Company shall not take exposure of more than, - (a) thirty five percent (35%) of Net Assets of the Scheme in any single group; and (b) ten percent (10%) of Net Assets of Scheme in listed group companies of the asset management company and such exposure shall only be made through the secondary market.
 - xviii. The scheme shall not invest more than thirty (30%) percent or index weight whichever is higher, subject to maximum of thirty five (35%) of its Net Assets value of the Scheme in securities of any one sector as per classification of the stock exchange;
 - xix. As per Regulation, the exposure to any single entity shall not, at any time, exceed an amount equal to ten percent of total net assets of the Scheme or the index weight of the security subject to the limit of fifteen percent, whichever is higher
- (d) In case redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company shall not make any fresh investment or rollover of any investment.
- (e) The Management Company on behalf of NIUT Fund shall maintain minimum cash and near cash instruments subject to applicable Regulations, Circulars or Directives issued by the Commission.

Exemption to Investment Restrictions

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

2.3.1 Financing Arrangements

- (a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange borrowing for account of the Scheme, with the approval of the Trustee, from Banks, Financial Institutions, pensions/retirement funds/ EOBI/ Trusts 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 specified by the SECP and such borrowing shall not exceed the limit specified by the Commission of the scheme at the time of borrowing.

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

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

2.3.2 Restriction of Transactions with Connected Persons

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

2.4 Risk Disclosure

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

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

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

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

2.4.1 There may be times when a portion of the investment portfolio of the Scheme is not compliant either with the investment policy or the minimum/maximum investment criteria of the assigned „category“. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment - specific issues. Investors are advised to study the latest Fund Manager Report specially portfolio composition and Financial Statements of the Scheme to determine what percentage of the assets of the Scheme, if any, is not in compliance with the minimum or maximum investment criteria of the assigned category. The latest monthly Fund Manager Report as per the format prescribed by Mutual Funds Association of Pakistan (MUFAP) and financial statements of the Scheme are available on the website of the Management Company and can be obtained by calling / writing to the Management Company.

2.5 Disclaimer

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

3. OPERATORS AND PRINCIPALS

3.1 Organization (National Investment Trust Limited as Management Company)

National Investment Trust Limited is a Non-Banking Finance Company with a license to perform Asset Management Services as per NBFC Rules 2003. The paid up capital of National Investment Trust Limited is Rs. 95.04 million, held by:

Principal Shareholders of National Investment Trust Limited

Sr. No.	Names	% of Holding	Number of Shares	Amount (Rs)
01	Government of Pakistan	7.67	72,864	7,286,400
02	Industrial Development Bank Limited	16.66	158,400	15,840,000
03	National Bank of Pakistan	8.33	79,200	7,920,000
04	Adamjee Foundation	8.33	79,200	7,920,000
05	MCB Bank Limited	8.33	79,200	7,920,000
06	United Bank Limited	8.33	79,200	7,920,000
07	Pakistan Reinsurance Company Limited	8.33	79,200	7,920,000
08	Tajammal Foundation	8.33	79,200	7,920,000
09	NIB Bank Limited	8.33	79,200	7,920,000

10	Habib Bank Limited	8.33	79,200	7,920,000
11	Trustees of NIT Employees Empowerment Trust	0.66	6,336	633,600
12	Mr. Muhammad Hussain Dawood	2.52	23,925	2,392,500
13	Mr. Aziz Ahmed Dawood	1.82	17,325	1,732,500
14	Mrs. Amina Dawood	1.26	11,962	1,196,200
15	Mr. Akbar Dawood	1.22	11,550	1,155,000
16	Ms. Huma Dawood	0.61	5,775	577,500
17	Mr. Naim Hashim Dada	0.17	1,574	157,400
18	Mr. Fazal Mehmood Dada	0.17	1,574	157,400
19	Mr. Mohammad Hanif Dada	0.17	1,574	157,400
20	Mst. Mehmooda Diwan	0.08	788	78,800
21	Mst. Zetun Shaukat	0.08	788	78,800
22	Mst. Yasmeen Zakaria Cochinwala	0.08	788	78,800
23	Mst. Parveen Younus	0.08	788	78,800
24	Mst. Adila Dada	0.08	788	78,800
TOTAL		100%	950,400	95,040,000

ADAMJEE FOUNDATION

- One of the oldest business groups of the region, Adamjee today symbolizes the "Business House" of the yester years, which is traditionally passed down from generation to generation of family members.
- The group is a well-diversified conglomerate comprising of over twenty companies strategically divided into sub groups with cross holdings.
- Most prominent companies of the group are: Adamjee Insurance Ltd, Adamjee Industries, Adamjee Engineering (Pvt) Ltd and Adamjee Pharmaceuticals (Pvt.) Ltd.
- Adamjee Group is also accredited with setting up MCB, which was nationalized in 1974 followed by its privatization in 1991. MCB is currently one of the country's largest private banks.
- Adamjee Insurance Ltd is the largest insurance company of Pakistan with total assets of Rs 27 billion (as on December 31, 2013).
- Adamjee Insurance has once again received Consumer Choice Award 2013 category for "Best General Insurance Company" by Consumer Association of Pakistan.

INDUSTRIAL DEVELOPMENT BANK LIMITED

- IDBL is one of Pakistan's oldest development financing institutions created with the primary objective of extending term finance for investment in the manufacturing sector of the economy.
 - IDBL has also become an important component of the financial sector of Pakistan and is playing an active role in money and capital market of the country.
 - The Bank provides medium and long term finance in local and foreign currencies for the creation of fixed assets to new industrial projects as well as for expansion, balancing, modernization or replacement of existing projects.
- IDBL is wholly owned by Government of Pakistan with 57% of its shares held by Federal Government, 36% by State Bank of Pakistan and 7% by Provincial Governments and other Public sector corporations.

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- A unique feature of IDBL is that besides Development Financing Institution, it is also a scheduled bank and an authorized dealer of foreign exchange.

NIB BANK LIMITED

- NIB was incorporated in March 2003, following the merger of NDLC and IFIC Bank Limited. In 2004 it acquired the operations of Credit Agricole Indosuez. In June 2007, NIB Bank acquired majority shareholding of PICIC DFI and PICIC Commercial Bank Limited.
- The major sponsor of NIB is Temasek Holding Singapore with a stake of 74.08%. NIB is a subsidiary of Bugis Investment (Mauritius) Ptd. Limited which is a wholly owned subsidiary of Fullerton Financial Holdings Pte. Limited which in turn is a wholly owned subsidiary of Temasek Holdings, an investment arm of Government of Singapore.
- NIB has largest Share Capital of Rs 103 billion among all banks operating in Pakistan.
- NIB Bank has a network of 179 branches as at December 31, 2013, total assets of Rs 177 billion and total deposits of Rs 105 billion.
- The total equity of NIB Bank stood at Rs 14.4 billion as of December 31, 2013. NIB was rated AA- (Long term)/A1+ (Short Term) by Pakistan Credit Rating Agency Limited (PACRA) as of June, 2013.

MCB BANK LIMITED

- MCB Bank is the third largest bank of Pakistan in terms of number of branches with a network of 1,217 branches across Pakistan in 2013.
- The bank's ordinary shares are listed on the all stock exchanges in Pakistan whereas its Global Depository Receipt (GDR) are listed on London Stock Exchange.
- In 2013, MCB was given another award as the „Best Domestic Bank“ by „The Asset“.
- Malayan Banking Berhad, the largest financial institution in Malaysia, acquired 20% shareholding in MCB in 2008.
- Total assets of the bank increased to Rs 816 billion in 2013 from Rs 767 billion in 2012.
- Profit after tax increased to Rs 21.4 billion in 2013 from Rs 20.6 billion in 2012. The Bank has highest entity rating of “AAA” (long-term) and “A1+” (short term) assigned by PACRA in 2013.

UNITED BANK LIMITED:

- UBL has assets of over Rs. 1 trillion and a solid track record of fifty years - in addition to the convenience of 1,283 branches located throughout the country. It also has several overseas locations.
- Total assets have grown by Rs 113 billion (up 13%) to Rs 1,010 billion in 2013 with net advances increasing by 7% to Rs 391 billion and deposits by 19% to Rs 828 billion.
- International operations lent support to the bank's overall results in spite of tough economic conditions, contributing 21% of profitability and 34% of total assets in 2013.

-
- During 2013, UBL received many prestigious awards including Bank of the Year 2013 Pakistan Award by “The Banker”, Asiamoney Best Domestic Bank in Pakistan and Top 25 Companies Award by the KSE.
 - The bank has been rated AA+ (Long Term) and A1+ (Short Term) by JCR-VIS with all ratings assigned a Stable outlook in 2013.

HABIB BANK LTD:

- HBL was the first commercial bank to be established in Pakistan in 1947. Over the years, HBL has grown its branch network and has become the largest private sector bank with over 1,594 branches across the country and a customer base exceeding five million relationships.
- Its direct and indirect presence through affiliates and associates give customers access to 29 countries which makes Pakistan’s largest worldwide bank.
- JCR VIS has assigned entity ratings of HBL to “AAA/A-1+” (AAA/A-One Plus) with „Stable“ outlook. HBL is largest bank in terms of both number of branches and balance sheet size which crossed USD 16 billion mark in 2013. It is the first Pakistani bank to raise Tier II Capital from external sources.
- During 2013, HBL was conferred with awards of Best Retail Bank in Pakistan for 2012 by the Asian Banker, Best Bank in Pakistan by Euromoney, Corporate Excellence Award in the Financial Category by Management Association of Pakistan and Pakistan’s No. 1 Foreign Exchange Bank by Euromoney.

PAKISTAN REINSURANCE COMPANY LIMITED:

- Pakistan Reinsurance Company Limited (PRCL) was established in 1952 as Pakistan Insurance Corporation under PIC Act 1952 in order to support local insurance industry.
- PRCL is a public sector company under the administrative control of the Ministry of Commerce. The Company is headed by a Chairman with a nine member Board of Directors. Seven members of this Board are nominated by the Federal Government while others are elected from the business community enjoying excellent business credentials.
- PRCL is a state of the art reinsurer with the distinction of being the only reinsurer operating in Pakistan. PRCL is providing reinsurance support to the local insurance industry in respect of treaty & facultative business as well as managing specialized insurance schemes assigned by the Federal Government of Pakistan.
- Apart from administrative measures the financial restructuring is also a record milestone. The authorized Capital, which was Rs.1 billion in 2006 and Rs.4 billion in 2007, has now been enhanced to Rs. 25 billion in 2008.

NATIONAL BANK OF PAKISTAN:

- National Bank of Pakistan is the largest public sector bank operating in Pakistan in terms of both balance sheet size and branch network in 2013. It has redefined its role and has moved from a public sector organization into a modern commercial bank.
- The number of overseas branches of NBP stood at 23 during 2013.
- It was awarded the “Top Bank in Pakistan” in “Top 1000 World Banks - 2013” by “The Bankers” magazine owned by Financial Times Group, London.
- “Best Foreign Exchange Bank 2008” by the world's leading financial journal “Global Finance.

- It has a AAA/A-1+ (Triple A/A-One Plus) rating with „stable“ outlook by JCR-VIS as of June, 2013.
- Its standalone AAA rating (the highest in the industry), ROE, which is amongst the highest in the Asian Banking industry, and the comfortable capital adequacy ratios, position the bank well in front of its competitors for future growth.
- The bank was also declared “Domestic Retail Bank of the Year 2013 - Pakistan.
- The Federation of Pakistan Chamber of Commerce and Industries (FPCCI) has also awarded 1st Achievement Award “Gold Model on Banking and Financial Sector” to the bank
- Mr. Muneer Kamal, the Chairman NBP and Chairman of KSE, has over 33 years of extensive experience in banking and financial sector.
- Mr. Syed Ahmed Iqbal Ashraf, President NBP, has rich experience of over 34 years in domestic and international banking.

3.2 Board of Directors of the Management Company

Board of Directors of National Investment Trust Limited

Name, Occupation & Address	Position	Other Directorships
Mr. Shahid Ghaffar Banker House No. 69, Street 6, Naval Housing Society, DHA, Karachi	Chairman & Managing Director-NITL	1. Mari Petroleum Company Limited
Syed Iqbal Ashraf Banker National Bank Building, I.I. Chundrigar Road, Karachi.	Nominee Director of NBP	1. The Hub Power Company Limited 2. Fauji Oil Terminal Distribution Co. limited 3. Pakistan Banks Association 4. Institute of Bankers Pakistan 5. Friends of IBA Trust 6. Karachi Council on Foreign Relations
Mr. Shahzad F. Lodhi Corporate Professional Tower, 14 th Floor, 32 A, Lalazar, M.T Khan Road, Karachi	Nominee Director of PRIC	
Mr. Jamal Nasim Banker House No. 313, Block 66, DHA Lahore.	Nominee Director of IDBP	1. Ellcot Spinning Mills Limited 2. Fazal Cloth Mills Limited 3. Mitchell’s Fruit Farms

		<p>Limited</p> <p>4. Security Papers Limited</p> <p>5. National Bank Modaraba Management Co. Limited</p> <p>6. KSB Pumps Company Limited</p>
<p>Mr. Muhtashim Ahmad Ashai</p> <p>Banker</p> <p>53-A, Nishat House, Lahore.</p>	<p>Nominee Director of MCB</p>	<p>1. MCB Financial Services Limited</p> <p>2. First Woman Bank Limited</p>
<p>Mr. RanaAsad Amin</p> <p>Islamabad</p> <p>Bureaucrat</p> <p>Room No. 205, Block No. Q, Pak Secretariat, Ministry of Finance, Government of Pakistan, Islamabad.</p>	<p>Nominee Director of Ministry of Finance, Government of Pakistan</p>	<p>1. Pakistan National Shipping Company Limited</p> <p>2. National Bank of Pakistan</p>
<p>Mr. Ali Sameer Farooqui.</p> <p>Banker</p> <p>House No. 89/1, 27th Street, Phase 6, Khayaban-e-Hilal, DHA, Karachi.</p>	<p>Nominee Director of UBL</p>	<p>1. First Woman Bank Limited</p> <p>2. KotAddu Power Co. Limited</p> <p>3. UBL Insurers Limited</p> <p>4. DHA Cogen Limited</p>
<p>Mr. Iqbal Adamjee</p> <p>Businessman</p> <p>Adamjee House, I.I Chundrigar Road, Karachi</p>	<p>Nominee Director of Adamjee Foundation</p>	<p>1. Mainetti Pakistan (Pvt.) Limited</p> <p>2. Trustee Adamjee Foundation</p> <p>3. Trustee Child Life Foundation</p>
<p>Mr. Aman Aziz Siddiqui</p> <p>Banker</p> <p>Habib Bank Plaza, 21st Floor, I.I Chundrigar Road, Karachi</p>	<p>Nominee Director of HBL</p>	<p>1. HBL Asset Management</p>
<p>Mr. YameenKerai</p> <p>Banker</p> <p>7th floor, PNSC Building, M.T Khan Road, Karachi.</p>	<p>Nominee Director of NIB Bank</p>	<p>1. Financial and Management Services (Pvt.) Limited</p> <p>2. PICIC Insurance Limited</p>
<p>MianNusrat-ud-Din</p> <p>Businessman</p> <p>23-E/2, Gulberg III, Lahore.</p>	<p>Nominee Director of Tajammal Foundation</p>	<p>1. Chenab Textile Mills Limited</p> <p>2. Polyfine Export Corporation</p> <p>3. Rabbana Chemicals</p>

		<p>4. Member Lahore Chamber of Commerce</p> <p>5. Member BoGTajammal Foundation</p>
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PROFILE OF DIRECTORS:

Mr. Shahid Ghaffar, Chairman & Managing Director NITL

Mr. Shahid Ghaffar has assumed the charge as Managing Director, National Investment Trust Limited (NITL) with effect from May 23 2014. He possesses vast experience of working at top positions in the financial sector. Prior to joining NIT, he was working as Head of Investor Relations and Corporate Representation as well as member of Management Forum at Habib Bank Limited (HBL). Prior to that he had also served as Chief Executive Officer of HBL Asset Management Limited for over six years (2005-2012) and was instrumental in the establishment and growth of the Company.

Mr. Ghaffar has held key positions in the areas of asset management, capital market regulation and governance. At Securities and Exchange Commission of Pakistan (SECP) he served as Executive Director/Commissioner from 2000 to 2005 and played a vital role towards implementation of wide ranging reforms in the Capital Market and capacity building of Securities Market Division in Securities and Exchange Commission of Pakistan (SECP). While working as Managing Director/CEO Karachi Stock Exchange during his two years' tenure (1998-2000) he introduced effective risk management measures and was also instrumental in the automation of trading, enhancing capacity building and professionalism at the Stock Exchange.

During the period 1977-1998, Mr. Shahid Ghaffar had served National Investment Trust Limited (NITL) (one of the biggest open-ended funds in the country) in different capacities in the Asset Management Division and at various stages was responsible for managing equity market portfolio, debt/fixed income portfolio and trading desk. He was also involved in the appraisal and monitoring of projects. In 1996, Mr. Ghaffar was entrusted responsibility of Asset Management Division. He actively participated in the reconstruction of NIT during the crisis period i.e. 1996-1998.

Mr. Ghaffar holds Master Degree in Business Administration from Gomal University D.I.Khan, Khyber Pakhtunkhwa, Pakistan. He has attended several courses on Securities Regulations and Securities Markets Development and portfolio management including the prestigious course conducted by Securities and Exchange Commission, in Washington, DC. (United States).

Mr. Syed Ahmed Iqbal Ashraf, Nominee Director - National Bank of Pakistan

Syed Ahmed Iqbal Ashraf has rich experience of over 34 years in domestic and international banking. Mr. Ashraf is a Fellow of Association of Chartered Certified Accountants (FACCA) from UK; from where he not only acquired his education but also started his career. His work experience spans three continents and he

worked in the UK, USA and UAE for 19 years before he decided to return to Pakistan.

Prior to becoming the President of NBP, he was MD/CEO of PAIR Investment Company Limited. Mr. Ashraf has also enjoyed commanding positions in NBP; he was in-charge of International Operations and managed and revamped Corporate & Investment Banking Group. He played a pivotal role in the establishment of a network of branches in the UK and USA. Another high point in his career is the establishment of Investment Banking Group from scratch for Habib Bank Limited. He successfully established the largest DFI, a JV with China's largest Policy Bank in Pakistan. During his tenure as the Deputy Managing Director & COO-Pak China Investment Company Ltd. he successfully appraised multiple projects. He restructured, reformed and repositioned The Bank of Khyber as the Managing Director/CEO. He has also served as Country Head Investment Banking & Head of Financial Institutions for Societe Generale (SG) - The French International Bank from 1996 to 2002. Amongst his achievements at SG was the appointment as the Financial Advisor to Privatization Commission of Pakistan for the successful privatization of United Bank Limited. During his tenor with SG, he also successfully arranged numerous syndicated facilities as the Sole Arranger. He also helped the SG consortium to be appointed as Financial Advisor for privatization of PESCO, by the Privatization Commission.

Mr. Jamal Nasim, Nominee Director - Industrial Development Bank Limited

Mr. Jamal Nasim, Managing Director, Industrial Development Bank of Pakistan, has more than 33 years of professional experience with NDFC and IDBP, which includes Commercial Banking, Project Management, Operations, Treasury, Risk Management, Internal Audit and Compliance etc. He also has a substantial experience of serving on the Boards of Directors of different companies in Textile, Sugar and Food sectors. He has also held the position of Executive Director, Equity Participation Fund. He holds a Masters degree, in Business Administration, from Asian Institute of Management, Manila - Philippines.

Mr. Muhtashim Ahmad Ashai, Nominee Director - MCB Bank Limited

Mr. Muhtashim Ashai has fifteen years of professional experience in banking sector. At present he holds the position of Senior Executive Vice President and Group Head of Wholesale Banking Group at MCB Limited. He graduated with a BS degree from UET and completed his MBA from LUMS, followed by the International Management Program at McGill University in Montreal. For the last ten years, he has been working with ABN AMRO Bank in various roles in Pakistan, Singapore, Japan and China.

Mr. Rana Assad Amin, Nominee Director - Ministry of Finance, Government of Pakistan

Rana Assad Amin is a civil servant working with the Ministry of Finance, Pakistan. He has 35 years of experience in financial management, auditing and accounting at his credit. He has served as Special Secretary Finance and now appointed as Adviser to the Ministry of Finance, Pakistan. He has obtained an MBA from Bradford University UK and a Masters in International Project Management in Sweden. He has substantially contributed to the restructuring of some of the Public Sector Enterprises (PSEs) before their privatization. At the policy level he has

actively pursued reform process including Medium-Term Budgetary Framework, Corporate Governance of financial and non-financial institutions, Expenditure management, Anti-money laundering regime etc. He has been Director on the Boards of a number of PSEs, DFI and Banks. He has been actively involved in preparing three consecutive Pakistan National Budgets.

Mr. Ali Sameer Farooqui, Nominee Director - United Bank Limited

Mr. Ali Sameer Farooqui is Chief Risk Officer - United Bank Limited and is responsible for managing risk for UBL in all areas of business and operations. Ali is an MBA with a concentration in Finance and has over twenty five (25) years of work experience. He has previously been associated in the areas of Corporate Banking, Investment Banking and Credit & Risk Policy at various institutions, both locally and internationally. He started his career with American Express Bank as a trainee officer in 1985 and subsequently served in institutions like Jardine Fleming/Robert Fleming, London, and Prime Commercial Bank. He has been with UBL since the beginning of 2001. Ali is part of UBL's Executive Committee and various other senior management forums. He is also the Secretary of UBL's Board Risk Management Committee.

Mr. Iqbal Adamjee, Nominee Director - Adamjee Foundation

Mr. Iqbal Adamjee is representing Adamjee Foundation on the Board of NIT. Mr. Adamjee has acquired graduation degree from Stanford University, USA. He has been associated with various business concerns of the Adamjee Family which includes Adamjee Insurance, Adamjee Jute Mills and Automative Batteries. Mr. Adamjee is at present Director Mainetti (Pvt) Limited and serving as Trustee of Adamjee Foundation & Trustee of Child Life Foundation. From the aforementioned platforms he has immensely contributed towards betterment of education and health sectors

Mr. Aman Aziz Siddiqui, Nominee Director - Habib Bank Limited

Mr. Aman Aziz Siddiqui is Head of Strategy, Investments, HR and Learning Development, Marketing and Brand Management of Habib Bank Limited. He has over 30 years of Banking experience in leadership Positions with Bank of America, United Bank Limited and Habib Bank Limited in Pakistan, GCC, UK and Italy. He holds extensive experience in Debt Capital Raising, Syndication, Structured Trade Finance, Privatization, and other Advisory, Mergers & Acquisitions and Securitization. Mr. Siddiqui by qualification is Masters in Business Administration from Rutgers Graduate School of Management, USA.

Mr. MianNusrat-ud-Din, Nominee Director - Tajammal Foundation

MianNusrat-ud-Din is representing Tajammal Foundation on the Board of NITL. He is the Chairman, Chenab Group, which is involved in integrated manufacturing and export of Textile goods as well as in Agricultural products. MianNusrat-ud-Din is a graduate in Chemical Engineering and also holds a Master's degree in Chemical Technology. He has over 40 years management experience of Textile Spinning Mill and Chemical Plants. Also, he has vast experience as a member executive committee of Lahore Chamber of Commerce & Industry and various Trusts.

Mr. YameenKerai, Nominee Director - NIB Bank Limited

Mr. YameenKerai has over 32 years" experience in public accounting and finance related roles in the insurance and banking industry.

After graduating from London School of Economics, he qualified as a Chartered Accountant with Robson Rhodes, London. After pursuing public accounting in Jeddah with Touche Ross, one of the global big eight firms, he joined a leading Canadian insurer, Canada Life, in Toronto, where he performed internal audit, finance and tax roles. He then joined ABN AMRO, a large multinational Dutch bank as CFO of their Pakistan operations in Karachi, while also looking after IT, admin and real estate matters. He was then given a regional role in ABN AMRO, Singapore as CFO, Asia Pacific, overseeing finance functions of 13 countries. In June 2005 he joined NIB Bank as CFO.

Mr. Shahzad FarooqLodhi, Nominee Director - Pakistan Reinsurance Company Limited

Mr. Shahzad Farooq Lodhi is Company Secretary and Executive Director-HR, Pakistan Reinsurance Company Limited having 30 years of diversified experience in Sales, Marketing Human Resource & Administration and Corporate Affairs. He has served at various important positions within Pakistan Reinsurance Company Limited. Mr. Lodhi by qualification is a Law Graduate and is also Masters in Business Administration in HR and Marketing. He also holds Fellowship of the Institute of Marketing Management and Taxation Management.

PROFILE OF THE MANAGEMENT:

Mr. ShahidGhaffar, Chairman & Managing Director

Mr. Manzoor Ahmed, Chief Operating Officer

Mr. Syed Zubair Ahmed, Company Secretary, Controller of Branches & Head of Corporate Governance,

Mr. Shahid Anwar, Head of Personnel & MD Secretariat

Mr. Aamir Amin, Head of Finance

Mr. AsimRafiq, Head of Internal Audit

Mr. Iqbal Ahmed, Head of Administration

Mr. Abdul Rashid, Acting Head of Legal

Mr. Imran Rafiq, Head of Research

Mr. Raza Abbas Jaffery, Head of Trading

Mr. Shoaib A. Khan, SVP/Fund Manager - Income Funds

Mr. ShahidGhaffar

Mr. ShahidGhaffar has assumed the charge as Managing Director, National Investment Trust Limited (NITL) with effect from May 23, 2014. He possesses vast experience of working at top positions in the financial sector. Prior to joining NIT, he was working as Head of Investor Relations and Corporate Representation as well as member of Management Forum at Habib Bank Limited (HBL). Prior to that he had also served as Chief Executive Officer of HBL Asset Management Limited for over six years (2005-2012) and was instrumental in the establishment and growth of the Company.

Mr. Ghaffar has held key positions in the areas of asset management, capital market regulation and governance. At Securities And Exchange Commission of

Pakistan (SECP) he served as Executive Director/Commissioner from 2000 to 2005 and played a vital role towards implementation of wide ranging reforms in the Capital Market and capacity building of Securities Market Division in Securities And Exchange Commission of Pakistan (SECP). While working as Managing Director/CEO Karachi Stock Exchange during his two years" tenure (1998-2000) he introduced effective risk management measures and was also instrumental in the automation of trading, enhancing capacity building and professionalism at the Stock Exchange.

During the period 1977-1998, Mr. ShahidGhaffar had served National Investment Trust Limited (NITL) (one of the biggest open- ended funds in the country) in different capacities in the Asset Management Division and at various stages was responsible for managing equity market portfolio, debt/fixed income portfolio and trading desk. He was also involved in the appraisal and monitoring of projects. In 1996, Mr. Ghaffar was entrusted responsibility of Asset Management Division. He actively participated in the reconstruction of NIT during the crisis period i.e. 1996-1998.

Mr. Ghaffar holds Master Degree in Business Administration from GomalUniversity D.I. Khan, Khyber Pakhtunkhwa, Pakistan. He has attended several courses on Securities Regulations, Securities Markets Development and portfolio management including the prestigious course conducted by Securities and Exchange Commission, in Washington, DC. (United States).

Mr. Manzoor Ahmed

Mr. Manzoor Ahmed is Chief Operating Officer (COO) of National Investment Trust Limited (NIT) which is the largest Asset Management Company of Pakistan. He has been successfully managing the operations and investment portfolio worth over Rs. 91 bn. He has experience of over 25 years of the Mutual Fund industry and has been placed at many key positions within NIT that includes capital market operations, investments, research and liaising with the regulatory authorities. He is M.B.A. and also holds D.A.I.B.P. At present, he is a candidate for CFA Level III. Mr. Ahmed has attended various training courses organized locally and internationally. He represents NIT as Nominee Director on the Board of Directors of many leading national and multinational companies of Pakistan. Mr. Ahmed is also a Certified Director from Pakistan Institute of Corporate Governance.

Mr. Syed Zubair Ahmed

Mr. S. Zubair Ahmad is an MBA from IBA Karachi and MPhil in economics from Glasgow University UK. He did post graduate diploma in General management of State Enterprises with distinction from Research Institute for Development sciences The Netherlands. In addition he has attended and qualified various short international Seminars/ courses in the fields of Privatization, Development Policies, Corporate Planning, and Performance Evaluation etc. Mr. Zubair has served at senior management levels in Federal Government, Public/Private sectors and Reputable Financial Institutions during his service career ranging over 35 years. He was CFO/ Company Secretary Pak-Kuwait Takaful Co. Ltd. (Sept.2005-July2009), Executive Director Services/Accounts at ZaraiTaraqiati Bank Ltd. (Sept. 2001-Feb.2005), Head Of Marketing and Company Secretary at NIT (July 2000-Sept.2001) and General Manager Finance/Accounts and Secretary to the

Board at Engineering Development Board (May 1989-July 2000). He joined NIT on May 21, 2010 as Controller of Branches. He also represents NITL as Nominee Director in a number of companies.

Mr. Shahid Anwar

Presently, he is Head of Personnel Department as well as the MD's Secretariat. Mr. Anwar has been associated with NIT for the last 6 years, having an overall corporate experience of over 32 years including a long association with Investment Corporation of Pakistan at key positions. He holds Masters Degree in Business Administration and D.A.I.B.P from Institute of Bankers of Pakistan. Mr. Anwar also represents NIT as Nominee Director in a number of companies.

Mr. Aamir Amin

Aamir joined NIT in July 2006 as Controller Accounts and elevated to the position of Head of Finance in January 2008. Mr. Amin is a Fellow Chartered Accountant by profession from Institute of Chartered Accountants of Pakistan (ICAP) with training from Ernst & Young - Pakistan and also a Certified Information Systems Auditor (CISA) from ISACA USA. He has work experience of over 18 years, in both financial and non-financial services industry. He also represents NIT as Nominee Director on various Boards.

Mr. Asim Rafiq

Mr. Asim Rafiq is a Fellow member of the Institute of Chartered Accountants of Pakistan. Asim has over 15 years diversified experience in finance, accounting & operations, treasury functions, strategy and financial planning, liquidity management, taxation, user level software/ERP development and implementation, secretarial practices, external and internal audits, merger and acquisitions, regulators' dealings, corporate affairs, budgeting, tax planning, new financial products development and corporate governance in leading private and public sector organizations.

Mr. Asim completed his Chartered Accountancy from the Institute of Chartered Accountants of Pakistan with training from A F Ferguson & Co. Chartered Accountants; certification in International Financial Reporting Standards (IFRS) from the Institute of Chartered Accountants in England & Wales and certification in Internal Audit from the Institute of Internal Auditors, USA. He has also attended various national and international seminars & conferences on IFRS, Governance & Strategic planning. Also, he has completed renowned Leadership Grid Seminar from Grid International Inc, USA. Presently, he holds position of Head of Internal Audit at National Investment Trust Limited. In addition, he has been a nominee Board member of various listed companies in diversified sectors including Oil and Gas, Investment banking, Sugar, Paints, Printing and Packaging.

Mr. S. Iqbal Ahmed

Mr. Iqbal Ahmed is currently working as "Head of Administration". He has long association of 21 years with NIT working in different areas. He is an active member of various committees of NIT. Mr. Iqbal holds Bachelor degree in Commerce from Karachi University. He is also representing NIT on the Board of Paper & Board Company.

Mr. Abdul Rashid

Mr. Abdul Rashid is Acting Head of the Legal Affairs Department of NITL. He has over 30 years of experience with Corporate Affairs, Corporate Governance, Marketing and Legal Affairs Department. He holds Bachelor's Degree in Law and Masters in Economics from University of Karachi. He is also qualified D.A.I.B.P from Institute of Bankers Pakistan.

Mohammed Imran Rafiq

He is presently the Head of Research with almost 4 years of experience in the financial services sector and 3 years of experience in textile manufacturing operations. Mr. Rafiq is an MBA from the University of Manchester, UK, a MS and BSc in Textiles Chemistry from USA and is a CFA Charter holder. He is also serving as NIT nominee Director on the Board of different listed companies.

Raza Abbas Jaffery

Raza Abbas Jaffery is working with NIT since 2001 in the Asset Management Division. Currently he is heading the Trading Department of NIT. He is also a fund manager of NIT-Equity Market Opportunity Fund. Mr. Jaffery is an MBA in Finance. Mr. Jaffery also has four years work experience in the money market. He is also serving as NIT nominee director on various boards.

Shoaib Ahmad Khan

Mr. Shoaib A. Khan has been associated with NIT for the last over 18 years. Presently, he is working as SVP/Fund Manager - Income Funds and also looking after Product Development. He is an MBA in Finance from Philippines and also holds D.A.I.B.P from Institute of Bankers, Pakistan. Mr. Shoaib also represents NIT as Nominee Director on the Board of various listed Companies.

3.3 Details and note on the performance of the Collective Investment Schemes under the management of the Asset Management Company:

As of June 30, 2014, National Investment Trust Limited was managing following five funds with total funds under management of Rs. 81.74 billion as on June 30, 2014.

1. National Investment (Unit)Trust - NI(U)T
2. NIT - State Enterprise Fund (NIT - SEF)
3. NIT - Equity Market Opportunity Fund (NIT - EMOF)
4. NIT Government Bond Fund (NIT GBF)
5. NIT Income Fund (NIT IF)

PACRA assigned a rating of "AM2-" on the basis of results of FY13, which reflects the company's very strong capacity to manage the risk inherent in asset management and asset manager meets very high investment management industry standards and benchmarks.

National Investment (Unit) Trust - NI(UT)

National Investment (Unit) Trust is the oldest & the largest Mutual Fund of the country with Rs. 59.90 billion assets under management as on June 30, 2014. National Investment (Unit) Trust was established under a Trust Deed executed between National Investment Trust Limited (NITL) as the Management Company and National Bank of Pakistan (NBP) as the Trustee. The Trust Deed was executed on 12th November 1962, and was amended vide Supplemental Trust Deed dated 26th June 1968, 7th June 1981, 27th November 1998, 12th November 2002, 31st December 2003 and 18th January 2007. The functions of the Fund are governed by the Trust Deed and National Investment (Unit) Trust Ordinance, 1965. Presently CDC is representing as Trustee of NIUT Fund. Pakistan Credit Rating Agency Limited (PACRA) has assigned a "4-star" rating (short term) and "3 star" (long term) to the Fund based on the performance during thirty six months period ended June 30, 2013.

Fund Information NI(UT):

<input type="checkbox"/> Launch date	12th November 1962
<input type="checkbox"/> Nature	Open End
<input type="checkbox"/> Category	Equity Scheme
<input type="checkbox"/> Fund Size as on Sept. 8, 2014	Rs. 64.108 Billion
<input type="checkbox"/> NAV/unit (08.09.14)	Rs. 56.83
<input type="checkbox"/> Par Value	Rs. 10
<input type="checkbox"/> Benchmark	KSE 100 Index

5 Year Performance of Fund

	FY 10	FY 11	FY 12	FY 13	FY 14
NI(UT) Return (%)	17.92%	24.00%	7.57%	58.42%	56.98%
KSE 100 Index Return (%)	35.74%	28.54%	10.45%	52.20%	41.16%
Dividend Per Unit (Rs.)	2.25	4.00	3.50	3.75	4.10
Net Assets at year end (Rs. in billion)	30.16	40.46	41.48	47.29	59.90
NAV at year End	28.17	32.14	30.27	42.41	60.69

NIT - STATE ENTERPRISE FUND

NIT-State Enterprise Fund was established under a Trust Deed executed between National Investment Trust Limited (NITL) as the Management Company and Central Depository Company of Pakistan Ltd. (CDC) as Trustee. The Trust Deed was executed on 24th October 2008. In order to ward off the systemic risk created in the equity market by forced sales and margin calls, the Government of Pakistan decided to launch the State Enterprises Fund under the management of NIT for the specific purpose of buying stocks of eight companies in which the GOP has a sizeable shareholding and thereby providing necessary liquidity in the market. NIT State Enterprise Fund launched its operations on 13th January 2009.

Fund Information NIT-State Enterprise Fund:

<input type="checkbox"/> Launch date	13 th January 2009
<input type="checkbox"/> Nature	Open End
<input type="checkbox"/> Category	Equity Scheme
<input type="checkbox"/> Fund Size as on Sept. 08, 2014	Rs. 5.190 Billion
<input type="checkbox"/> NAV/unit as on Sept. 08, 2014	Rs. 23.02
<input type="checkbox"/> Par Value	Rs. 50
<input type="checkbox"/> Benchmark	KSE 100 Index

5 Year Performance of the Fund

	FY 10*	FY 11	FY 12	FY 13	FY 14
NI-SEF Return (%)	43.40%	14.75%	6.07%	40.90%	27.17%
KSE 100 Return (%)	35.74%	28.54%	10.45%	52.20%	41.16%
Bonus	38.24%	23.00%	9.30%	12.92%	240%
Net Assets at year end (Rs. in billion)	24.79	26.37	20.83	17.69	6.50
NAV at year End	98.41	95.71	89.32	119.30	143.50

**Since January 13, 2009*

FY14	Return since inception
NIT-SEF (%) since Jan. 13, 2009	385.33%
KSE 100 (%) since Jan. 13, 2009	390.82%

Dividend Per Unit (Rs.)	120.00 Bonus
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NIT - EQUITY MARKET OPPORTUNITY FUND (NIT - EMOF)

NIT started making investments from this Fund on 25th July 2008. NIT - EMOF was constituted under the Trust Deed executed between National Investment Trust Limited (NITL) being the management company and Central Depository Company (CDC) of Pakistan being Trustee..

Fund Information (NIT - EMOF):

<input type="checkbox"/> Launch date	25th July 2008
<input type="checkbox"/> Nature	Open End
<input type="checkbox"/> Category	Equity Scheme
<input type="checkbox"/> Fund Size as on Sept. 08, 2014	Rs. 7.775 Billion
<input type="checkbox"/> NAV/unit as on Sept. 08, 2014	Rs. 189.57
<input type="checkbox"/> Par Value	Rs. 100
<input type="checkbox"/> Benchmark	KSE 100 Index

5 Year Performance of Fund

	FY 10*	FY 11	FY 12	FY 13	FY 14
NIT-EMOF (%)	1.33%	23.69%	18.04%	41.85%	32.09%
KSE 100 (%)	7.38%	28.54%	10.45%	52.20%	41.16%
Bonus (Rs/unit)	3.00	8.00	6.75	20.00	20.00
Net Assets at year end (Rs. in billions)	4.618	5.712	6.068	7.555	7.884
NAV at year End	101.33	121.62	134.12	180.68	212.24

**From 14th Sept. 2009 to 30th June 2010*

FY14	Return since inception
NIT-EMOF (%) since July 25, 2008	176.95%
KSE 100 (%) since July 25, 2008	165.78%
Dividend Per Unit (Rs.)	20.00 Bonus

NIT - GOVERNMENT BOND FUND

NITL, in its efforts to provide a wide range of services to cater the needs of different classes of investors, has launched NIT Government Bond Fund. It is an open end Income Fund investing primarily in the short term as well as long term Government Securities with maximum weighted average time to maturity not exceeding 7.5 years.

NIT GBF is a low risk income fund with major investment (70% or above) in Government Securities while at least 25% shall be invested in cash and near cash instruments which includes cash in bank account (excluding TDRs) and treasury bills not exceeding 90 days maturity. As on August 29, 2014, NIT GBF had funds under management of around Rs. 4.563 billion and had approximately 1,204 unit holders.

Fund Information (NIT - GBF):

<input type="checkbox"/> Launch date	18 November 2009
<input type="checkbox"/> Nature	Open End
<input type="checkbox"/> Category	Income Fund
<input type="checkbox"/> Fund Size as on August 29, 2014	Rs. 4.580 Billion
<input type="checkbox"/> NAV/ unit as on August 29, 2014	Rs. 10.3043
<input type="checkbox"/> Par Value	Rs. 10
<input type="checkbox"/> Benchmark	The performance of the scheme will be compared against a benchmark based on 70% average of weighted average yield of 6 months T-Bills auctions held during the period and 30% average most recently published 1 month deposit rates of "A" and above rated schedule banks.

5 Year Performance of NIT Government Bond Fund

	*FY 10	FY 11	FY 12	FY 13	FY 14
NIT GBF Return (%)	10.77	11.19	9.76	9.93	7.64
Bench Mark Return (%)	10.42	11.33	10.64	8.80	8.80
Distribution Per Unit (Rs.)	0.65	1.0201	1.1094	0.8803	0.75
Net Assets (Rs. in Millions)	3,740	3,056	3,145	4,796	4,198

NAV at year End	10.6480	11.1169	11.0823	10.9636	10.8539
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* Since November 18, 2009

NIT INCOME FUND - (NIT IF)

NITL, in its efforts to provide a wide range of services to cater to the needs of different classes of investors, had launched the "NIT Income Fund" in the Fixed Income Category. It is also an open end Income Fund. As on August 29, 2014, NIT IF had funds under management of around Rs. 3.295 billion and had approximately 1,410 unit holders.

Fund Information (NIT IF):

<input type="checkbox"/> Launch date	19 February 2010
<input type="checkbox"/> Nature	Open End
<input type="checkbox"/> Category	Income Fund
<input type="checkbox"/> Fund Size as on September 08, 2014	Rs. 3.287 Billion
<input type="checkbox"/> NAV/unit as on September 08, 2014	Rs. 10.3959
<input type="checkbox"/> Par Value	Rs. 10
<input type="checkbox"/> Benchmark	6 Month Ask KIBOR

5 Year Performance of NIT Income Fund

	*FY 10	FY 11	FY 12	FY 13	FY 14
NIT IF Return (%)	9.88	12.10	12.34	9.56	7.06
Bench Mark Return (%)	12.35	13.38	12.38	9.92	9.82
Distribution Per Unit (Rs.)	0.35	1.0581	1.1065	1.0590	0.72
Net Assets (Rs. in Millions)	2,296	2,014	2,622	3,680	3,316
NAV at year End	10.3438	11.2029	11.3966	11.2743	10.9370

* Since February 19, 2010

3.4 Role and Responsibilities of the Management Company

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

3.4.1 Administration of the Scheme

The Management Company shall administer the Scheme in accordance with the Rules, the Regulations, directives, circulars and guidelines issued by SECP, the Deed and this Offering Document and the conditions (if any), which may be imposed by the Commission from time to time.

3.4.2 Management of Fund Property

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

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

3.4.3 Appointment of Distributors

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

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

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

3.4.4 Appointment of Investment Facilitator

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

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

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

3.4.5 Maintenance of Accounts and Records

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

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

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

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

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

3.5 Maintenance of Unit Holders Register

- 3.5.1 A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint.

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- 3.5.2 The office of the Transfer Agent is located at the head office of the Management Company, where Register of Unit Holder will maintain or at such other address as the Trustee may advertise/notify.
- 3.5.3 Every Unit Holder will have a separate Folio Number. The Management Company shall use such number for recording Units held by the Unit Holder. Unit Holder's account identified by the folio number will reflect all the transactions in that account held by such Unit Holder.
- 3.5.4 For bearer certificate, detail of issued certificates shall be recorded in the single omnibus account in the unit holder register.
- 3.5.5 The Trustee or the Management Company shall be entitled to require that the signature of any Holder or joint Holder to any document required to be signed by him under or in connection with this Deed/Offering Document shall be verified by a banker or broker or other responsible person or otherwise authenticated to its or their reasonable satisfaction.

3.6 Disclaimer

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

3.7 Role of the Trustee

(a) The trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Deed and the Offering Document.

(b) 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

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- 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)

(c) The Trustee shall not be liable for any loss caused to the Trust or to the value of the Trust Property due to any elements or circumstances of Force Majeure

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

3.7.1 Obligations under Regulations and Constitutive Document

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

3.7.2 Custody of Assets

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

3.7.3 Investment of Trust Property at direction of Management Company

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

3.7.4 Carrying out instructions of the Management Company

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

3.7.5 Liabilities of the Trustee

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

3.7.6 Disclaimer

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

3.8 Transfer Agent

The Management Company will perform duties as the Transfer Agent of the Fund until any further notice and intimation to the Trustee. The Management Company will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

3.9 Custodian

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

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

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

3.10 Distributors/Facilitators

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

3.10.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holders, including receiving applications for change of address or other particulars or applications for issuance of duplicate certificates, requests for income tax exemption or Zakat exemption, etc. for immediate transmission to the Management Company or Transfer Agent as appropriate for further action. The Management Company shall remunerate the Distributors out of its resources and/or from Sales Load.

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

3.11 Auditors

KPMGTASEER HADI & CO.
First Floor Sheikh Sultan Trust Building No. 2,
Beaumont Road,
Karachi

3.11.1 They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Ordinance, as amended from time to time. The appointment of Auditor and contents of the Auditor's report shall be in accordance with the provisions of the Rules and Regulations.

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

3.11.3 The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be

considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.

3.11.4 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

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

3.12 Legal Advisors

MUHAMMAD MASOOD KHAN & ASSOCIATES
Advocates & Legal Consultants
C-25, Second Floor, Sunset Boulevard,
Phase II, DHA,
Karachi.

3.13 Bankers

The bankers to the Fund are:

- (i) Bank Al-Habib Limited
- (ii) Allied Bank Limited
- (iii) United Bank Limited
- (iv) Summit Bank Limited
- (v) Bank Al Falah Limited
- (vi) NIB Bank Limited
- (vii) National Bank of Pakistan
- (viii) Habib Bank Limited
- (ix) Standard Chartered Bank (Pakistan) Limited
- (x) MCB Bank Limited
- (xi) Faysal Bank Limited
- (xii) Soneri Bank Limited
- (xiii) And any other Bank appointed by the Trustee and the Management Company.

3.13.1 Bank Accounts

(a) The Trustee, at the request of the Management Company, shall open Bank Account(s) titled "**CDC Trustee - National Investment (Unit) Trust**" for the Unit Trust at designated Bank(s) inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust's Funds.

(b) The Management Company may also require the Trustee to open Bank Account(s) titled "**CDC Trustee - National Investment (Unit) Trust-Dividend Account**" as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.

(c) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

(d) All income, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

(e) The Trustee shall, if requested by the Management Company at its discretion also open a separate Account designated by the Management Company. These account(s) may be used for the purpose of collection of sale proceeds, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Such account(s) may also be used for temporary parking for the purpose of redemption. Provided however, in relation to the other unit trusts managed by the Management Company mentioned above, there are similar provisions in the trust deeds of such Funds and have Trustee as common between them. Such accounts shall be in the title of “**CDC Trustee- National Investment (Unit) Trust**”.

3.14 Rating of the Scheme

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

3.15 Minimum Fund Size

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

4. CHARACTERISTICS OF UNITS

4.1 Units

All Units and fractions thereof represent an undivided share in the Fund and rank paripassu as to their rights in the net assets, earnings, and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Fund proportionate to the Units held by such Unit Holder. For the convenience of investors, the Management Company may issue Units with different options for different arrangements as chosen by the investor from time to time, after seeking prior approval of the Commission and amending this document.

4.2 Purchase and Redemption of Units

- (a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in this Offering Document.
- (b) Units are issued upon realization of subscription money.¹
- (c) Bearer Units will not be issued to any Investor.
- (d) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (e) The Management Company may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of funds or to meet any regulatory requirements.

4.3 Procedure for Purchase of Units

4.3.1 Who Can Apply?

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

- (a) Citizens of Pakistan resident in Pakistan. In respect of minors below 18 years of age, joint accounts may only be opened with their guardian who shall be the principal holder.
- (b) Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan provided such investment is permitted under their respective memorandum and articles of association and/or bye-laws.
- (c) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan can apply for Units subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that may apply to their place of residence, domicile and citizenship. Any person making an application for the Purchase of Units in the Fund shall warrant that he/she is duly authorized to purchase such Units.
- (d) Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended from time to time, including by SROs.
- (e) Provident, Pension and Gratuity Funds constituted by organizations other than companies under Section 20 (h) of the Trusts Act 1882, (11 of 1882).

¹Amended vide Third Supplemental Offering Document dated September 25, 2017.

(f) Insurance companies under the Insurance Ordinance, 2000.

(g) Non-Profit Organization under Rule 213 (i) of the Income Tax Rules, 2002.

(h) Fund of Funds.

How can Units be purchased?

4.3.2 Account Opening Procedure

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

(a) Before purchasing Units of the Fund an investor must apply for registration with Management Company using the prescribed Form.

(b) In case of individuals, a photocopy of the valid Computerized National Identity Card (CNIC), NICOP or Passport etc. of the applicant or any other form of identification acceptable to the Management Company needs to be furnished

(c) In case of a body corporate or a registered society or a trust the following documents would be required,

(i) Duly certified copy of the memorandum and articles of association/ Charter/ applicable Byelaws or rules and regulations;

(ii) Duly certified copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officers to invest the Funds and/ or to realize the Investment and;

(iii) Duly certified copy of the valid Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.

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

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

(e) The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.

(f) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the

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

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

4.3.3 Joint Application

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

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

- (d) A single Holder may convert his / her existing account as joint account.

4.3.4 Purchase of Units

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- (a) After opening an account an account holder may purchase Units of the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.
- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "Account Payee only" as specified below;
- Demand draft or Pay order in favor of "**CDC Trustee- National Investment (Unit) Trust**
 - Online transfer to Bank Account(s) of "**CDC Trustee- National Investment (Unit) Trust**
 - Cheque (account payee only marked in favor of "**CDC Trustee- National Investment (Unit) Trust**
- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor's Registration Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be validly issued by Distributors/Management Company.
- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company may make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.3.5 Minimum Amount of Investment

The minimum amount for Investment would be of **Rs. 5,000** per transaction at applicable purchase price other than reinvestment of Dividend and Bonus Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively.

4.3.6 Determination of Purchase (Public Offer) Price

- (a) The Purchase (Offer) Price for the Unit offered, shall be determined from time to time pursuant to the Sub clause (b) hereafter and shall be announced by the Fund for Dealing Days during the period when the Fund is open for subscription.
- (b) The Purchase (Offer) Price shall be equal to the sum of:
- (i) The Net Asset Value as of the close of the Business Day (Forward pricing) /;
 - (ii) Any Front-end Load as disclosed in this Offering Document;
 - (iii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
 - (iv) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
 - (v) Such sum shall be adjusted upward to the nearest 5 paisa after two decimal places.

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

- (c) The Purchase (Offer) Price so determined shall apply to purchase requests, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which the completely and correctly filled application form is received.²
- (d) The Purchase (Offer) Price determined by the Management Company shall be made available to the public at the office and branches of the Distributors and will also be published daily on the Management Company's and MUFAP's website.

4.3.7 Allocation/ Issue of Units

- (a) Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day shall be considered in time. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.
- (b) Units will be allocated at the Purchase Price as determined in clause 4.3.6 above and issued after realization of Funds in the bank account of the Fund.³
- (c) The Transfer Agent shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.

² Amended vide Third Supplemental Offering Document dated September 25, 2017.

³ Amended vide Third Supplemental Offering Document dated September 25, 2017.

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- (d) In case the Management Company announces a suspension of further issue of Units of Fund, it may allow existing Unit Holder to continue acquiring Units out of any dividend declared on the Units held.

4.3.8 Issuance of Physical Certificates

- (a) Unit Certificates will be issued only if requested by the Unit Holder.
- (b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of **Rs. 100/-** per Certificate or any other amount as determined by the Management Company from time to time.
- (c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder or to the address of the first named Joint Unit Holder, if the relevant Unit or Units are jointly held.
- (d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.
- (e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.
- (f) All Certificates shall be registered. Further issue of Bearer Certificates have been discontinued since 24th October 2004 and as such, no new bearer certificates shall be issued.
- (g) The Management Company may, in its sole discretion, convert the uncollected/undelivered Unit Certificates into electronic Units without obtaining any consent from the Unit Holder. However, unit holder can request for physical Certificates against such electronic form units.

4.3.9 Replacement of Certificates

- (a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security etc. as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- (b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- (c) Each new issue of Certificates will require payment of **Rs.100/-** per Certificate, subject to revisions of fee from time to time by the Management Company.

(d) No new Certificate may be issued in lieu of any Bearer Certificate lost, stolen or destroyed

(e) The Transfer Agent or Management Company may issue Registered Certificates, in place of bearer certificates or coupons which are defaced or mutilated, on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security etc. as may be required. Any defaced or mutilated Bearer Certificate or Coupon must be surrendered before a new Registered Certificate is issued. No new Bearer Certificate or Coupon shall be issued in case of defaced or mutilated certificate. Neither the Management Company nor the Trustee shall incur any liability for any action, which they may take in good faith under the provisions of this sub-clause.

4.3.10 Issuance of Units in Book Entry form in CDS

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

4.4 Administrative Plan

4.4.1 Investors of the Fund may opt for an Administrative Plan over the Fund at any time to attain a regular periodic income to support their requirements.

4.4.2 The Management Company, under intimation to the Trustee, may introduce such Administrative Plans as may be deemed necessary in the best interest of the Unit Holders. Any such Plans shall be offered to the investor at the time of opening of an account. Detailed information on any new Administrative Plans shall be made available on the website of the Management Company and with the Distributor. At present, the following Plans are being offered by the Management Company:

(i) **New RoshanKal Plan**

New RoshanKal Scheme is designed for individuals who wish to deposit their savings in smaller amounts in Units of the Fund. The minimum investment amount permitted under this scheme is Rs. 500/- per month and the investors can opt for investment terms of 5, 10, 15 or 20 years. Any dividend declared by the Management Company is reinvested under this Scheme. However the dividend would be subject to tax as per the applicable laws.

(ii) **RoshanKal (Education & Marriage Plan)**

The Education & Marriage Plan is designed to meet the future expenses of education and marriage of children of an investor. The investment amount permitted is a minimum of Rs. 300/- per month. The maturity of plan is 15 years for education plan and 20 years for marriage plan. Under the Education plan, 10% out of net dividend issued is reinvested and the remaining 90% is given to the investor in order to meet with the educational expenses of the child whereas in the Marriage Plan, any dividend declared by the Management Company, after deduction of applicable tax, is reinvested.

The subscriber of the above Plans has the option to convert from one plan to the other or to discontinue or to convert the above plans into regular scheme/account. Encashment of investment prior to its maturity shall be done on the request of the subscriber of the above plans as per the procedure of redemption as stipulated hereunder in case of normal Unit Holders without any additional surcharge or penalty. Further upon reaching its date of maturity, any units in the account shall be redeemed, as per instructions of the Unit Holder, and proceeds of the same are paid to the subscriber.

In the event of death of an investor in the New RoshanKal Plan, any outstanding units are transferred to its legal heirs as per the procedure detailed in Clause 4.7.8 or in case of Joint Holder in Clause 4.3.3(c), whereas, in case of the RoshanKal (Education & Marriage Plan), the plan shall continue until the child has attained majority. Premature encashment of the units can be done by the Guardian without any additional payment of surcharge or penalty.

4.5 Procedure for Redemption of Units

4.5.1 Who Can Apply?

All Unit Holders shall be eligible for redemption.

4.5.2 Redemption Application Procedure

Request for Redemption of Units shall be made by completing the prescribed redemption form and submitting the same along with the original Certificates in case of Registered Certificates at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Transfer Agent, if so required by the Management Company.

The Management Company may redeem only part of the Registered Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. No partial redemption shall be made for Bearer units. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.

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

In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the investor account opening Form.

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

The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.

If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.

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

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

The amount can also be paid to the third party upon instruction of the Unit Holder, through any allowed mode of payment except cash, as mentioned in the Investor Account Opening Form or Redemption form.

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

The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and seeking prior approval of the Commission.

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

Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Dealing Days. Where redemption requests on any one Dealing Day exceed ten (10) percent of either the total number of Units outstanding, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 4.9.4.

On the occurrence of any circumstance specified in the Regulation or the Deed that may require the Fund should be suspended, the Management Company shall suspend the Sale and Redemption of Units and the intimation of suspension shall be made to the Unit Holders, the Trustee and the Commission according to the procedure laid down in the Regulation.

4.5.3 Redemption of Bearer units

- (a) Bearer certificate holder will submit the Redemption request at the office of authorized distributor or agent with a copy of valid CNIC along with original Bearer certificate, un-utilized dividend coupon and renewal sheet.
- (b) The Unit Holder will receive a note confirming the Receipt of Request for redemption from the relevant Distribution Office.
- (c) The amount payable on redemption shall be paid only on the name of such certificate holder through a cheque/ bank draft/ pay order/cash or directly credit to certificate holder's bank account as mentioned in the Redemption request.
- (d) No Money shall be paid to any intermediary except the Unit Holder presenting the Redemption Request Receipt at the Collection counter of Management Company.

4.5.4 Redemption of Units in Book Entry form in CDS

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

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

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

sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company, nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time

4.6.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising therefrom.

4.7 Determination of Redemption (Repurchase) Price

4.7.1 The Redemption (Repurchase) Price shall be equal to the Net Asset Value as of the close of Business Day (forward pricing) less:

- (a) Any Back end Load as per the details in this Offering Document; and;
- (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges and other levies etc; and
- (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
- (d) Such sum shall be adjusted downward to the nearest paisa

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

4.7.2 The Repurchase (Redemption) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which a correctly and properly filled redemption application is received.

4.7.3 The Redemption Price determined by the Management Company shall be made available for every Dealing day to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company's and MUFAP's website.

4.8 Procedure for Requesting Change in Unit Holder Particulars

4.8.1 Who Can Request Change?

All Unit Holders are eligible to change their details if they so desire. Any change of name or address on the part of any Unit Holder shall forthwith be notified to the Management Company, which on being satisfied thereof and on compliance with such formalities as it may require shall alter the Register accordingly. However, if Units are held in CDS account then request should be made through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

4.8.2 **Application Procedure for Change in Particulars**

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

- i. Title of Account
- ii. Change in address
- iii. Change in Bank Account details
- iv. Account Operating instructions
- v. Joint Account Holder details
- vi. Dividend option

(b) Fully completed Special Instructions Form/written request has to be submitted by both Individuals and/or Institutional Investor(s). This should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within Business Hours on a Dealing Day.

(c) The applicant must obtain acknowledgment of his/her request signed and duly verified by an Authorized Officer of the Distributor or Management Company.

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

(e) The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.

Unless the Joint Unit Holder(s) of Units have specified otherwise, all the Joint Unit Holder(s) shall sign the Special Instructions Form for such Units.

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

4.8.4 Unit Holders may, subject to the law, transfer any Units held by them to any other person. The transfer shall be carried out after the Management Company/Transfer Agent has been satisfied that all the requisite formalities including the payment of any taxes and duties have been complied with.

4.8.5 Both the transferor and the transferee must sign every instrument of transfer and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the register. Every instrument of transfer must be duly completed in all respects including affixation of transfer stamps of the requisite value.

4.8.6 Where Certificates have been issued, the Management Company / Transfer Agent with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Offering Document. The

Management Company or the Transfer Agent shall retain all instruments of transfer.

- 4.8.7 The Transfer Agent shall, with the prior approval of the Management Company or the Management Company itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of ten years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner.
- 4.8.8 Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent or the Management Company itself as Registrar after satisfying as to all legal requirements such as intimation of death of deceased Unit Holder along-with certified copy of death certificate, indemnity from legal heir(s) along-with copy of CNIC of legal heir and deceased Unit Holder, original unit certificate (in case of physical certificate) etc and Heirship Certificate/Succession Certificate (as applicable in terms hereof). The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.
- 4.8.9 A Unit Holder may convert the Units in a Unit Trust Scheme managed by the Management Company into Units of another Unit Trust Scheme managed by the Management Company by redeeming the Units of first Scheme and issuance of Units of later Scheme(s) at the relevant price applicable for the day. The Transfer Agent or Management Company itself shall carry out the conversion after satisfying that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. The Management Company may impose a time limit before which conversion may not be allowed.
- 4.8.10A Unit Holder may merge the Units which he/she has invested with two folio/registration numbers into one folio/ registration number. The Transfer Agent

shall carry out the merger after satisfying that all the requisite formalities have been completed and payment of applicable taxes and fee, if any, has been received.

4.8.11 Conversion of Bearer units

- (a) A Bearer Certificate holder may convert the Bearer units into registered units.
- (b) Bearer unit holder will submit the conversion request form with duly filled Registration Form along with original Bearer certificate, unmatured dividend coupons and renewal sheet at the authorized office of the Management Company or its agent.
- (c) The Unit Holder will receive a note confirming the Receipt of Request for conversion form from collection Officer.
- (d) Registered units shall be issued within 21 days of the request received.

4.8.12 Partial Transfer

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

4.9 Procedure for Pledge/Lien/Charge of Units

4.9.1 Who Can Apply?

- (a) All Unit Holders are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form as attached in Annexure “D” of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.
- (b) Any Unit Holder either singly or with Joint Unit Holder(s) (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her/ their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.
- (c) The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the

constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.

- (d) Payments of cash dividends or the issue of bonus Units and redemption proceeds of the Units or any benefits arising from the said Units that are kept under lien / charge / pledge shall be paid to the order of the lien / charge / pledgor's bank account or posted to the registered address of Pledgor mentioned in the Pledge Form and/or Investor Account Opening Form submitted. Similarly, in case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledgor as per Central Depositories Act.
- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by both Individuals and/or non-individuals Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.
- (g) The right to redeem such Units, in case of default, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

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

4.10.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.9.2 & 4.9.3, subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

A permanent change in the method of dealing shall be made with the approval of the Trustee and SECP after expiry of at least one month's notice to Unit Holders.

4.10.2 Suspension of Fresh Issue of Units

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

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

Holders.

Such suspension may however not affect existing Unit Holders for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of circumstances at the time a suspension of fresh issue is announced. The Management Company shall immediately notify SECP and Trustee if issuance of Units is suspended and shall also have the fact published, immediately following such decision, in any widely circulated newspaper or in the newspapers in which the Fund's prices are normally published.

In case of suspension of redemption of Units due to extraordinary circumstances the issuance of Units shall also be kept suspended until and unless redemption of Units is resumed.

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

4.10.3 Suspension of Redemption of Units

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

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

4.10.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units 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 ten percent (10%) 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 all Unit 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 Dealing Day, such requests shall be processed on basis proportionate to the size of the requests. The Management Company shall provide all redemption requests duly timed and date stamped to the Trustee within 24 hours of receipt of any such request following the queue system. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceed ten percent (10%) of the Units in issue, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the redemption price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units then in issue.

4.10.5 Winding up in view of Major Redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up are likely to result in the Fund being run down to an unsustainable level or it is of the view that the selloff of assets is likely

to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible. In case of shortfall, neither the Trustee nor the Management Company shall be liable to pay the same.

5. DISTRIBUTION POLICY

5.1 Declaration of Dividend

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

In order to comply with the requirement of the Income Tax Ordinance, 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 ninety per cent of the accounting income of the Collective Investment Scheme received or derived from sources other than unrealized capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.

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

5.2 Determination of Distributable Income

The amount available for distribution in respect of any Accounting Period shall be the sum of all income and net realized appreciation, from which shall be deducted:

- the expenses, as stated in Clause 6.2 to 6. of this Offering Document; and
- any taxes of the Fund

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

5.3 Payment of Dividend

All payments for dividend shall be made through payment instruments or transfer of Funds to the Unit Holder,,s designated bank account through any other mode of payment with the approval of Commission and such payment shall be subject to the

Regulations and any other applicable laws. In case, unit holding falls below 100 units, any dividend announced may be automatically reinvested till receipt of request from the Unit Holder to issue cash dividend.

5.4 Dispatch of Dividend Warrants/Advice

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

5.5 Reinvestment of Dividend/Cumulative Investment Plan

The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option. In the event of death of the Unit Holder, the option to reinvest shall automatically convert to cash dividend from the date of intimation of death of the Unit Holder to the Management Company who shall then issue cash dividend in lieu of the same only. This option shall be apply only on those Unit Holders who opt for this option and shall not be applicable on all Unit Holders.

5.6 Bonus Units

The Management Company may decide to distribute, wholly or in part, the distributable income in the form of stock dividend (which would comprise of the Bonus Units of the Trust) if it is in the interest of Unit Holders. After the fixing of the rate of bonus distribution per Unit, in case of distribution in the form of Bonus Units, the Management Company shall, under intimation to the Trustee, issue additional Units in the name of the Unit Holders as per the bonus ratio. The Bonus Units would rank paripassu 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 account statement or Unit Certificate shall be dispatched to the Unit Holder within thirty days of the issue of Bonus Units.

5.7 Encashment of Bonus Units

The Management Company shall give the Unit Holder(s) the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to encash bonus Units. In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the ex-dividend NAV as calculated on the Business Day immediately preceding the first day of the book closure announced for such purpose and proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units.

5.8 Encashment of Coupons of Bearer Certificates

(a)The Management Company shall periodically announce for the payment of Coupon subject to the declaration of Dividend. Such announcement will be made through Newspapers largely circulated

(b)Upon announcement, Bearer Certificate holder will submit the Coupon with Coupon encashment form along with original bearer certificates (for inspection) at the authorized branch of the Management Company or its agent.

After inspection, original certificate shall be handed over to the certificate holder.

(c) The amount payable on encashment of coupon shall be paid only on the name of such certificate holder through cheque/bank draft/pay order or cash.

(d) No Money shall be paid to any intermediary except the certificate Holder upon presenting the Coupons at the office of the Management Company or its agent.

5.9 Closure of Register

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

6. FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

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

6.1.1 Front-end Load

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

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

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

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

6.1.2 Back-end Load

Back end Load deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of Units, but Unit Holders within a class shall be charged same

level of back end load. Management Company may change the current level of Back-end Load after giving 90 days prior notice to the Unit Holder through newspaper (either Urdu or English Newspaper) and via post and the unit holders shall be given an option to exit at the applicable NAV without charge of back end load as specified in the Regulation.

The current level of Back-end Load is indicated in Annexure B.

6.1.3 Other Charges

Transfer of Units from one owner to another shall be subject to a Processing charge of an amount not exceeding **Rs. 500** at the date the request is lodged, which shall be recovered from the transferee. However, the processing charge shall not be payable by successors in the case of inheritance or distribution of the estate of a deceased Unit Holder.

6.1.4 Expenses borne by the Management Company and the Trustee

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

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

6.1.5 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

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

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

6.2 Fees and Charges Payable by the Fund

The following expenses shall be borne by the Fund:

6.2.1 Remuneration of the Management Company

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

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

6.2.2 Remuneration of the Trustee

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

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

6.3 Formation Costs

All preliminary and floatation expenses of the Fund including expenses incurred in connection with the establishment and authorization of the Fund, including execution and registration of the Constitutive Documents, issue, legal costs, printing, circulation and publication of the Offering Document, and all expenses. This cost shall be reimbursable by a collective investment scheme to an AMC subject to the audit of expenses. The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed

6.4 Other costs and expenses

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

- (i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- (ii) All expenses incurred by the Trustee in effecting the registration of all registrable property in the Trustee’s name.
- (iii) Legal and related costs incurred in protecting or enhancing the interests of the Unit Holders.
- (iv) Bank charges, borrowing and financial costs;
- (v) Auditors' Fees and out of pocket expenses.
- (vi) printing costs and related expenses for issuing Fund’s quarterly, half yearly and annual reports
- (vii) Fund rating fee payable to approved rating agency.
- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed

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- (ix) fee pertaining to the Fund payable to the Commission.
 - (x) Taxes, fees, , duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for management of Fund).
 - (xi) Charges and levies of stock exchanges, national clearing and settlement company, CDC charges.
 - (xii) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.

7. TAXATION

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

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

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

The income of the Fund will accordingly be taxed at the prevalent tax rates prescribed in the relevant law, as amended from time to time.

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

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

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

7.2 Withholding tax

Under the provision of Clause 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from dividend from (Shariah compliant) term finance certificates, Sukuks, return on (Riba free) deposits with banks/financial institutions, return from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax.

7.3 Taxation and Zakat on Unit Holders

7.3.1 Taxation on Income from the Fund of the Unit Holder

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

- 7.3.2 Unit Holders of the Fund will be subject to Income Tax on dividend income distributed by the Fund (exemption on distribution out of capital gains is limited to those Funds which are debt or money market Funds and they do not invest in shares).

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

- 7.3.3 Capital gain arising from sale/redemption of Units of the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.
- 7.3.4 Unit Holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.3.5 Tax Credit to Unit Holders

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

7.3.6 Zakat

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

7.4 Disclaimer

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

8. REPORTS TO UNIT HOLDERS

8.1 Account Statement

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

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

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

8.2 Financial Reporting

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

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

8.3 Trustee Report

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

8.4 Fund Manager Report

The Management Company shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to the Unit Holders and also made available at their web site within 5 working days of the start of each month.

9. WARNING AND DISCLAIMER

9.1 Warning

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

9.1.2 Investment in this Fund is suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

9.2 Disclaimer

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

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

10. GENERAL INFORMATION

10.1 Accounting Period / Financial Year of the Fund

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

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

10.2 Inspection of Constitutive Documents

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

National Investment Trust Limited
6th floor, NBP Head Office Building,
I.I Chundrigar Road,
Karachi.

10.3 Transfer of Management Rights of the Fund

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

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

given consent in writing that the scheme be transferred to another Management Company;

(iii) If in the opinion of the Commission further management of the Fund by the existing Management Company is detrimental to the interest of the Unit Holders, the Commission may direct the Trustee to transfer the Fund to another Management Company;

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

10.4 Extinguishment/Revocation of the Fund

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

(i) where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be revoked;

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

(iii) in the opinion of the Management Company the scheme is not commercially viable or purpose of the scheme cannot be accomplished subject to the consent of Trustee;

(iv) 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.

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

(vi) where the Commission deems it necessary to revoke the Fund so directs either Trustee or the Management Company in the interest of Unit Holders;

10.5 Procedure and manner of Revocation of the Fund

Revocation of the Fund shall be done in accordance with the procedures and in the manner as mentioned in the Regulations or through circulars / guidelines issued by the SECP from time to time.

10.6 Distribution of proceeds on Revocation

In case of Revocation of the Fund the Trustee shall according to the procedure laid down in Regulations refund the net proceeds to the Unit Holders in proportion to the number of units held by them.

11. GLOSSARY

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

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

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

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

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

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

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

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

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

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

“Authorized Investments”

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

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

“Bank” means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.

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

“Bearer Certificate” means a certificate which is not registered and is in the ownership of the person possessing such certificate.

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

“Business Day” means any day on which stock exchange (s) are open for business in Pakistan.⁴

“Certificate or Unit 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, the Bearer Certificate and include unit certificates issued under the Cumulative Investment Plan

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

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

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

“Cumulative Investment Plan” means the Units issued against reinvestment of dividend at the sole option of the Unit Holder.

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

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

“Dealing Day” means every Business Day from Monday to Friday of every week. Units will be available for dealing (purchase, redemption, transfer, switching etc) on

Dealing Days during Cut-off Time. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in two widely circulated English or Urdu newspapers in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

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

“Distribution Account” means the Bank Account (which may be a current, saving or deposit account) 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) shall be transferred. Interest, income or profit, if any, including those accruing on unclaimed dividends, in this account shall 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 Company(ies), Firm(s), Sole Proprietorship concern(s), individual(s), Banks or any other Financial Institution appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and who are registered with MUFAP as Registered Service Providers. The Management Company may itself also perform the Distribution Function.

“Distribution Function” means the functions with regard to:

- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- b. issuing receipts in respect of (a) above;
- c. interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
- d. accounting to the Management Company for all: (i) payment instruments received from the applicants for issuance of Units; (ii) payments instruments to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.
- e. the above functions may be performed electronically, if appropriate systems are in place.

“Duties and Charges” means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or

decrease of the Trust Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable, but do not include the remuneration payable to the Distribution Company or any Commission payable to agents on sales and redemption of Units or any Commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.

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

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

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

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

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

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

“**Front-end Load**” means the Sales load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be

applied to different investors, as determined by the Management Company. However aggregate of Front-end Load and Back-end Load should not exceed 5% of Net Asset Value.

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

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

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

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

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

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

“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.

“New RoshanKal Plan” means the investment plan as detailed under Clause 4.4;

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

“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.

“Omnibus Account” means an account to be maintained in the Unit Holder Register by the Management Company in which outstanding bearer units and transactions of bearer unit holders to be recorded/maintained.

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

“Ordinance” means the Companies Ordinance, 1984.

“Par Value” means the face value of **Rs.10** for a Unit of the Fund.

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

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

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

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

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

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

“Registrar”, means either the Management Company, or if the Management Company shall appoint a company for performing the Registrar Functions, then such company;

“Register Function” means the functions with regard to:

- a. Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;
- b. Issuing account statements to the Holders;
- c. Issuing Certificate, including Certificates in lieu of undistributed income to Holders;
- d. Cancelling old Certificates on redemption or replacement thereof;
- e. Processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Holders;
- f. Issuing and dispatching of Certificates;

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- g. Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends;
 - h. Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
 - i. Maintaining record of lien/pledge/charge; and
 - j. Keeping record of change of addresses/other particulars of the Holders.

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

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

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

“RoshanKal (Education & Marriage Plan)” means the investment plan as detailed under Clause 4.4;

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

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

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

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

“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, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.

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

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

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

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

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

ANNEXURE „A“

REMUNERATION OF TRUSTEE AND ITS AGENT

Net Assets	Tariff
Up to Rs 1 billion	0.2% of the Net Assets
Rs. 1 billion to Rs. 10 billion	Rs. 2 million plus 0.1% of the net assets exceeding Rs. 1 billion
Rs. 10 billion to Rs. 20 billion	Rs. 11 million plus 0.060% of the net assets exceeding Rs. 10 billion
Rs. 20 billion to Rs. 35 billion	Rs. 17 million plus 0.030% of the net assets exceeding Rs. 20 billion
Over 35 billion	Rs. 21.5 million plus 0.020% of the net assets exceeding Rs. 35 billion

Note: The above tariff includes Custody Fee

CURRENT LEVEL OF MANAGEMENT FEE

Current level of Management Fee is 1.2%⁵

Any change in the fee structure, provided it is within the maximum limit, shall be notified through an addendum to this annexure and/or by publication in a widely circulated newspaper, as and how the Commission may direct.

ANNEXURE “B”

CURRENT LEVEL OF LOAD

Front-end Load: 3% of Net Asset Value

Back End Load: NIL

Any change in the load structure, provided it is within the maximum limit, shall be notified through an addendum to this annexure and/or by publication in a widely circulated newspaper, as and how the Commission may direct.

However, management is entitled to charge a cumulative Front End Load and Back End Load not exceeding 5.0% of Net Asset Value.

CURRENT CUT-OFF TIME / BUSINESS HOURS

Current Business Hours are from 09:00am to 05:00pm and Cut-Off Time is 03:30pm

Any change in the business hours and cut off time would be updated through addendum to this annexure and/or through update on the website of NITL.

DAILY NAV ANNOUNCEMENT

Daily NAV of the Fund is disseminated by the Management Company on or before 6.30pm

ANNEXURE “C”

AUTHORIZED BRANCHES & DISTRIBUTORS

KARACHI

• **SADDAR**

270, Nacon House, Din Muhammad Wafai Road,
Saddar
Tel: 021-99202789

• **TARIQ ROAD**

Suite No. G-4, Madina Arcade (Ground Floor)
Sir Syed Ahmad Khan Road, P.E.C.H.S, Block-2
Tel: 021-34540165

• **CLIFTON**

Yousuf Grand Square Shop# 6
Near Three Swords, Block 8
Tel: 021-35867962

• **GULSHAN-E-IQBAL**

Civic Centre, KDA Building,
Sir Shah Suleman Road
Tel: 021-35448973, 021-99230524

• **NAZIMABAD**

Suite No. 5 & 7, Hanif Centre (Ground Floor)
Near Hanif Hospital, Block “B” North Nazimabad
Tel: 021-36720220

• **DHA - KARACHI**

Shop No. 2, Plot No. 40-C, Khayaban-e-Rahat,
Lane-3, Phase VI DHA (Opp. Defence College)
Tel: 021-35844085

LAHORE

• **AL-FALAH**

Room No. 211-212, Al-Falah Building
15 Sharah-e-Quaid-e-Azam
Tel: 042-36285210-11

• **GULBERG**

1st Floor, 1A, Raja Centre,
Main Boulevard, Gulberg II
Tel: 042-35754440, 35875379

• **TOWNSHIP**

Ground Floor, Glamour One Shopping Centre,
PECO Road, Near Akbar Chowk, Township
Tel: 042-35213017

• **DHA - LAHORE**

307 - Y, Commercial Area
Phase III, DHA
Tel: 042-35743584-85

ISLAMABAD

Ground Floor, Kashmir Plaza,
Jinnah Avenue, Blue Area Tel:
051-2828711

RAWALPINDI

13/4, Al-Amin Plaza, The Mall,
Opp. Cantonment Board Building
Tel: 051-5701277

PESHAWAR

Ground Floor, FC Trust Building,
Soneri Masjid Road
Tel: 091-5274848

ABBOTTABAD

301, Supply Bazar Adj. UBL Building
Mansehra Road
Tel: 0992-343006

FAISALABAD

2nd Floor, Platinum Centre,
Allama Iqbal Road
Tel: 041-2412495

MULTAN

3- Gold Crest Plaza, AzmatWasti Road
ChowkDeraAdda
Tel: 061-4542914

GUJRANWALA

42 A/B, Trust Plaza, Ground Floor,
G.T.Road
Tel: 055-3255570

SIALKOT

9- Kashmir Centre, Kutchery Road
Tel: 052-4266648

SARGHODHA

16-A, 1st Floor, Fatima Jinnah Road
Tel: 048-3728200

HYDERABAD

HDA, Civic Centre, ThandiSarak
Tel: 022-2728899

SUKKUR

C 431/1A/1/2/1/3, Queens Paradise Building,
Queens Road
Tel: 071-5627084

QUETTA

2-13/7, M.A. Jinnah Road
Tel: 081-2865583

MIRPUR (AZAD KASHMIR)

Bank Square, Allama Iqbal Road,
Tel: 05827- 442237

Sr. No.	NAME OF DISTRIBUTION AGENT & LOCATION
1	National Bank of Pakistan - I.I. Chundrigar Road, Karachi
2	MCB Bank Limited -Adamjee House, I.I. Chundrigar Road, Karachi
3	United Bank Limited - Main Branch, I.I. Chundrigar Road, Karachi
4	Standard Chartered Bank - Main Branch, I.I. Chundrigar Road, Karachi
5	Faysal Bank Limited - I.I. Chundrigar Road, Karachi
6	Soneri Bank Limited - I.I. Chundrigar Road, Karachi
7	Habib Bank Limited -Foreign Exchange Branch, M.A.Jinnah Road, Karachi
8	United Bank Limited -Jodia Bazar, Karachi
9	Allied Bank Limited - Central Branch, Karachi
10	United Bank Limited - Karachi City Branch, Karachi
11	Bank Of Tokyo - Shaheen Complex, Karachi
12	National Bank Of Pakistan - Corporate Branch, Karachi
13	National Bank Of Pakistan -University Road, Saddar, Karachi
14	National Bank Of Pakistan - D.H.A. Phase-1, Karachi
15	United Bank Limited -Plot no. H/G 9/D Landhi, Karachi
16	United Bank Limited - 147 PECHS (Tariq Road), Karachi
17	National Bank Of Pakistan -PECHS., Karachi
18	National Bank Of Pakistan - Nazimabad Branch, Adj. Sir Syed College, Karachi
19	United Bank Limited -ManghopirRoad(S.I.T.E.), Karachi
20	National Bank Of Pakistan - New Town Branch, Karachi
21	BMA Financial Services Ltd. - level 8, Uni Tower, I.I. Chundrigar Road, Karachi
22	Concordia Securities (Pvt.) Ltd - 642 Stock Exchange Building off. I.I. Chundrigar Road, Karachi
23	National Bank Of Pakistan - Main Branch, Fatima Jinnah Road, Hyderabad
24	Habib Bank Limited - Station Road Branch, Hyderabad
25	MCB Bank Limited - Corporate Branch, Risala Road, Hyderabad
26	United Bank Limited -Princelay Road Branch, Hyderabad
27	National Bank Of Pakistan - Main Branch, Jail Road, Dadu
28	National Bank Of Pakistan -Mirch Bazar, Sukkur
29	Habib Bank Limited - Main Branch, Frere Road, Sukkur
30	Habib Bank Limited - Masjid Road Branch, Nawabshah
31	Habib Bank Limited - City Branch, Bank Square, Larkana
32	National Bank Of Pakistan - Main Branch, Jinnah Road, Jaccobabad

33	National Bank Of Pakistan - Main Branch, Kutchery Road, Khairpur
34	National Bank Of Pakistan - Main Branch, Mirpurkhas
35	United Bank Limited - Sir Syed Road Branch
36	National Bank Of Pakistan - Main Branch, Bank Square, Lahore
37	Habib Bank Limited - Bank Square Branch, Lahore
38	Habib Bank Limited - Bank Markaz Branch, The Mall, Lahore
39	MCB Bank Limited -NilaGumbad Branch, Lahore
40	United Bank Limited - Shahrah-E-Quaid-E-Azam Branch, Lahore
41	United Bank Limited - Bank Square Branch, Lahore
42	Standard Chartered Bank - Lloyds Branch, Lahore
43	Al-Baraka Islamic Bank - 63-Shahrah-E-Quaid-E-Azam, Lahore
44	Soneri Bank Limited - 87Shahrah-E Quaid-E-Azam, Lahore
45	National Bank Of Pakistan -Azam Cloth Market, Lahore
46	National Bank Of Pakistan - Civil Lines Branch, Faisalabad
47	Habib Bank Limited - Circular Road Branch, Faisalabad
48	United Bank Limited - Circular Road Branch, Faisalabad
49	Allied Bank Limited -Gole Cloth Branch, Faisalabad
50	Habib Bank Limited - Jinnah Chowk Branch, Sahiwal
51	National Bank Of Pakistan - District Court Branch, Sahiwal
52	National Bank Of Pakistan - Saddar Branch, Jhang
53	National Bank Of Pakistan - Main Branch, Kutchery Road, Multan
54	Habib Bank Limited - Main Branch, HussainAgahi Road, Multan
55	MCB Bank Limited -HussainAgahi Road, Multan
56	United Bank Limited -HussainAgahi Road, Multan
57	United Bank Limited -Cantt Branch, Multan
58	National Bank Of Pakistan - Main Branch, Bahawalpur
59	Habib Bank Limited - Farid Gate Branch, Bahawalpur
60	United Bank Limited -Farid Gate Branch, Bahawalpur
61	Habib Bank Limited - Main Branch, Dera Ghazi Khan
62	National Bank Of Pakistan - Court Branch, Sheikhpura
63	National Bank Of Pakistan - Rahimyar Khan, Rahimyar Khan
64	United Bank Limited - Colony Branch, Tar Bela
65	United Bank Limited - Main branch, Sialkot Cantt., Sialkot
66	National Bank Of Pakistan - Civil Lines Branch, Gujranwala
67	Habib Bank Limited - Ram Din Bazar Branch, Jhelum
68	National Bank Of Pakistan -Iskandarabad, Distt. Mianwali, Iskandarabad
69	National Bank Of Pakistan - Civil Lines Branch, Sargodha
70	Habib Bank Limited - Main Branch, Zaka Centre, Mianwali, Mianwali
71	National Bank Of Pakistan - College Road, Near LiaquatBagh, Rawalpindi
72	National Bank Of Pakistan -Cantt. Saddar., Rawalpindi
73	Habib Bank Limited - Bank Square City Branch, Rawalpindi
74	MCB Bank Limited - Bank Square Branch, Rawalpindi
75	United Bank Limited - City Branch Chowk Raja Bazar, Rawalpindi
76	Standard Chartered Bank -Cantt. Branch, Rawalpindi
77	Habib Bank Limited -Cantt. Branch Kashmir Road, Rawalpindi Cantt.
78	National Bank Of Pakistan -,,S' Block Central Secretariat Branch, Islamabad
79	United Bank Limited - Corporate Branch, Islamabad
80	National Bank Of Pakistan - City Branch, Peshawar
81	Habib Bank Limited - City Branch, ChowkYadgar, Peshawar
82	United Bank Limited - City Branch, ChowkYadgar, Peshawar
83	MCB Bank Limited - City Branch, Peshawar
84	Standard Chartered Bank - Saddar Branch, Peshawar

85	Allied Bank Limited - City Branch, G.T. Road, Peshawar
86	National Bank Of Pakistan - Main Branch, Abbottabad
87	Habib Bank Limited -TIP Campus, Haripur, Haripur
88	National Bank Of Pakistan -Khanpur Dam Branch, Haripur
89	Habib Bank Limited - Bank Road Branch, Mardan
90	United Bank Limited - Bank Road Branch,
91	United Bank Limited -Cantt. Branch, Noshera
92	Habib Bank Limited -Hangu Road, Kohat
93	National Bank Of Pakistan - Main Branch, D.I. Khan
94	National Bank Of Pakistan - Jinnah Road, Quetta
95	Habib Bank Limited - Jinnah Road, Quetta
96	United Bank Limited - Jinnah Road, Quetta
97	MCB Bank Limited - Shahrah-E-Iqbal, Quetta
98	National Bank Of Pakistan -Khuzdar, Khuzdar
99	National Bank Of Pakistan - Main Branch, Jinnah Road, Sibi
100	National Bank Of Pakistan - Main Branch, Turbat
101	National Bank Of Pakistan - Main Branch, Muzaffarabad