

Risk Disclaimer: All Investments in mutual Fund are subject to market risks. The NAV of Units may go up or down 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 2.2.8, Risk Factors mentioned in clause 2.10, Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.

OFFERING DOCUMENT

of

ABL ISLAMIC FIXED TERM FUND (ABL-IFTF)

**(Open End Shariah Compliant Fixed Rate / Return Scheme)
(Wakalatul Istithmar Based Fund)**

**Duly vetted by Shari'ah Advisor
Namely Mufti Irshad for and on behalf of Al Hilal Sharia Advisers
[Reg. SECP/IFD/SA/015]**

MANAGED BY

ABL ASSET MANAGEMENT COMPANY LIMITED

Category of Fund/Plan	Risk Profile	Risk of Principal Erosion
Fixed Rate/Return Scheme	Low to Moderate	Principal at Low to Moderate Risk
ABL Islamic Fixed Term Plan-I	Low	Principal at Low Risk
ABL Islamic Fixed Term Plan-II	Low	Principal at Low Risk
ABL Islamic Fixed Term Plan-III	Moderate	Principal at Moderate Risk

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OFFERING DOCUMENT
ABL ISLAMIC FIXED TERM FUND (ABL-IFTF)
(A Shariah Compliant Open Ended Fixed Rate / Return Scheme)

MANAGED BY
ABL Asset Management Company Limited

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

Date of Publication of Offering Document Dated: _____, 2024

Initial Offering Period from _____ to _____, 2024 of ABL Islamic Fixed Term Plan-I
Initial Offering Period from _____ to _____, 2024 of ABL Islamic Fixed Term Plan-II
Initial Offering Period from _____ to _____, 2024 of ABL Islamic Fixed Term Plan-III

The **ABL Islamic Fixed Term Fund (ABL-IFTF)** (the Fund/the Scheme/the Trust/the Unit Trust) has been established through a Trust Deed (the Deed), entered into and between **ABL Asset Management Company Limited**, the Management Company, and **Central Depository Company of Pakistan Limited**, the Trustee under Punjab Trust Act 2020.

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 Investment Plans under ABL Islamic Fixed Term Fund (ABL-IFTF) as a notified entity under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations 2008 (“Regulations”) vide letter no. SCD/AMCW/ABLIFTF/2023/540 dated June 11, 2024. SECP has approved this Offering Document, under the Regulation 54 of the NBFC & NE Regulations, 2008 vide letter No SCD/AMCW/ABLIFRF/2023/561 dated June 25, 2024.

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 ABL Islamic Fixed Term Fund (the “Fund”, the “Scheme”, “ABL-IFTF”). It sets forth information about the Fund and the Investment Plan(s) under the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations, circulars, directives etc. as specified hereafter govern this Offering Document.

The Shariah Advisors of the Fund have reviewed this Offering Document and provided their consent that this Offering Document adheres to the principles of Shariah.

All Investments of the Fund shall be in adherence to the principles of Shariah. It is possible that adherence to the principles of Shariah will cause the Fund to perform differently from Funds with similar objectives, but that are not subject to the requirements of Shariah.

Prospective investors in their own interest are advised to carefully read this Offering Document to understand the Investment Policy, Risk Factors, Warning and Disclaimer. If prospective investor has any doubt about the contents of this Offering Document, he/she should consult one or more from amongst their investment advisers, Shariah advisor, 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 and its Investment Plan(s) consists of investments, listed as well as unlisted securities (other than equity funds) 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 and its Investment Plan(s) is, or can be, assured. Investors are requested to read the Risk Disclosure, Warnings and Disclaimer statement contained in Clause 2.10 and Clause 9 respectively in this Offering Document.

(All Investments of the Fund shall be in adherence to the Islamic Shariah. It is possible that adherence to the Islamic Shariah will cause the Fund to perform differently from Funds with similar objectives, but that are not subject to the requirements of Islamic Shariah.)

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:

- a) License No. SECP/LRD/LD/1/AMC/ABL-AML/2022-53 dated December 9, 2022 granted by SECP to ABL Asset Management Company Limited to carry out Asset Management Services;
- b) ABL Asset Management Company Limited has appointed Central Depository Company of Pakistan Limited as the Trustee of the Fund;
- c) Trust Deed (the Deed) of the Fund.
- d) SECP's Letter No. SCD/AMCW/ABLIFTF/2023/540 dated June 11, 2024 registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- e) SECP's letter no. SCD/AMCW/ABLIFRF/2023/561 dated June 25, 2024 approving this Offering Document;
- f) Shariah Advisor M/S Al-Hilal Shariah Advisors (Pvt.) Limited, consenting to act as Shariah advisor of the Fund; and
- g) The SECP has issued No Objection Certificate to the trustee, Central Depository Company of Pakistan Limited, for registration of the trust with the Land Record Department of Punjab under Punjab Trust Act, 2020

1. CONSTITUTION OF THE SCHEME

1.1 CONSTITUTION

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Lahore on _____ between:

I. ABL Asset Management Company Limited, a Non-Banking Finance Company incorporated under the erstwhile Companies Ordinance, 1984 now “Companies Act 2017” and licensed by SECP to undertake Asset Management Services, having its registered office at Plot # 14, Main Boulevard, DHA Phase-6, Lahore (hereinafter called the “Management Company” which expression where the context so permits shall include its successors in interest and assigns) of the one part;

And

II. Central Depository Company of Pakistan Limited, an unlisted public limited company incorporated in Pakistan under the erstwhile Companies Ordinance, 1984, now Companies Act, 2017, having its registered office at CDC House, 99-B, Block “B”, S.M.C.H.S, Main Shahr-e-Faisal Karachi, Pakistan (hereinafter called the “Trustee” which expression where the context so permits shall include its successors in interest and assigns) of the other part.

1.2 Trust Deed (the “Deed”)

The Deed is subject to and governed by the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003 Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities Act 2015, Punjab Trust Act 2022, Companies Act, 2017 including Shariah Advisor 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.

Further, all investments of the Fund property and investment plan(s) under fund Property shall be in accordance with Islamic Shariah as advised by Shariah Advisor. The Fund shall also be subject to the rules and the regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan in foreign currency.

1.3 Modification of Trust Deed

The Trustee and the Management Company, acting together and with the approval of SECP, 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 and Shariah guidelines.

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

1.4 Duration

Duration of the Fund is perpetual, however, the investment plan(s) offered under the Fund will be of limited time maturity, as specified in the Offering Document or through supplement to it. SECP or the Management Company may wind it up or revoke it on the occurrence of certain events as specified in the Regulations or clause 10.4 of this document.

The Duration of Plans are as follows:

Name of Plan	Duration
ABL Islamic Fixed Term Plan-I	03 Months after the close of subscription Period
ABL Islamic Fixed Term Plan-II	06 Months after the close of subscription Period
ABL Islamic Fixed Term Plan-III	12 Months after the close of subscription Period

1.5 Trust property

The aggregate proceeds of all Units issued from time to time, by each of the Investment Plan(s) under the fund, shall after deducting Duties & Charges, Transactions Costs, 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 this 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 of an Investment Plan as distribution shall become part of the Trust Property of the pertinent Investment Plan.

1.6 Initial Offer and Initial Period

Initial Offer of investment plans offered under ABL Islamic Fixed Term Fund is made during the Initial Period which will begins at the IPO Start Date and shall end at the close of the banking hours of IPO End Date. During initial period, the Units shall be issued at the Initial Price of Rs. 10 per Unit. No Units shall be redeemable during the initial period offer.

PLAN NAME	IPO START DATE	IPO END DATE	NO OF DAY(S)
ABL Islamic Fixed Term Plan-I			
ABL Islamic Fixed Term Plan-II			
ABL Islamic Fixed Term Plan-III			

The Investment Plans shall be closed for new subscriptions after the close of the subscription period however Management Company may reopen the subscription of units with the prior approval of the Commission.

The Pre-IPO subscription in the fund or the plans being offered under the fund shall only be initiated once a definite date for IPO is announced and the amounts/investments received during the Pre-IPO period shall remain locked-in till the date of IPO of the fund/Plans subject to a specific disclosure to Pre-IPO investors regarding the lock-in period.

1.7 Transaction in Units after Initial Offering Period

Subsequent to the Initial Public Offering, the Issuance of units shall discontinue till the date of maturity of the Plan.

Further, the Units of the Investment Plan(s) can be redeemed at the Redemption Price, which shall be calculated on the basis of the Net Asset Value (NAV) of each Investment Plan. The Units will be available for redemption on each Dealing Day however any redemption during

the term of the plan shall be subject to Contingent Load. NAV may be published on the Management Company's and MUFAP website.

1.8 Offering Document

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

1.9 Modification of Offering Document

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

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

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

1.11 Structure of Scheme

- i. ABL Islamic Fixed Term Fund shall be in shell structure and offer various Shariah compliant Investment Plans, subject to SECP approval, based on their structure of fixed maturity, investing in the investable avenues as defined in the Offering Document of the Fund and Supplemental thereof.
- ii. Each Investment Plan may have one or more unit types, for example "Growth" units & "Income" Units, and will announce separate NAVs which will rank parri passu inter se according to the number of units of the respective Investment Plans.
- iii. Each Investment Plan may have different Shariah compliant investment avenues and/or different maturity dates, with a maximum of **ten** Investment plans at any time.
- iv. Each Investment Plan will have its own investment policy which will be disclosed in Offering Document of the Fund and Supplemental thereof.
- v. Investors of the Fund may hold different types of units of Investment Plans and may invest in any one or more of the available Investment Plans.
- vi. The minimum size of the Scheme shall be of such amount as specified in the Regulations.
- vii. The Plans shall make investment in such a manner that the original amount of investment is protected at maturity whilst having the potential to yield promised fixed rate/return.

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

2.1 Investment Objective

The investment objective of ABL ISLAMIC FIXED TERM FUND (ABL- IFTF) is to earn potentially high returns in respective Investment Plans while protecting the original principal amount of investment at maturity, by investing in avenues such as shariah compliant government securities, shariah compliant bank deposits, shariah compliant money market placements, certificate of Islamic deposits, and certificate of Musharaka.

2.2 Investment Plans

The Management Company may offer other plans under the ABL ISLAMIC FIXED TERM FUND in the future through supplemental(s) to this Offering Document.

The following Initial Investment Plans are offered under this Offering Document:

2.2.1 Investment Objectives of Investment Plans

Name of the Plan	Investment Objective
ABL Islamic Fixed Term Plan-I	In line with the investment objective of the Fund, the investment objective of ABL Islamic Fixed Term Plan-I is to provide promised return to the Unit Holders at maturity in such a manner that original amount of investment is protected at maturity by investing in Authorized Investable Avenues.
ABL Islamic Fixed Term Plan-II	In line with the investment objective of the Fund, the investment objective of ABL Islamic Fixed Term Plan-II is to provide promised return to the Unit Holders at maturity in such a manner that original amount of investment is protected at maturity by investing in Authorized Investable Avenues.
ABL Islamic Fixed Term Plan-III	In line with the investment objective of the Fund, the investment objective of ABL Islamic Fixed Term Plan-III is to provide promised return to the Unit Holders at maturity in such a manner that original amount of investment is protected at maturity by investing in Authorized Investable Avenues.

2.2.2 Benchmark

The “Benchmark” of the Investment Plan is as follows:

Investment Plan	Benchmark
ABL Islamic Fixed Term Plan-I	Average deposit rates of comparable period of the Plan, of three (3)-AA rated Islamic scheduled Banks or Islamic Windows of Conventional Banks as selected by MUFAP and shall be disclosed at the time of public offering date.

ABL Islamic Fixed Term Plan-II	Average deposit rates, of comparable period of the Plan, of three (3)-AA rated Islamic scheduled Banks or Islamic Windows of Conventional Banks as selected by MUFAP and shall be disclosed at the time of Public offering date.
ABL Islamic Fixed Term Plan-III	Average deposit rates of comparable period of the Plan, of three (3)-AA rated Islamic scheduled Banks or Islamic Windows of Conventional Banks as selected by MUFAP and shall be disclosed at the time of public offering date.

2.2.3 Additional Investment Plans or changes to existing Investment Plans:

The Management Company may remove or amend Investment Plans with prior consent of the Trustee and approval of the Commission, and may announce the same by a Supplementary Offering Document(s), giving thirty (30) days prior notice to the Unit Holders as specified in the regulation. Management Company may add new plans with prior consent of the Trustee and the Commission.

2.2.4 Asset Allocation in Investment Plans

The Management Company shall actively manage the allocations of asset classes, from time to time, subject to the specified limits as per Clause 2.2.8.

2.2.5 Accounts for “Trust Property of the Scheme” and Trust Property under Investment Plans”

The Trustee shall hold the Trust Property under each Investment Plan, as well as Trust Property of the Fund on deposit in a separate account with Islamic Banks and Islamic Banking windows of commercial banks, of minimum rating of AA (Double AA), or as allowed for “Fixed Rate / Return ” category from time to time. All Trust Property, except in so far as such cash may, in the opinion of the Management Company, be required for transfer to the Distribution Account, shall be applied by the Trustee from time to time in such Authorized Investments as may be directed by the Management Company, subject to the provisions of the Deed, the Offering Document, and the Regulations.

2.2.6 Divestment of Investments:

Any Investment may at any time be divested at the discretion of the Management Company either in order to invest the proceeds of the sale in other authorized investments or to provide funds required for the purpose of any provision of the Deed or in order to retain the proceeds of sale in cash deposit as aforesaid or any combination of the aforesaid. Any investment which ceases to be an authorized investment, would be divested within such period as the Management Company determine to be in the best interest of the Unit Holders after acquiring approval of the Commission under intimation to the Trustee.

2.2.7 Fund category and applicable exposure limits:

The Fund is categorized as a Fixed Return Scheme and would be subject to the relevant exposure limits as specified in the Commission Circular No. 3 of 2022 dated February 10, 2022 (as amended or substituted from time to time), the Rules, the Regulations or any such direction or circular issued by the Commission from time to time.

2.2.8 Authorized Investments of the Investment Plan(s)

Authorized investment avenues of Investment Plans are include the following:

1. ABL Islamic Fixed Term Plan-I

Avenues	Minimum Exposure Limit	Maximum Exposure Limit	Minimum Rating	Maturity
	<i>% of Net Assets</i>			
Shariah Compliant Government Securities	0	100	N/A	N/A
Cash in Bank Accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks	0	100	AA	N/A
Shariah Compliant Term Deposit Receipts	0	100	AA	03 Months
Certificate of Islamic Deposits (COIDs)*	0	100	AA	
Certificate of Musharakah (COM)*	0	100	AA	
Shariah Compliant Money Market Placements*	0	100	AA	
WATM (Weighted Average time to Maturity)	03 Months. This condition shall not apply to Shariah Compliant securities issued by Federal Government.			

2. ABL Islamic Fixed Term Plan-II

Avenues	Minimum Exposure Limit	Maximum Exposure Limit	Minimum Rating	Maturity
	<i>% of Net Assets</i>			
Shariah Compliant Government Securities	0	100	N/A	N/A
Cash in Bank Accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks	0	100	AA	N/A
Shariah Compliant Term Deposit Receipts	0	100	AA	06 Months
Certificate of Islamic Deposits (COIDs)*	0	100	AA	
Certificate of Musharakah (COM)*	0	100	AA	
Shariah Compliant Money Market Placements*	0	100	AA	
WATM (Weighted Average time to Maturity)	06 Months. This condition shall not apply to Shariah Compliant securities issued by Federal Government.			

3. ABL Islamic Fixed Term Plan-III

Avenues	Minimum Exposure Limit	Maximum Exposure Limit	Minimum Rating	Maturity
	<i>% of Net Assets</i>			
Shariah Compliant Government Securities	0	100	N/A	N/A
Cash in Bank Accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks	0	100	AA	N/A
Shariah Compliant Term Deposit Receipts	0	100	AA	12 Months
Certificate of Islamic Deposits (COIDs)*	0	100	AA	
Certificate of Musharakah (COM)*	0	100	AA	
Shariah Compliant Money Market Placements*	0	100	AA	
WATM (Weighted Average time to Maturity)	12 Months. This condition shall not apply to Shariah Compliant securities issued by Federal Government.			

*Fund place investment only with Islamic Banks, licensed Islamic Banking windows of conventional Banks and DFIs.

Investments shall be made as per the authorized investment limits given above and may be made according to the following mode of Shariah Transaction such as; principles of Bai'-Mu'ajjal, Bai'-Mussawwama, Bai'-Salam, Istisna'a, Mudaraba, Murabaha and Musharakah or any other structure as approved by the Shariah Advisor from time to time.

The Management Company may, for any Investment Plan, invest or divest in/ from authorized investable avenues mentioned above. The Management Company may also invest in any other investable avenue available to it, as categorized according to SECP Circular 3 of 2022 with the prior approval of the SECP, in the above mentioned asset class and comply with the requirements of above.

Basic Features of the Investment Plans

Plan	ABL Islamic Fixed Term Plan-I	ABL Islamic Fixed Term Plan-II	ABL Islamic Fixed Term Plan-III
Term of the Plan	03 Months from the closure of IPO	06 Months from the closure of IPO	12 Months from the closure of IPO
Subscription Period	__ to __	__ to __	__ to __
Maturity Date of Plan	____, 2024	____, 2024	____, 2025
Front End Load	Not Applicable	Not Applicable	Not Applicable
Back End Load	Not Applicable	Not Applicable	Not Applicable
Contingent Load	Yes	Yes	Yes
Max Expense Ratio	2%	2%	2%
NAV Calculation	Daily	Daily	Daily
NAV Announcement	Daily	Daily	Daily

From Shariah Perspective, Fixed/ Promised return could not be guaranteed, the term “Fixed Rate/Return Scheme” here refers that the Management Company will put its best effort to meet the expectation of Unit Holder(s) and this shall not be considered as guaranteed return.

The Management Company shall ensure on the best effort basis that the fixed/promised rate is delivered to the investors. The promised return shall be net off all charges, fees and expenses but gross of any applicable taxes. The promised return shall be valid only for the investors who remain invested till the maturity of the pertinent plan. Further, AMC may regularly update the applicable promised return for new investors through its website.

2.2.9 Risk Control in the Investment Process

Risk Control in the Investment Process consistent with the Investment Objective of the Scheme, the Investment Committee aims to identify investment opportunities which offer superior levels of returns at lower level of risk. The research department will also carry out an in-depth evaluation of the proposed Investments. The Investment Committee will continuously monitor the macro-economic environment, including the political and economic factors, money supply in the system, among others affecting the liquidity and interest rates. Investment process would also require disciplined risk management. The Management Company plans to incorporate adequate controls to safeguard against risks in the portfolio construction process.

2.3 Management Company Can Alter Investment Mix

The Management Company can from time to time alter the weightings, subject to the specified limits 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 Islamic Banks / Islamic Windows of Conventional Banks.

2.4 Changes in Investment Policy

The investment policy will be governed by directives of the Shariah Advisor, and rules, regulations, directives or guidelines issued by SECP from time to time. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from Shariah Advisor and SECP and giving 30 days prior notice to the Unit Holders as specified in the regulation

2.5 Disposal of Haram Income

Where some Haram income accrues to the Investment Plan(s) under the Fund , it will be donated to a registered charitable institution in order to purify the Investment Plan’s income. This will be done in accordance with the guidelines issued by the Shariah Advisor from time to time.

2.6 Investment Restrictions

The Trust Property shall be subject to such exposure limits or other prohibitions as are provided in the Regulations, Trust Deed, this Offering Document of the Fund, 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 the holding in a particular company or sector shall exceed 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.

- a) The Management Company on behalf of the Scheme shall not:
 - i. Make Investments in Non-Shariah compliant instruments and against the guidelines of Shariah Advisor of the Fund.
 - ii. Purchase or sell -
 - (a) Bearer securities;
 - (b) Securities on margin;
 - (c) Real estate, commodities or commodity contracts;
 - (d) Securities which result in assumption of unlimited liability (actual or contingent);
 - (e) Anything other than Authorized Investments as defined herein;
 - iii. Participate in a joint account with others in any transaction;
 - iv. Take exposure to equities.
 - v. Take Exposure in any other Collective Investment Scheme;
 - vi. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person as specified in the Regulation;
 - vii. Issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission and the Shariah Advisor;
 - viii. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission;
 - ix. 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;
 - x. 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;
 - xi. Invest the subscription money until the closure of initial offering period.
 - 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; and
 - xvi. Make a loan or advance money to any person from the assets of the Scheme.

- b) Rating of any bank and DFI with which funds are placed shall not be lower than AA (Double AA) as per Fixed term Fund category.
- c) Weighted average time to maturity of the 90% of the Net Assets of the Scheme shall not exceed four (4) years or the term of the Plan whichever is earlier and this condition shall not apply to securities issued by the Federal Government; and
- d) Investment in single issue of Shariah compliant debt securities of a company shall not at any time, exceed an amount equal to 15% of total Net Assets of Scheme or 15% of that single issue, whichever is lower.
- e) The investment in securities of any one sector shall not exceed 35% of Net Assets of the Scheme.
- f) Take exposure of more than 15% of net assets of Scheme to a single entity.

2.7 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.

2.8 Shariah Compliant Financing Arrangements

- (a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company may arrange financing for account of the scheme, with the approval of the Trustee, from Shariah Compliant Banks, Islamic Financial Institutions, or such other companies as specified by the Commission from time to time. The financing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such financing shall not exceed fifteen (15) percent of the Net Assets or such other limit as specified by the Commission at the time of financing.

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

- (b) The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Investment Plans, shall not be higher than the normal prevailing bank charges or normal market rates for similar services and/ or facility.
- (c) Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing financings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such financings.
- (d) For the purposes of securing any such financing the Trustee may, subject to clause a above, 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.

- (e) 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.

2.9 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.

2.10 Risk Disclosure

Investors must realize that all investments in mutual Funds and securities are subject to market risks. A target return / dividend range cannot be guaranteed and it should be clearly understood that the portfolio of the Investment Plans 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) **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.
- (2) **Country or Political Risk** – The uncertainty of returns caused by the possibility of a major change in the political or economic environment of the country such as break down of law and order, war, natural disasters, etc. and any governmental actions or legislative changes or court orders restraining payment of principle or income.
- (3) **Interest Rate Risk** – A rise or decline in interest rates during the investment term may result in a change in return provided to investors
- (4) **Credit Risk** - Credit Risk comprises Default Risk and Credit Spread Risk and Downgrade Risk. Each can have negative impact on the value of the income and money market instruments including Sukuks.

- (5) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in market/ interest rates.
- (6) **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.
- (7) **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.
- (8) **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.
- (9) **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.
- (10) **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.
- (11) **Distribution Taxation Risk** – Dividend distribution may also be liable to tax because the distributions are made out of the profits earned by fund and not out of the profits earned by each unit holder. Unit holders who invest in a fund before distribution of dividends may be liable to pay tax even though they may not have earned any gain on their investment as return of capital to investors upon distribution is also taxable.
- (12) **Shariah non-compliance Risk-** The risk associated with employing funds in investments that are non-compliant with the Shariah

2.11 Disclosure

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

2.12 Disclaimer

The Units of each investment plan 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 Management Company

ABL Asset Management Company Limited is the Management Company of **ABL Fixed Term Fund (ABL-IFTF)**, having its registered office as mentioned below:

ABL Asset Management Company Limited,
Plot No. 14, Main Boulevard, DHA Phase VI, Lahore, Pakistan.

3.2 Organization

ABL Asset Management Company Limited (ABL AMC) is a Non-Banking Finance Company licensed to undertake Asset Management Services as per the NBFC & NE Rules, 2008. ABL AMC is a wholly owned subsidiary of Allied Bank Limited, one of the leading commercial banks of Pakistan.

ABL AMC is currently managing Fourteen (16) mutual funds, Ten (10) investment plans and four (4) Voluntary Pension Schemes

Rating of the Pension Fund Manager

ABL AMC has been awarded a Management Quality Rating of “AM1” from PACRA Credit Company Limited.

Principal Shareholders

The following is the current shareholding structure of the company:

Name	Paid Up Capital	
	Number of Shares	Amount in Rupees
Allied Bank Limited	49,999,993	499,999,930
Sheikh Mukhtar Ahmed	1	10
Mr. Mohammad Naeem Mukhtar	1	10
Mr. Muhammad Waseem Mukhtar	1	10
Mr. Aizid Razzaq Gill	1	10
Mr. Pervaiz Iqbal Butt	1	10
Mr. Muhammad Kamran Shahzad	1	10
Ms. Saira Shahid Hussain	1	10
Total	50,000,000	500,000,000

Holding Company of ABL AMC

Allied Bank is part of the Ibrahim Group, one of the largest industrial conglomerates in Pakistan with business in textile, trading, polyester fibers, energy and financial services sectors. ABL was incorporated in Lahore before independence in 1942 as Australasia Bank and was renamed as Allied Bank of Pakistan Limited in 1974 and Allied Bank Limited in 2005.

Following the takeover of its management control by the Group in 2004 through the privatization process of GoP and subsequent merger of Ibrahim Leasing into Allied Bank in 2005, the board

formulated comprehensive strategic priorities to address the needs to run a world class financial institution.

Today the Bank stands on a solid foundation of over 75 years of its existence having a strong equity, assets and deposits base offering universal banking services with higher focus on retail banking. Allied Bank is one of the largest banks in Pakistan, offering various technology-based products and services including real-time online banking to its diversified clientele through its network of 1425 online branches and more than 1500 ATMs across Pakistan. ABL's turnaround in such a short span has been achieved on account of the Board's and the management's commitment to professionalism, adaption to changes, environmental challenges and urge for growth.

Based on its consolidated financial performance and significant improvement in areas of risk management and corporate governance, the Pakistan Credit Rating Agency (PACRA) assigned the long-term rating of Allied Bank to AAA (Triple A) and short-term rating to A1+ (A one plus).

3.3 Board of Directors of the Management Company

Name of Director	Position	Other Directorships	Occupation	Address
Sheikh Mukhtar Ahmed	Chairman	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Limited. 3. Ibrahim Holding (Pvt.) Limited. 4. Allied Bank Limited. 5. Atlantic Aviation (Pvt.) Limited. 6. IH Holding (Pvt.) Limited 7. Ibrahim Welfare Foundation.	Industrialist	3, Race course road, Civil line Faisalabad.
Mr. Mohammad Naeem Mukhtar	Director	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Ltd. 3. Allied Bank Limited. 4. NMF – LUMS 5. Ibrahim Welfare Foundation. 6. Karachi Education Initiative 7. Pakistan German Business Forum	Industrialist	3, Race course road, Civil line Faisalabad.
Mr. Muhammad Waseem Mukhtar	Director	1. Ibrahim Fibers Limited. 2. Ibrahim Agencies (Pvt.) Limited. 3. Ibrahim Holding (Pvt.) Limited. 4. Allied Bank Limited. 5. Ibrahim Welfare Foundation.	Industrialist	3, Race course road, Civil line Faisalabad.
Mr. Pervaiz Iqbal Butt	Independent Director	Polytek Associate (Private) Limited	Business	59-W, Aibak Block New Garden Town, Lahore.
Mr. Aizid Razzaq Gill	Director	CEO – Allied Bank Limited	Banker	House No.177/1, C-Block, Model Town, Lahore

Mr. Kamran Nishat	Independent Director	<ol style="list-style-type: none"> 1. M&P Express Logistic (Private) Limited 2. Tech Sirat Technologies (Private) Limited 3. Logex (Private) Limited 4. Tech Sirat (Private) Limited 5. Veribest Brands Pakistan (Private) Limited 	Services	House # 62/2, Street-3 Khayaban-e-Badban, DHA-V, Karachi
Ms. Saira Shahid Hussain	Director	N/A	Service	House # 522, Street # 5 DHA Phase-5, Lahore
Mr. Naveed Nasim	CEO	N/A.	Service	43/5-B, House No. D1, Shakir Villas, PECHS Block 6, Karachi

3.4 Profile of the Directors

Sheikh Mukhtar Ahmed, instituted his business career immediately after migrating from the India at the time of independence of Pakistan in 1947 and has contributed to the industrial and business growth of Pakistan through his entrepreneurship skills and business acumen. He has over sixty-one years of experience in establishing and successfully managing various industrial and financial companies. He has been on the Board of Directors of Allied Bank Limited since 2005 and is a “Certified Director” from Pakistan Institute of Corporate Governance. He is Chairman on the Board of Directors of Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited, Ibrahim Agencies (Private) Limited and ABL Asset Management Company Limited. He is also on the Board of Ibrahim Welfare Foundation.

Mohammad Naeem Mukhtar, is the Chairman of Board of Directors of the Bank since 2004. He was awarded with Masters of Business Administration degree from Cardiff Business School United Kingdom, Post Graduate diploma in Textiles from United Kingdom and Chartered Textile Engineer (CText ATI) certification from The Textile Institute in Manchester, United Kingdom. He has over thirty-seven years of experience of Finance and Industrial Manufacturing. He is also a Chief Executive Officer and Director of Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited and Ibrahim Welfare Foundation. In addition, he is also on the Board of Directors of Ibrahim Agencies (Private) Limited, Karachi Education Initiative and Pakistan German Business Forum. He is also a member of the Board of Governors of National Management Foundation, the parent body of Lahore University of Management Sciences (LUMS). He is also representing the Bank at Pakistan Business Council and is Industry Co-Chair Banking Sector of National University of Sciences and Technology (NUST) Corporate Advisory Council as well as Senior Fellow at Global Think Tank Network (GTTN).

Mr. Muhammad Waseem Mukhtar is on the Board of Directors of the Bank since 2004. He was awarded his Masters of Business Administration degree from the University of Chicago Booth School of Business, Illinois, United States of America. He also earned a Master’s degree

in Total Quality Management (TQM) from University of Glamorgan, Wales, United Kingdom, and has twenty-five years of diversified experience of Finance, Information Technology and Industry. His strategic guidance has played a vital role in technological up-gradation of the Bank. He is a “Certified Director” from Pakistan Institute of Corporate Governance. He is also a member of the Board of Directors of Allied Bank Limited, Ibrahim Fibres Limited, Ibrahim Holdings (Private) Limited, Ibrahim Agencies (Private) Limited and Ibrahim Welfare Foundation.

Pervaiz Iqbal Butt, holds a BSc. degree in Electrical Engineering from University of Engineering and Technology. He is also a “Certified Director” from Pakistan Institute of Corporate Governance. He has decades of experience in marine engineering and other heavy Industries. Previously, he has served as an Independent Director at Allied Bank Limited from 2007 to 2015. Mr. Butt is also the director of Polytek Associate (Private) Limited.

Kamran Nishat, is the Managing Director and CEO of Muller & Phipps (Pakistan) Pvt. Ltd., and has over twenty eight years of diversified experience with leading organizations in Automotives, Textiles, Leather, Distribution and consulting sectors etc. He has represented organizations at the highest level in various industry forums and engagements with various bodies including Governmental Officials and has proven skills of crisis management and turning around difficult situations through a keen sense of strategy, tactics and perseverance. Mr. Kamran is a fellow member of the Institute of Chartered Accountants of Pakistan and also served as the member of the Accounting and Auditing Standards Committee (South) and Information Technology Committee (South) of the Institute of Chartered Accountants of Pakistan. Mr. Kamran is also the director of Karachi Chapter, Information systems Audit and Control Association, USA.

Mr. Aizid Razzaq Gill, is a seasoned professional banker with twenty-six years of experience in Financial Management, Risk Analysis and Research and expertise in Portfolio Management of Corporate and Commercial Banking obligors. He has worked with various financial institutions and held key positions in the Corporate Banking Sector. After joining the Bank in 2005 as Regional Corporate Head, he has held different senior management positions such as Head-Commercial Assets, Head of Commercial and Retail Risk, Head of Operational Risk, Group Head Corporate and Financial Institutions Risk and Group Head Liabilities. Prior to becoming CEO at Allied Bank, he was performing the role of Chief Risk Officer (CRO) of the Bank.

Mr. Gill is a graduate from University of Engineering & Technology Lahore (UET) and has his Master’s degree in Business Administration from California State University, Fullerton (CSUF), USA. He is a Chevening Scholar, with a Master’s degree in Business Economics from University of Manchester Institute of Science & Technology (UMIST), UK. He has also attended several Executive Education courses on Leadership and Management from various institutions including Columbia University and London Business School. He has also been nominated by the Bank as a Director on the Board of Directors of ABL Asset Management Company Limited and representative at Management Association of Pakistan (MAP) and Pakistan Business Council (PBC). He is a “Certified Director” from Pakistan Institute of Corporate Governance.

Ms. Saira Shahid Hussain, is driving forward the Human Capital vision and plans for developing an array of Human Resources initiatives across Allied Bank Limited. She holds over 25+ years of diversified experience in the field of Human Resources working for various National and International level organizations. She held multiple leadership roles with various corporate sectors across Pakistan. Ms. Saira holds a Master’s degree in Business Administration and is a ‘Certified Master Trainer’. She is a recognized thought-leader, speaker on the topics of leadership, gender diversity, career progression, and youth employment. She has represented Pakistan as Gender Ambassador on various Global forum.

Mr. Naveed Nasim, is the Chief Executive Officer at ABL Funds. He is a seasoned professional with over 23 years of experience in Corporate and Investment Banking, Risk Management and Commercial Banking. He has worked with leading financial institutions including Habib Bank Limited and Allied Bank Limited and held key positions in the area of Corporate and Investment banking and Risk Management. Before joining ABL Funds, he was serving as the Group Head-CIBG at Allied Bank Limited (ABL) and was managing portfolio of Rs. 300 billion with over 100 relationships. During his tenure at ABL, he was instrumental in the implementation of various risk models and processes including Basel Framework and Risk Management framework. He was nominated by Allied Bank as a Director on the Board of Pakistan Corporate Restructuring Company Limited (PCRCL) and Pakistan Mortgage Refinance Company (PMRC). Mr. Nasim holds BBA (Hons) & MBA from IBA, Karachi. He is a Certified Trade Financial Professional (CTFP). During his career, he has attended various Executive Education courses on Leadership, Management and Enterprise Risk Management from leading institutions.

3.5 Profile of the Management

Mr. Naveed Nasim **Chief Executive Officer**

Mr. Naveed Nasim is the Chief Executive Officer at ABL Funds. He is a seasoned professional with over 23 years of experience in Corporate and Investment Banking, Risk Management and Commercial Banking. He has worked with leading financial institutions including Habib Bank Limited and Allied Bank Limited and held key positions in the area of Corporate and Investment banking and Risk Management. Before joining ABL Funds, he was serving as the Group Head-CIBG at Allied Bank Limited (ABL) and was managing portfolio of Rs. 300 billion with over 100 relationships. During his tenure at ABL, he was instrumental in the implementation of various risk models and processes including Basel Framework and Risk Management framework. He was nominated by Allied Bank as a Director on the Board of Pakistan Corporate Restructuring Company Limited (PCRCL) and Pakistan Mortgage Refinance Company (PMRC). Mr. Nasim holds BBA (Hons) & MBA from IBA, Karachi. He is a Certified Trade Financial Professional (CTFP). During his career, he has attended various Executive Education courses on Leadership, Management and Enterprise Risk Management from leading institutions

Syed Khalid Husain **Head of Business Development**

Syed Khalid Husain brings with him an extensive 35 years of rich experience from the financial sector. During his 25 year tenure at Allied Bank, he took charge of various divisions in both Corporate & Retail banking. His last assignment at Allied Bank was to spearhead the largest region of the bank for Pakistan as Head of Karachi City Region. He was also looking after the Corporate Deposits of Sindh and Baluchistan Provinces. Under his supervision as being the Chief Manager in top business branches of Karachi, the branches won the Best Branch of Pakistan, Best Branch of Sindh awards. Apart from being the Chief Manager in top business branches of Karachi he also represented Allied Bank in the International Banking course organized by State Bank Of Pakistan in which 20 Countries Participated.

In 2008, Syed Khalid Husain took charge as Head of Business Development at ABLAMC. In his time at the AMC, he worked hard in creating awareness of mutual funds and its benefits to the masses. His main achievement was the development of largest retail structure throughout Pakistan by organizing sale of funds from over 1000 branches of Allied Bank and establishment of ABL AMC's dedicated retail centers in major cities like Karachi, Lahore, Rawalpindi, & Faisalabad.

Mr. Saqib Matin, FCA, FPA
Chief Financial Officer & Company Secretary

Saqib Matin, FCA FPA, is the Chief Financial Officer & Company Secretary of ABL Asset Management Company Limited. He is a Fellow Chartered Accountant (FCA) and as well as an Associate Member of Pakistan Institute of Public Finance Accountants. He joined ABL Asset Management Company Limited in January 2008 as Chief Financial Officer. He brings with him more than 14 years of diversified experience in the fields of accountancy, taxation, corporate and audit. Previously, he was associated with Atlas Asset Management Limited as Manager Fund Accounting & Financial Reporting. He also served in SME Bank Limited and Sapphire Textile Mills Limited as Manager Accounts. He commenced his professional career from Hameed Chaudhri & Co., Chartered Accountants.

Mr. Kamran Shahzad, FCA
Chief Internal Auditor

Kamran Shahzad FCA is the Chief Internal Auditor and Secretary to the Board Audit Committee of ABL Asset Management. Kamran is a qualified Chartered Accountant with more than 10 years of experience in Qatar, Saudi Arabia, U.A.E. Bahrain and Pakistan. He is member of the Institute of Chartered Accountants of Pakistan and Pakistan Institute of Public Finance Accountants. Besides this, he is also a SAP Certified Implementation and Support Consultant and winner of ICAP members' Professional Excellence Award 2014. Previously, he has served upto the positions of Vice President in audit function of Allied Bank Limited, Deputy Director in a public sector organization and Manager Advisory in a leading firm of Chartered Accountants.

Mr. Fahad Aziz
Chief Investment Officer

Mr. Fahad carries with himself over 17 years of experience in the financial industry specifically Fixed Income Fund Management and Economic Research. At ABL Funds, he is responsible for overall management of conventional and Islamic Fixed Income Funds' Portfolio. Besides as a member of ABL Funds's Investment Committee, he plays an active role in SMA Portfolio Management. Prior to this Mr. Fahad was managing both Conventional and Islamic portfolio of Fixed Income and Money Market Funds at HBL Asset Management Limited of funds. Mr. Fahad holds an MBA in Finance and Computer Sciences from Institute of Business Management.

Mr. Rehan Ansari
Head of Operation

Mr. Rehan Ansari is leading the Registrar Services & Operations Department at ABL Funds. He is a qualified Cost & Management Accountant (ACMA) from the Institute of Cost & Management Accountants of Pakistan (ICMAP). He joined ABL Funds in 2008. He possesses over a decade experience of working with leading financial institutions. Prior to Joining ABL Funds, Rehan served in Arif Habib Investments Limited as Assistant Vice President (AVP) for three years and also worked in different renowned brokerage houses in the initial years of his career. He has diversified experience in the fields of accountancy, corporate taxation & settlements, At ABL Funds, he's also playing the additional role in handling client queries and working in close coordination with the Business Development Department & other Departments.

Mr. Rehan Saif
Head of Compliance

Mr. Rehan Saif brings with him an extensive 25 years of experience in the field of Compliance, regulatory affairs, risk management, product development, surveillance, investigation and enforcement, policies and procedures, customer support and training and awareness programs. Since his joining in 2019 at ABL Funds, he is leading the Compliance Department. Previously, he has served in senior management positions in the National Clearing Company of Pakistan Limited (NCCPL), Central Depository Company of Pakistan Limited (CDC), and the Lahore Stock Exchange (G) Limited. He played an important role in various capital market development projects and implementation of the automations.

Mr. Nasir Ali Shujaiddin
Head of Institutional Sales, Business Strategy & SMA

Mr. Nasir Ali Shujaiddin brings with him over 12 years of combined experience of Asset Management and Corporate Banking. Prior to joining ABL Funds, his was last associated with MCB Bank Limited as Relationship Manager, Corporate Finance & International Banking Group. He holds a Master of Business Administration (MBA) degree from KASBIT and currently he is doing Master of Science (MS) from IBA.

Ms. Zufa Kanwal
Head of Marketing

Ms. Zufa Kanwal is a seasoned financial services marketer adept at brand building, digital marketing, marketing communications and sales training. She is well experienced in influencing and relationship-building through content marketing and social media engagement to create brand awareness, foster brand loyalty and increase profitability. Since her joining in 2017 at ABL Funds, she spearheads the nationwide marketing efforts with the objective to translate the company’s vision into action through effective and strategic marketing planning and execution across all channels from digital to print. Her professional career spans over 13 years in a range of marketing roles. Previously she was associated with Al Meezan Investments and was responsible for Digital Marketing and Communications. Ms. Zufa has been a visiting faculty member at Karachi University for the Masters’ level Management students. She holds an MPA (Finance and HR)-Gold Medalist, from Karachi University. She also holds CFA Investment Foundation Certification, IFMP Certified Mutual Funds’ Distribution Certification and is also a Certified Trainer.

3.6 Existing Schemes under Management and their performance

Existing Funds under Management

ABL Income Fund - (Income Scheme)

Date of Launch: September 20, 2008

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Bench mark: 6 Month Kibor

Net Assets (November 30, 2023)	Rs. 2,309.41 million
NAV (November 30, 2023)	Rs. 10.1314 per unit
Fund Stability Rating	A(f)

Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.273	13.66%	7,292.00
Year Ended June 30, 2022	0.9499	9.88%	12,831.99
Year Ended June 30, 2021	0.4642	4.76%	8,516.13
Year Ended June 30, 2020	1.4354	14.32%	1,490.93
Year Ended June 30, 2019	0.7034	7.12%	1,692.90

ABL Stock Fund - (Equity Scheme)

Date of Launch: June 28, 2009

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: KSE 100 Index

Net Assets (November 30, 2023)	Rs. 2,764.23 million		
NAV (November 30, 2023)	Rs. 18.4500 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	Nil	(2.39%)	2,384.10
Year Ended June 30, 2022	Nil	(18.26%)	5,160.18
Year Ended June 30, 2021	0.2382	39.26%	6,518.21
Year Ended June 30, 2020	Nil	(1.44%)	4,426.79
Year Ended June 30, 2019	Nil	(16.54%)	3,952.00

ABL Cash Fund - (Money Market Scheme)

Date of Launch: July 30, 2010

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: 70%-Average of 3M PKRV & 30%-Average of 3 Month Bank Deposit Rate

Net Assets (November 30, 2023)	Rs. 47,037.24 million		
NAV (November 30, 2023)	Rs. 10.2624 per unit		
Fund Stability Rating	AA+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)

Year Ended June 30, 2023	1.629	17.50%	33,616.30
Year Ended June 30, 2022	0.8685	10.31%	44,765.94
Year Ended June 30, 2021	0.6777	6.91%	34,807.57
Year Ended June 30, 2020	1.2092	12.61%	26,910.97
Year Ended June 30, 2019	1.3116	9.02%	21,248.466

ABL Islamic Income Fund - (Shariah Complaint – Income Scheme)

Date of Launch: July 30, 2010

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Month Deposit rates of 3 Islamic Banks selected by MUFAP

Net Assets (November 30, 2023)	Rs. 1,094.59 million		
NAV (November 30, 2023)	Rs. 11.0800 per unit		
Fund Stability Rating	A+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.2462	12.42%	1,012.81
Year Ended June 30, 2022	0.8471	8.63%	3,532.28
Year Ended June 30, 2021	0.5854	5.75%	4,737.57
Year Ended June 30, 2020	1.1375	11.28%	6,141.18
Year Ended June 30, 2019	0.8481	8.47%	3,732.59

ABL Government Securities Fund - (Income Scheme)

Date of Launch: November 30, 2011

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: 6 Months PKRV rates

Net Assets (November 30, 2023)	Rs. 4,017.38 million		
NAV (November 30, 2023)	Rs. 11.1524 per unit		
Fund Stability Rating	AA-(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.4222	14.78%	643.43

Year Ended June 30, 2022	0.8178	8.25%	1,361.52
Year Ended June 30, 2021	0.4642	5.08%	2,875.50
Year Ended June 30, 2020	1.5734	15.30%	4,679.35
Year Ended June 30, 2019	0.7627	7.73%	2,811.07

ABL Islamic Stock Fund - (Shariah Complaint – Equity Scheme)

Date of Launch: June 12, 2013

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: KMI-30 index

Net Assets (November 30, 2023)	Rs. 1,519.88 million		
NAV (November 30, 2023)	Rs. 18.6401 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	Nil	(0.91%)	1,111.59
Year Ended June 30, 2022	Nil	(18.79%)	2,707.16
Year Ended June 30, 2021	0.2226	34.97%	2,876.64
Year Ended June 30, 2020	0.0172	0.56%	2,316.58
Year Ended June 30, 2019	Nil	(16.65%)	1,976.93

ABL Islamic Financial Planning Fund - (Shariah Complaint - Fund of Fund Scheme)

Benchmark: Weighted average return of KMI 30 Index and average 6-month deposit rate of three Islamic Banks

Conservative Allocation Plan

Date of Launch: December 22, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 3,350.58million		
NAV (November 30, 2023)	Rs. 125.6136 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	12.9166	10.98%	1,837.63
Year Ended June 30, 2022	5.2407	4.52%	60.28

Year Ended June 30, 2021	10.3650	8.73%	60.24
Year Ended June 30, 2020	2.1572	5.92%	65.09
Year Ended June 30, 2019	1.4420	1.35%	35.20

ABL Islamic Financial Planning Fund-Aggressive Asset Allocation Plan

Date of Launch: December 22, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 1.76 million		
NAV (November 30, 2023)	Rs. 120.7703 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	4.2384	3.82%	1.37
Year Ended June 30, 2022	10.0335	10.22%	4.092
Year Ended June 30, 2021	27.3069	29.16%	7.98
Year Ended June 30, 2020	0.0172	0.05%	41.50
Year Ended June 30, 2019	Nil	(7.86%)	83.57

ABL Islamic Financial Planning Fund – Active Allocation Plan

Date of Launch: December 22, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 95.85 million		
NAV (November 30, 2023)	Rs. 105.2932 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	4.6757	5.57%	80.41
Year Ended June 30, 2022	Nil	(8.87%)	246.75
Year Ended June 30, 2021	30.7157	27.40%	396.77
Year Ended June 30, 2020	Nil	(2.57%)	429.49
Year Ended June 30, 2019	Nil	(7.58%)	571.45

ABL Islamic Financial Planning Fund–Strategic Allocation Plan

Date of Launch: March 31, 2016
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 19.26 million		
NAV (November 30, 2023)	Rs. 109.0208 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	3.683	4.34%	23.79
Year Ended June 30, 2022	Nil	(9.52%)	25.74
Year Ended June 30, 2021	30.978	30.38%	176.29
Year Ended June 30, 2020	5.9029	(5.19%)	164.61
Year Ended June 30, 2019	Nil	(1.87%)	255.42

ABL Islamic Financial Planning Fund – Strategic Allocation Plan III

Date of Launch: March 3, 2017
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 13.01 million		
NAV (November 30, 2023)	Rs. 110.3904 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	4.8042	4.91%	10.30
Year Ended June 30, 2022	Nil	(11.55%)	25.37
Year Ended June 30, 2021	28.5572	27.31%	28.8
Year Ended June 30, 2020	Nil	2.57%	33.14
Year Ended June 30, 2019	Nil	(0.57%)	335.42

ABL Islamic Financial Planning Fund – Capital Preservation Plan - I

Date of Launch: March 29, 2019
Listing: Pakistan Stock Exchange
Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 212.12 million
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NAV (November 30, 2023)	Rs. 111.2469 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	9.3239	9.6%	371.14
Year Ended June 30, 2022	0.7057	0.6%	1,084.91
Year Ended June 30, 2021	18.6391	18.5%	1,216.34
Year Ended June 30, 2020	6.1371	0.03%	378.93
For the period from March 29, 2019 to June 30, 2019	2.1352	2.17%	395.40

ABL Islamic Financial Planning Fund – Capital Preservation Plan-II

Date of Launch: November 20, 2021

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 46.52 million		
NAV (November 30, 2023)	Rs. 110.3809 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	9.9455	0.19%	253.18
For the period from November 20, 2021 to June 30, 2022	0.7384	(0.11%)	600.92

ABL Financial Planning Fund - (Fund of Fund Scheme)

Weighted average return of KSE 100 Index and average 6 month deposit rate of three Banks.

Conservative Allocation Plan

Date of Launch: December 31, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 190.36 million		
NAV (November 30, 2023)	Rs. 124.1828 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	12.0772	11.19%	168.02

Year Ended June 30, 2022	5.4246	4.89%	159.60
Year Ended June 30, 2021	10.0467	9%	160.15
Year Ended June 30, 2020	12.3601	11.40%	188.27
Year Ended June 30, 2019	2.0844	2.02%	190.13

Active Allocation Plan

Date of Launch: December 31, 2015

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 7.69 million		
NAV (November 30, 2023)	Rs. 104.4447 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	2.6008	5.66%	18.18
Year Ended June 30, 2022	Nil	(10.20%)	130.99
Year Ended June 30, 2021	28.1930	35.72%	152.48
Year Ended June 30, 2020	Nil	(5.52%)	176.68
Year Ended June 30, 2019	Nil	(6.71%)	356.22

Strategic Allocation Plan

Date of Launch: December 30, 2016

Listing: Pakistan Stock Exchange

Par Value: Rs. 100/-

Net Assets (November 30, 2023)	Rs. 170.17 million		
NAV (November 30, 2023)	Rs. 99.6827		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	2.6830	4.01%	138.88
Year Ended June 30, 2022	Nil	(11.72%)	221.27
Year Ended June 30, 2021	31.8454	34.64%	267.57
Year Ended June 30, 2020	2.3425	(3.81%)	213.57

Year Ended June 30, 2019	Nil	(3.44%)	525.13
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ABL Islamic Dedicated Stock Fund - (Shariah Complaint – Equity Scheme)

Date of Launch: December 19, 2016

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: KMI-30 index

Net Assets (November 30, 2023)	Rs. 117.39 million		
NAV (November 30, 2023)	Rs. 9.8073 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	Nil	(16.93%)	95.40
Year Ended June 30, 2022	Nil	(3.77%)	667.31
Year Ended June 30, 2021	0.5192	36.98%	490.47
Year Ended June 30, 2020	Nil	(19.30%)	419.51
Year Ended June 30, 2019	Nil	(0.13%)	684.54

ABL Islamic Asset Allocation Fund - (Shariah Complaint – Asset Allocation Scheme)

Date of Launch: May 31, 2018

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Wt. Avg. daily return of KMI 30 index & 6M Avg. deposit rates of 3 A rated Islamic banks/ Islamic windows of scheduled commercial banks based on actual proportion of investment in Equity/Fixed Income/ Money Market component.

Net Assets (November 30, 2023)	Rs. 1,940.16 million		
NAV (November 30, 2023)	Rs. 10.7938 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.5463	15%	2,519.10
Year Ended June 30, 2022	0.8451	8.8%	2,777.70
Year Ended June 30, 2021	0.7956	8.1%	2,683.76
Year Ended June 30, 2020	0.6957	6.86%	2,171.57
For the period from May 31, 2018 to June 30, 2019	0.010	(1.09%)	234.59

Allied Finergy Fund - (Asset Allocation Scheme)

Date of Launch: November 23, 2018

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Wt. Avg. daily return of PSX 100 index & 6M Kibor and (70% three (3) months PKRV rates + 30% three (3) months average deposit rate of three (3) AA rated scheduled banks as selected by MUFAP), based on the fund's actual allocation in equity, fixed income and money market instruments.

Net Assets (November 30, 2023)	Rs. 417.26 million		
NAV (November 30, 2023)	Rs. 13.0318 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	Nil	(0.61%)	282.60
Year Ended June 30, 2022	Nil	(7.85%)	348.03
Year Ended June 30, 2021	0.8207	16.35%	694.01
Year Ended June 30, 2020	Nil	(5.48%)	495.78
For the period from November 23, 2018 to June 30, 2019	Nil	(2.12%)	447.89

ABL Special Saving Fund (Capital Protected Scheme)

ABL Special Saving Plan I

Date of Launch: September 19, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (November 30, 2023)	Rs. 19,052.20		
NAV (November 30, 2023)	Rs. 10.1329 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.6126	16.96%	20,129.54
Year Ended June 30, 2022	0.7093	7.34%	106.80
Year Ended June 30, 2021	0.3245	3.28%	579.95
For the Period from September 19, 2019 to June 30, 202	1.3030	14.02%	847.42

ABL Special Saving Plan II

Date of Launch: September 20, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 3 Months PKRV Rates

Net Assets (November 30, 2023)	Rs. 12.70 million		
NAV (November 30, 2023)	Rs. 10.8407 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	2.7654	28.17%	3,522.95
Year Ended June 30, 2022	0.7909	7.45%	155.18
Year Ended June 30, 2021	0.0446	6.73%	64.61
For the Period from September 20, 2019 to June 30, 202	0.9844	10.31%	1,914.15

ABL Special Saving Plan III

Date of Launch: October 11, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (November 30, 2023)	Rs.12,886.09 million		
NAV (November 30, 2023)	Rs. 10.3512 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.6965	17.77%	4,571.50
Year Ended June 30, 2022	0.9703	10.09%	6,141.20
Year Ended June 30, 2021	0.5712	6.79%	455.91
For the Period from October 11, 2019 to June 30, 2020	0.9840	10.09%	4,346.89

ABL Special Saving Plan IV

Date of Launch: December 6, 2019

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 1 Month PKRV Rates

Net Assets (November 30, 2023)	Rs. 1,964.39 million		
NAV (November 30, 2023)	Rs. 11.1078 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	2.7477	27.62%	1,845.56
Year Ended June 30, 2022	0.7290	7.61%	77.423
Year Ended June 30, 2021	0.4548	4.94%	169.07
For the Period from December 06, 2019 to June 30, 2020	1.0169	11.08%	401.76

ABL Special Saving Plan V

Date of Launch: February 26, 2021

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (November 30, 2023)	Rs. 9,779.93 million		
NAV (November 30, 2023)	Rs. 11.0525 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.7435	18.16%	5,690.36
Year Ended June 30, 2022	0.7996	8.44%	499.68
For the period from February 26, 2021 to June 30, 2021	1.0626	11.28%	3,911.51

ABL Special Saving Plan VI

Date of Launch: August 5, 2022

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (November 30, 2023)	Rs. 1,186.86 million		
NAV (November 30, 2023)	Rs.11.0328 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)

For the period from August 5, 2022 to June 30, 2023	1.4607	5.17%	714.73
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ABL Special Saving Fixed Rate Plan

Date of Launch: February 7, 2023

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Average of 6 Months PKRV Rates

Net Assets (November 30, 2023)	Rs. 1,179.98 million		
NAV (November 30, 2023)	Rs. 10.8762 per unit		
Performance	Distribution per unit	Return	Net Assets (mn.)
For the period from February 7, 2023 to June 30, 2023	0.6455	8.31%	2,151.76

ABL Islamic Cash Fund - (Shariah Complaint – Money Market Scheme)

Date of Launch: February 13, 2020

Listing: Pakistan Stock Exchange

Par Value: Rs. 10/-

Benchmark: Three months average deposit rates of three (3) AA rated Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP.

Net Assets (November 30, 2023)	Rs. 24,743.92 million		
NAV (November 30, 2023)	Rs. 10 per unit		
Fund Stability Rating	AA+(f)		
Performance	Distribution per unit	Return	Net Assets (mn.)
Year Ended June 30, 2023	1.5463	16.91%	24,739.20
Year Ended June 30, 2022	0.9307	9.79%	16,067.24
Year Ended June 30, 2021	0.6414	6.62%	7,514.91
For the period from February 13, 2020 to June 30, 2020	0.3705	10.03%	1,492.97

ABL Financial Sector Fund (Income Scheme)

Date of Launch: August 31, 2023

Par Value: Rs. 10/-

Benchmark: Six (6) Months KIBOR Rates

Net Assets (November 30, 2023)	Rs. 1,012.18 million
NAV (November 30, 2023)	Rs. 10.0061 per unit

ABL Fixed Rate Fund (Fixed Rate)

ABL Fixed Rate Plan - I

Date of Launch: August 31, 2023

Par Value: Rs. 10/-

Benchmark: Six (6) Months KIBOR Rates

Net Assets (November 30, 2023)	Rs. 7855.90 million
NAV (November 30, 2023)	Rs. 10.2673 per unit

ABL Pension Fund (Voluntary Pension Scheme)

Date of Launch: August 20, 2014

Par Value: Rs. 100/-

Net Assets (November 30, 2023)- Rs.603.98 million					
Return Performance	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended June 30, 2021	Year Ended June 30, 2020	Year Ended June 30, 2019
Equity Sub- Fund	(1.33%)	(16.07%)	41.26%	(0.20%)	(19.15%)
Debt Sub- Fund	17.51%	7.29%	5.24%	15.54%	7.28%
Money Market Sub-Fund	15.66%	7.54%	5.12%	11.95%	7.49%

ABL Islamic Pension Fund (Shariah Compliant - Voluntary Pension Scheme)

Date of Launch: August 20, 20214

Par Value: Rs. 100/-

Net Assets (November 30, 2023)- Rs. 310.23 million.					
Return Performance	Year Ended June 30, 2023	Year Ended June 30, 2022	Year Ended June 30, 2021	Year Ended June 30, 2020	Year Ended June 30, 2019
Equity Sub- Fund	1.24%	(14.44%)	45.03%	0.36%	(19.97%)
Debt Sub- Fund	10.65%	5.30%	4.82%	7.97%	3.46%
Money Market Sub-Fund	12.71%	6.70%	4.48%	7.11%	3.51%

Performance of Listed Associated Companies

Allied Bank Limited

(in millions)	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018
Profit After tax	21,194	17,313	18,029	14,112	12,880
Total Assets	2,250,972	2,010,157	1,590,458	1,481,121	1,350,598
Total Equity	127,811	127,245	131,560	115,351	107,304
Dividend per Share					
Cash	85%	80%	80%	80%	80%

Ibrahim Fiber Limited

(in millions)	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018
Profit After tax	5,311	5,407	(1,295)	998	2,107
Total Assets	83,076	71,739	59,588	53,570	47,008
Total Equity	54,450	49,212	37,865	39,474	38,957
Dividend per Share					
Cash	0%	20%	0%	10%	15%

3.7 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 and the Deed and to this Offering Document and conditions (if any), which may be imposed by the SECP from time to time.

The Fund is based on the Shariah principles of “Wakala”, in which the Management Company shall administer the scheme in accordance with the Rules, the Regulations, the Deed and this Offering Document. The Management Company shall manage and operate the Scheme and Fund Property in the interest of the Principal (Unit Holders) in good faith, and to the best of its ability

3.7.1 Administration of the Scheme

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

3.7.2 Management of Fund Property

The Management Company shall manage the Fund Property in a manner that ensure Shariah compliance and good faith, to the best of its ability and without gaining an 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 or the guidelines of the Shariah Advisor. The Management Company shall not be liable for any loss caused to the investment plans under 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.

3.7.3 Appointment of Distributors

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

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

- (a) The Distributors to whom it delegates, have acquired license \ registration from SECP as registered service providers.; and
- (b) the written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

3.7.4 Appointment of Investment Facilitator

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

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

- a) the investment facilitator have acquired registration with the Mutual Funds Association of Pakistan (MUFAP) as registered service providers and are abiding by the code of conduct prescribed by the Association; and

- b) the written contract with the Investment facilitator clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

3.7.5 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.

3.8 Maintenance of Unit Holders Register

A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.

The office of the Transfer Agent is located at ABL Asset Management Company Limited, 14, Main Boulevard, DHA Phase VI, Lahore - Pakistan, where Register of Unit Holder will maintain.

Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.

3.8.1 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. The Management Company shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure.

3.9 Role of the Trustee

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

The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under the 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 the Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of the Trust Deed, any

instruction, certificate, notice, direction or other communication is required to be given by the Management Company, the Trustee may accept as sufficient evidence thereof:

- a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and
- any Instructions received online through the software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)
- The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure
- In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.9.1 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.

3.9.2 Custody of Assets

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

3.9.3 Investment of Fund Property at direction of Management Company

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

3.9.4 Carrying out instructions of the Management Company

The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Fund Property unless such instructions are in conflict with the

provisions of the Deed, this Offering Document(s), the Regulations, the Circulars and Directives of SECP or any other applicable law.

3.9.5 **Liabilities of the Trustee**

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

3.9.6 **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.

3.10 **Shariah Advisor**

Management Company, has appointed Al-Hilal Shariah Advisors (Pvt.) Limited, as the Shari'ah Advisor for the Fund. Mufti Irshad Ahmed is the designated Shari'ah expert looking at the fund.

The Management Company may at any time, with prior notice to the Trustee and intimation to the Commission, terminate the Agreement with the Shariah Advisor by giving a notice as per the Agreement with the Shariah Advisor, before the completion of the term, and fill the vacancy with the approval of the Commission and the Trustee. Furthermore, the agreement entered into for the appointment of the Shariah Advisor shall be furnished to the Commission.

The Shariah Advisor shall provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company to ensure the Fund is Shariah Compliant

Duties and Responsibilities of Shariah Advisor

The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah and regulations issued by the Commission. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties. In case of any dispute or difference of opinion regarding a Shariah opinion between the Shariah Advisor and the management w.r.t the Shariah interpretation, the matter shall be referred to the Commission", which may refer it to any relevant forum including the Shariah Advisory Committee of the Commission

The Shariah Adviser shall do the research as appropriate on the criteria followed by Islamic Unit Trusts all over the world for the purpose of screening of investments. The Shariah Advisor will then decide as to which screening criteria are relevant to be used in the context of Pakistan's

capital markets and the instruments available therein, and which need to be modified/added/deleted.

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

The Shariah Advisor has certified that Investment Policy of the Trust is compliant with the requirements of Shariah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shariah acceptability of the Investment Policy, permission for necessary amendments of the Deed may be sought from the Commission.

The Shariah Advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and will recommend to the Management Company the criteria for selecting the Charities to whom such sums shall be donated, subject to the condition that such approved charity organization is not related to the Shariah Adviser, Management Company or any of their employees.

At the end of each Annual and Semi Annual Accounting Period or such other interval as the Commission may require, the Shariah Advisor shall issue a Shariah certificate to be included in the Annual reports or such other report in respect of the Shariah compliance of the preceding year's or past operations of the Fund in accordance with the Shariah guidelines issued by the Shariah advisor.

3.11 **Transfer Agent**

The Management Company Limited having its office at Plot No. 14, Main Boulevard, DHA – Phase -6, Lahore will perform the 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.

3.12 **Custodian**

Central Depository Company of Pakistan Limited, having its office at "CDC House, 99-B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi", 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/ respective Investment Plan'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.

3.13 **Distributors/Facilitators**

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.

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

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

3.14 Auditors

A.F. Ferguson & Co. Chartered Accountants.

State Life Building No. 1-C I.I Chundrigar Road, City Railway Colony,
Karachi City, Sindh

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) The contents of the Auditors report shall be as mentioned in the Regulations.

3.15 Legal Advisors

Ijaz Ahmed & Associates

86-S, M1 Commercial Plaza Behind AL Fatah Store, Paragon City, Lahore, Pakistan

3.16 Bankers

Bankers to the Scheme shall be any bank (must be Shariah compliant/ Islamic banks and Shariah compliant/ Islamic banks window) appointed by the Management Company. The Trustee shall maintain and operate the Bank Accounts of the Scheme at the said Bank(s).

3.16.1 Shariah Compliant Bank Accounts

The Trustee, at the request of the Management Company, shall open Bank Account(s) of the investment plans under the Fund 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. These Bank Account(s) shall be titled:

- **For ABL Islamic Fixed Term Plan–I**
“CDC-Trustee ABL Islamic Fixed Term Plan–I”
- **For ABL Islamic Fixed Term Plan– II**
“CDC-Trustee ABL Islamic Fixed Term Plan–II”
- **For ABL Islamic Fixed Term Plan–III**
“CDC-Trustee ABL Islamic Fixed Term Plan–III”

- (a) The Management Company may also require the Trustee to open Bank Account(s) as Distribution Account(s) for dividend distribution out of each investment plan under the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.
- (b) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund by equally dividing it amongst the existing Investment Plans. All bank charges for opening and maintaining bank accounts for an Investment Plan under the Trust shall be charged to the pertinent Investment Plan.
- (c) 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 each investment plan of the Trust.
- (d) The amounts received from the Investors before the Initial Period shall be deposited in a Bank Account of the Fund and any income, profit etc earned and/or accrued on the investments of that amount up to and including the day before the opening of Initial Period shall not form part of the Trust Property and shall be paid by the Management Company or the Trustee (Subject to applicable Tax) to those Investors participated before the Initial Period, either in cash or in additional Units as agreed with those Investors, in proportion of their investments.
- (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 ABL Islamic Fixed Term Fund”.

3.17 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.

3.18 Minimum Fund Size

The minimum size of ABL Islamic Fixed Term Fund under which pertinent Investment plan(s) are operating 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 (Rs. 100,000,000/-), 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

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

4.2 Classes of Units

The Management Company may issue any of the following classes of Units for each of the Investment Plan being offered under the Fund:

- (a) **Class "A"** Units shall be issued to the investors during the Initial Period. These Units are also subject to Contingent Load in case of redemption before the completion of the Initial Maturity of the Fund.

Irrespective of the different classes of Units as set out above, all Units of respective Plan under this Fund, shall rank pari passu inter se and cannot be intermingled with the units of the other Plan offered under this Fund. These Units shall have such rights as are set out in the Trust Deed and this Offering Document unless stated otherwise.

The Management may introduce additional type/class of Units from time to time. The Management Company may, at its discretion suspend issue of certain types of Units, subject to SECP's prior approval.

4.3 Purchase and Redemption of Units

- (a) Units are purchased at the Offer Price during initial period and redeemed at the Redemption Price after the initial period at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in of this Offering Document.

- (b) Units are issued after realization of subscription money; however these are allocated upon receipt of application.
- (c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (d) During the Initial Period the Units shall not be redeemed & after the initial period units shall not be issued.

4.4 Procedure for Purchase of Units

4.4.1 Who Can Apply?

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

- (a) Citizens of Pakistan resident in Pakistan. In respect of minors below 18 years of age, applications may only be made by their guardians.
- (b) Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan provided such investment is permitted under their respective memorandum and articles of association and / or bye-laws.
- (c) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan can apply for Units subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that may apply to their place of residence, domicile and citizenship. The payment of dividends and redemption proceeds to such investors shall be subject to the relevant taxation and exchange regulations / laws. Any person making an application for the Purchase of Units in the Fund shall warrant that he/she is duly authorized to purchase such Units.
- (d) Provident, Pension, Gratuity and other Retirement Funds registered under any law in Pakistan that are allowed and eligible for investments.
- (e) Insurance Companies incorporated in Pakistan
- (f) Non-profit organizations (NPOs) and other Charitable Institutions registered under any law in Pakistan.
- (g) Fund of Funds Schemes.
- (h) Any other investor as allowed under regulations from time to time.

How can Units be purchased?

4.4.2 Account Opening Procedure

The procedure given below is designed for paper-based transactions. The Management Company at a later date after seeking approval of the Commission may introduce electronic/Internet based options for the transactions. The process is also subject to the requirements of AML Laws applicable in Pakistan.

- (a) Before purchasing Units of an Investment Plan under the Fund an investor must open an account with Management Company using the Account Opening Form (Form 01) attached to this Offering Document.
- (b) In case of individuals, a photocopy of the Computerized National Identity Card (CNIC), NICOP or Passport etc. of the applicant or any other form of identification acceptable to the Management Company needs to be furnished
- (c) In case of a body corporate or a registered society or a trust the following documents would be required,
 - (i) Duly certified copy of the memorandum and articles of association/ Charter/ Byelaws or rules and regulations;
 - (ii) Duly certified copy of power of attorney and/or relevant resolution of the board of directors/ trustees/ governors delegating any of its officers to invest the Funds and/ or to realize the Investment and;
 - (iii) Duly certified copy of the Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.
- (d) In case of existing Unit Holders, if any of the documents (in a, b, or 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 in particulars of unit holders including name or address of any unit holder as entered in the Register shall forthwith be notified in writing by the 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 from the date of written communication 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 from the date of written communication and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.
- (g) The Investor Account Opening Form can be lodged with any Distributor or directly lodged with the Management Company. No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- (h) The Management Company will make arrangements, from time to time, for receiving Account Opening Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.4.3 Joint Application

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

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

Note: Documentation may vary subject to the requirement of Anti Money Laundering Laws applicable.

4.4.4 Purchase of Units

- (a) After opening an account an account holder may purchase Units of Investment Plans under the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.
- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "**Account Payee only**" as specified below;

For ABL Islamic Fixed Term Plan-I:

- Demand draft, Pay order, Online transfer, RTGS and cheque in favor of "CDC- Trustee ABL Islamic Fixed Term Plan-I"

For ABL Islamic Fixed Term Plan-II:

- Demand draft, Pay order, Online transfer, RTGS and cheque in favor of "CDC- Trustee ABL Islamic Fixed Term Plan-II"

For ABL Islamic Fixed Term Plan-III:

- Demand draft, Pay order, Online transfer, RTGS and cheque in favor of "CDC- Trustee ABL Islamic Fixed Term Plan-III"

For Common Collection Account:

- "CDC- Trustee ABL Islamic Fixed Term Fund"

- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be validly issued by Distributors.
- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company will make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.4.5 **Minimum Amount of Investment**

Initially Units shall be issued at Par Value of Rs. **10/-** with a minimum investment size of Rs.**500/-** (Rupees Five Hundred only) and thereafter the minimum amount for investment would be the same per transaction, at applicable NAV or purchase price, other than reinvestment of Dividend and Bonus Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holders. However, enhancement in current minimum monetary investments shall not take effect retrospectively.

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

- (a) Units offered during the Initial period will be as specified in clause 1.6.
- (b) After the Initial Period, the units of the Investment plans shall not be issued.

Where any Investment Plan offer units to the investor subsequent to the initial period (with the prior approval of commission) then issuance of units shall be made according to the following procedures;

The Purchase (Offer) Price of Units of any Investment Plan shall be equal to the sum of:

- (i) The Net Asset Value (NAV) of the Investment Plan as of the close of the Business Day (Forward pricing);
- (ii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
- (iii) Such amount as the Management Company may consider an appropriate provision for Transaction Costs.

Such sum shall be adjusted upward to the nearest paisa.

If such price exceed or falls short of the current value of the underlying assets by more than five percent based on information available, the assets Management Company shall defer dealing and

calculate a new price and this new price would be applicable for dealing of units.

4.4.7 **Allocation/ Issue of Units**

- (a) The Purchase Price determined at the end of the Dealing Day for Units of the Investment Plan(s) shall apply to all Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.
- (b) Units will be allocated at the Purchase Price as determined in clause 4.4.5 above and issued after realization of Funds in the bank account of the Fund.
- (c) The Transfer Agent shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.
- (d) In case the Management Company announces a suspension of further issue of Units of an Investment Plan under the Fund, it may allow existing Unit Holders of that Investment Plan to continue acquiring Units out of any cash or bonus / stock dividend declared on the Units held in the pertinent Investment Plan. Also, if issue of Units of an Investment Plan is suspended, Units for other Investment Plan(s) under the Fund may continue unaffected.

4.4.8 **Issuance of Physical Certificates**

- (a) Unit Certificates will be issued only if requested by the Unit Holder.
- (b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of **Rs. Nil** per Certificate or any other amount as determined by the Management Company from time to time and available on Management Company's website.
- (c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder or to the address of the first named Joint Unit Holder, if the relevant Unit or Units are jointly held.
- (d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.
- (e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.

4.4.9 **Replacement of Certificates**

- a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Plan 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.

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

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

4.5 Procedure for Redemption of Units

4.5.1 Who Can Apply?

During the Initial Period the Units shall not be redeemed. After the Initial Period all Unit Holders are eligible to redeem the Units (subject to Contingent load).

4.5.2 Redemption Application Procedure

- (a) Request for Redemption of Units of Investment Plan(s) under the Fund shall be made by completing the prescribed redemption form and the same is received at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company.
- (b) The Management Company may redeem only part of the Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.
- (c) The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.
- (d) 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's Account Opening Form. However, the Transfer Agent will follow any subsequent change in account operating instruction requested by the Unit Holder or Holders in writing as the case may be.
- (e) The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by Management Company or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.
- (f) The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.
- (g) 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 up to 15 days. In the event the discrepancy is not removed in the said 15 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. However, in case where discrepancy is removed within a said 15 days, NAV of the day on which the discrepancy has removed will be applicable.

- (h) The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.
- (i) The amount payable on redemption shall be paid to the Unit Holder or first named joint Unit Holder by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form within six Business Days from the date of presentation of the duly completed Redemption form, electronic or otherwise, at the Authorized Branch or office of the Distributor or the Management Company.
- (j) The amount can also be paid to the third party upon instruction of the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form.
- (k) No Money shall be paid to any intermediary except the Unit Holder or his/her authorized representative.
- (l) The Management Company may make arrangements through branches of banks to facilitate redemption of Units of the Trust property under Investment Plan(s). 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.
- (m) 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 of the pertinent Investment Plan, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 4.10.4.
- (n) On the occurrence of any circumstance specified in the Regulation or the Deed that may require an Investment Plan(s) under the Fund to be suspended, the Management Company shall suspend the Sale and Redemption of Units of the pertinent Investment Plan, and intimation of suspension shall be made to the Unit Holders of the pertinent Investment Plan, the Trustee and the Commission according to the procedure laid down in the Regulation.

4.5.3 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

- a) 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.

- b) 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.
- c) 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

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

- a) After the Initial Period, the Redemption (Repurchase) Price of Units of any Investment Plan shall be equal to the Net Asset Value (NAV) of the pertinent Investment Plan as of the close of Business Day (forward pricing) less:
 - i. Contingent Load; and
 - ii. Such amount as the Management Company may consider an appropriate provision for Duties and Charges and other levies etc; and
 - iii. Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
 - iv. Such sum shall be adjusted downward to the nearest paisa.
- b) 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.

4.8 Procedure for Requesting Change in Unit Holder Particulars

4.8.1 Who Can Request Change?

All Unit Holders are eligible to change their Unit Holder details if they so desire. For such change in particulars, a request shall be made via the Special Instructions Form. These Forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made

through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

4.8.2 Application Procedure for Change in Particulars

- (a) Some of the key information which the Unit Holder can change is as follows:
 - i. Change in address
 - ii. Nominee detail
 - iii. Change in Bank Account details
 - iv. Account Operating instructions
 - v. Frequency of profit payments
 - vi. Systemic Conversion Option

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

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

4.8.3 Transfer & Transmission

- a) Unit Holder may, subject to the law, transfer any Units of Investment Plan(s) held by them either in case of succession (Transmission) or as a gift (blood relation or spouse). The transfer as a gift 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.
- b) 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.
- c) 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.
- d) The Transfer Agent shall, with the prior approval of the Management Company or the Management Company itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of twelve

years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by AMC's and shall not be destroyed.

- e) Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent or the Management Company itself as Registrar after satisfying as to all legal requirements such as intimation of death of deceased Unit Holder along-with certified copy of death certificate, indemnity from nominee along-with copy of CNIC of nominee and deceased Unit Holder, original unit certificate (in case of physical certificate) etc. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.
- f) A Unit Holder may transfer 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.

4.8.4 **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.

4.8.5 **Conversion**

Conversion of Units of the investment plan to Units of any other Fund/Plan of any other Scheme managed by the Management Company can be carried out by submitting the duly filled Conversion Application Form, or any other Form as designated by the Management Company for the purpose of conversion from time to time, to the Authorized Branch of the Management Company together with any certificate / document required. Physical Certificates, if issued, must accompany the form. 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, if any, has been received.

Notwithstanding anything contained in this Offering Document, the Offer Prices applicable on the conversion shall be the price applicable for the day on which form is submitted. For the purpose of conversion transaction applicable Cut Off timings of the respective Schemes/Plans shall be applicable. The Transfer Agent or Management Company itself shall carry out the

conversion after satisfying that all the requisite formalities have been fulfilled and deduction of applicable taxes has been made. The Management Company may impose a time limit before which conversion may not be allowed.

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. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.
- (b) Any Unit Holder of Investment Plan(s) either singly or with Joint Unit Holder(s) (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her / their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.
- (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 / pledgee bank account or posted to the registered address of Pledge holder mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledger as per Central Depositories Act.
- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by both Individuals and/or non-individuals Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.
- (g) All risks and rewards, including the right to redeem such Units and operate such account, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

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

4.10.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.10.2 & 4.10.3, Subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

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

4.10.2 Suspension of Fresh Issue of Units

The Management Company may, under certain circumstances, suspend issue of fresh Units. These circumstances may include;

- 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 of each investment plan.

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 of an Investment Plan is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Investment Plan'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 outstanding in issue Units of an Investment Plan, the Management Company may invoke a Queue System whereby requests for redemption shall be processed on a first come first served basis for up to ten percent (10%) of the outstanding in issue Units of the Investment Plan. The Management Company shall proceed to sell adequate assets of the pertinent Investment Plan and / or arrange borrowing as it deems fit in the best interest of all Unit Holders of the pertinent Investment Plan and shall determine the redemption price for units under pertinent Investment Plan(S) 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 redemption 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 of the Investment Plan, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the redemption price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the outstanding Units of the Investment Plan.

4.10.5 Winding up in view of Major Redemptions

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

5. DISTRIBUTION POLICY

5.1 Declaration of Dividend

- a) The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date / interim period whether to distribute among Unit Holders, profits, either in the form of bonus Units (stock dividend) 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.
- b) 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 Investment Plans under the Collective Investment Scheme received or derived from sources other than realized or unrealized capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.
- c) This will be done through distribution by way of dividends, for every accounting year, to the Unit Holders of each Investment Plan, not less than ninety percent of the accounting income for the pertinent Investment Plan, received or derived from sources other than realized / unrealized capital gains as reduced by such expenses pertaining to that Investment Plan.
- d) 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 Act, 2017, 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 determined by the Management Company in accordance with the regulatory and taxation requirements as may be applicable from time to time, however, for the purpose of understanding it shall be the sum total of:

- a) The total income earned on the Trust Property of pertinent Investment Plan(s) during such Accounting Period including all amounts received in respect of dividend, mark-up, profit etc.
- b) Whole or part of the realized and/or unrealized appreciation of Investment Assets, at the option of the Management Company.
- c) From the above distribution amount, following shall be deducted:
 - i) Expenses as stated in the constitutive document; and
 - ii) Any other adjustment as the Management Company may determine.

5.3 Payment of Dividend

All payments for dividend shall be made through payment instruments or Transfer of Funds to the Unit Holder's designated bank account or the charge-holder's designated bank account in case of lien / pledge of Units as the case may be or through any other mode of payment (as specified in the account opening form) and such payment shall be subject to applicable laws.

5.4 Dispatch of Dividend Warrants/Advice

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

5.5 Reinvestment of Dividend

The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option. Any cash dividend entitled to such unit holders shall be reinvested at the ex-dividend NAV after deduction of applicable taxes.

5.6 Units Issuance for reinvestment of Dividend

The Management Company may decide to distribute, wholly or in part, the Capital gains 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 and when an amount of not less than ninety percent of distributable income (excluding Realized or un Realized Capital Gains) has already been distributed as cash dividend. 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 issued in the name of the Unit Holders as per the bonus ratio. The Bonus Units would rank *pari passu* as to their rights in the Net Assets, earnings and receipt of dividend and distribution with the existing Units from the date of issue of these Bonus Units. The account statement or Unit Certificate shall be dispatched to the Unit Holder within fifteen 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 after deducting applicable taxes shall be credited in accordance with the normal procedure already detailed above for Redemption of Units.

5.8 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 widely circulated newspaper (Urdu and English language) having circulation 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 Other Charges

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

Units issued to an Account holder through conversion from another scheme run by the Management Company shall be issued at a price based on the Net Asset Value on that date.

6.1.2 Contingent Load

Contingent load shall be charged on redemption prior to initial maturity and shall commensurate with net loss incurred due to Early Redemption, as determined by the Management Company.

6.1.3 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 and applicable laws. 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.

6.1.4 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 on terms to be agreed between the Management Company and the Distribution Company. The Investment Facilitator / Investment Advisor / 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

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

Current level Management Fee is disclosed in **Annexure “B”**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to prior approval of SECP and after giving a thirty (30) 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 contingent load.

6.2.2 Remuneration of the Trustee

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

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

6.3 Formation Costs

All preliminary and floatation expenses of the Fund including expenses incurred in connection with the establishment and authorization of the Fund, including execution and registration of the Constitutive Documents, issue, legal costs, printing, circulation and publication of the Offering Document, and all expenses incurred during and up to the Initial Offering Period subject to a maximum of 1.5 per cent of IPO capital of the Fund or Rupees ten million, whichever is lower, shall be borne by the Investment plans subject to the audit of expenses and amortized over a period of not less than five years or within the maturity of the Investment Plans whichever is lower. This cost shall be reimbursable by a collective investment scheme to an AMC subject to the audit of expenses. The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed. Formation cost will be shared by the Investment Plans according to ratios of their Pre-IPO Investment.

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 register able 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 and financial costs;
- (v) Auditors' Fees and out of pocket expenses.
- (vi) Printing costs and related expenses for issuing Fund’s quarterly, half yearly and annual reports
- (vii) Fund rating fee payable to approved rating agency.

- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed
- (ix) Fee pertaining to the Fund payable to the Commission.
- (x) Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for Management of Fund).
- (xi) Charges and levies of stock exchanges, national clearing and settlement company, Trustee charges.
- (xii) Shariah Advisory Fee
- (xiii) Any other expenses as permissible under the Rules and Regulations from time to time and /or permitted by the Commission.

Total Expense Ratio: Total expense ratio of the fund shall be capped at **2%** or (any other limit as decided by the Commission from time to time). For this purpose, the costs incurred in relation to any government levy on funds such as Worker's Welfare Fund or SECP fee etc. shall be excluded while calculating Total Expense Ratio

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 following rates:

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

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

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

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

7.2 Withholding tax

Under the provision of Clouse 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from term finance certificates, Sukuks, interest on deposits with banks/financial institutions, return from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax unless a valid tax exemption certificate issued to Fund from Tax Authorities.

7.3 **Zakat on Fund**

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

7.4 **Taxation and Zakat on Unit Holders**

7.4.1 **Taxation on Income of the Unit Holder from Investment Plans under the Fund**

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of Unit Holder of Investment Plans under 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.

- a) Unit Holders of Investment Plan(s) under the Fund will be subject to applicable Income Tax on dividend income distributed by Investment Plan(s) as mentioned in Income Tax Ordinance 2001.
- b) Capital gain arising from sale/redemption of Units of Investment Plans under the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.
- c) 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.
- d) Unitholders may be liable to pay tax even though they may not have earned any gain on their investment as return of capital through distribution to investors is also taxable as per Income Tax Ordinance, 2001.

7.4.2 **Zakat**

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

7.5 **Disclaimer**

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

8. **REPORTS TO UNIT HOLDERS**

8.1 **Account Statement**

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

The Management Company/Transfer Agent may 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.

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, directives & circulars issued by the Commission 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 of investment plan(s) as per guideline issued by MUFAP and transmit the same to the Unit Holders and also made available at their web site.

9. **WARNING AND DISCLAIMER**

9.1 **Warning**

- a) If you are in any doubt about the contents of this Offering Document, consultation of the bank manager, Legal advisor, or other financial advisor is advised. 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.
- b) Investment in Investment Plans under this Fund is suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

9.2 **Disclaimer**

The Units of the Investment Plans under 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 Investment Plan(s) is subject to market risks and risks inherent in all such investments.

~~Fixed~~ Promised return and resultantly capital protection is provided on the units that are held till maturity. Either in the form of dividend, bonus or any other form of distribution (gross distribution before deduction of any tax) including proceeds at the time of maturity (before tax).

For the removal of doubt, it is clarified that fixed return is on a gross basis; any tax deduction will be the responsibility of the Unit Holders.

~~Fixed~~ Promised return and resultant capital protection is only provided based on the conditions mentioned in the Offering Document and Rules and Regulations. Moreover, the Management Company shall endeavor to, however does not guarantee, and ensure that the initial investment is protected at maturity. Any event beyond the control of the Management Company will result in situations where fixed return cannot be provided. In such cases involving Force Majeure Management Company, its Management, Board of Directors or the Trustee will not be responsible.

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 Transaction and Activity Acknowledgment

Management company are committed to ensuring transparency and accountability in all transactions and activities related to investor investments with us. In accordance with regulatory requirements, Management company provide time-stamped acknowledgments for each transaction and activity within unitholder investor account.

Methods of Acknowledgment:

1. **Postal Acknowledgment:** Management company send a time-stamped acknowledgment for every transaction and activity to the registered postal address of each unit or certificate holder within 48 hours.

2. **Electronic Acknowledgment:** Upon providing us with consent, management company also offer acknowledgment through electronic means, including registered email and SMS, within the same timeframe.

Consent for Electronic Acknowledgment:

In line with regulatory guidelines, electronic acknowledgments may be sent in lieu of physical statements only after obtaining investor written consent for electronic communication.

10.3 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 address given below, however such documents shall also be available on the web site of the Management Company:

ABL Asset Management Company Limited

Address: Plot #14- Main Boulevard, DHA Phase-6, Lahore, Pakistan

10.4 **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.

10.5 **Extinguishment/Revocation/Liquidation of the Fund/Investment Plan(s)**

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) the Investment Plan may be liquidated upon reaching its maturity date as specified in the Offering Documents; .
- (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 revoked;
- (iii) 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;
- (iv) 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;
- (v) 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.
- (vi) On occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Fund to be revoked; and
- (vii) Where the Commission deems it necessary to revoke the Fund so directs either Trustee or the Management Company in the interest of Unit Holders.

However, the simultaneous liquidation / maturity of all the Investment Plans does not constitute the liquidation of Trust.

10.6 **Liquidation of Investment Plan(s)**

10.6.1 The Trustee on the recommendation of the Management Company shall from time to time distribute to the Unit Holders pro rata to the number of Units of the Investment Plan held by them respectively all net cash proceeds derived from the realization of the Trust Property under the respective Investment Plan after repayment of the following expenses:

- a) Repayment of any / financing affected by the Trust of that particular Investment Plan together with any profit remaining unpaid.
- b) Retention of such sums as considered appropriate by the Management Company for all costs, charges, expenses, claims and demands (if any) as approved by SECP

10.6.2 The Trustee shall however not be liable if the sale proceeds of the Investments fall short of the adjustments in 10.5.1(a) and 10.5.1 (b) above. However, if there is any surplus out of the sum so retained by the Trustee, the same shall be distributed pro-rata amongst the Unit Holders of the pertinent Investment Plan(s).

However, the simultaneous liquidation of all the Investment Plans does not constitute the liquidation of Trust.

10.7 **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.

10.8 **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 Management Company.

“Accounting Period” means a period ending on and including an accounting date and commencing (in case of the first such period) on the date immediately after the close of IPO and (in any other case) from the next day of the preceding accounting period.

“Act” means Companies Act, 2017

“Investment Plan(s)” mean(s) approved Investment Plan(s) offered under the Scheme. Each Investment Plan shall invest only in permissible asset classes and/or other instruments/ authorized investment as approved by the Commission. Details of the Investment Plan(s) are disclosed in this Offering Document of the Scheme.

“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** 2.2.8 of this Offering Document

“Bank” means institution(s) providing banking services under the Banking Companies Act, 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 Fund and / or the Investment Plan(s) by the Trustee at Banks, the beneficial ownerships in which shall vest in the Unit Holder(s).

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

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

“Capital Preservation” means that the investment strategy of the Plan is such that the Net Realizable Value of investment should not fall below the Initial Investment Value, subject to the Offering Document, and if the Units are held till maturity of the plan.

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

“CIS” / “Collective Investment Scheme(s)” means Open-ended Scheme(s) managed by the Management Company and / or by other Asset Management Companies (both local and international).

“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 on redemption and at the time of transaction. Any Contingent Load received will form part of the Trust Property. The contingent load will commensurate with net loss incurred due to early redemption.

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

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

“Distribution Function” means the functions with regard to:

- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- b. issuing receipts in respect of (a) above;
- c. interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;

d. accounting to the Management Company for all:

- (i) payment instruments received from the applicants for issuance of Units;
- (ii) payments instruments to the Holders on redemption of Units; and
- (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.

“**Fund**” means “**ABL Islamic Fixed Term Fund**”, or “**ABL- IFTF**”, or “**Scheme**”, or “**Trust**”, or “**Unit Trust**”.

“**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.

“**Initial Maturity**” means the date on which the investment plan(s) shall be matured.

“**Initial Period**” or “**Initial Offering Period**” means a period determined by the Management Company during which Units will be offered as mentioned in Clause 1.8 of this Offering Document.

“**Initial Price**” or “**Initial Offer**” means the price per Unit during the Initial Period determined by the Management Company.

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

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

“**Life of Plan**” means duration of the Plan. It starts from the day following the close of the Initial Period.

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

“**Net Assets of the Investment Plan**”, means, the excess of assets over liabilities of the pertinent Investment Plan being offered under the Fund, such excess being calculated in accordance with the Regulations.

“**Net Assets of the Scheme**”, means, the excess of assets over liabilities of all Investment Plans combined together, such excess being calculated in accordance with the Regulations.

“**Net Asset Value**” or “**NAV**” of the Investment Plan means per Unit value of the pertinent Investment Plan(s) being offered under the Fund arrived at by dividing the Net Assets of the Investment Plan(s) by the number of Units outstanding for such Investment Plan(s).

“**Net Realizable Value**” means the proceeds paid to the Unit Holders at completion of the life of investment plan(s).

“Offer Price or Purchase (Public offer) Price” means the sum to be paid by the investor for purchase of one Unit of an Investment Plan, 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.

“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 Investment Plan under the Fund.

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

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

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

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

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

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

“Register Function” means the functions with regard to:

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

Issuing account statements to the Holders;

Issuing Certificate, including Certificates in lieu of undistributed income to Holders;

Cancelling old Certificates on redemption or replacement thereof;

Processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Holders;

Issuing and dispatching of Certificates;

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;

Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;

Maintaining record of lien/pledge/charge; and

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.

“**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.

“**Stock Exchange**” means a Stock Exchange registered under the Securities Act 2015.

“**Subscription Period**” means the period in which units are offered for purchase of the respective Investment Plan, at Par Value, as defined in the Offering Document.

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

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

“**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.

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

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

“**Term-Based Investment Plan(s)**” means the Investment Plan(s) that follow an investment strategy designed to achieve its objective over a certain pre-defined time-period. Such plans are open for subscription for a limited time period only. Investors should stay invested in such plans till their maturity in order to benefit from their strategy / features. Redemption/ conversion before maturity is discouraged through contingent load.

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

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

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

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

“Trust Property under Investment Plan” means the aggregate proceeds of all units of the pertinent Investment Plan issued from time to time after deducting Duties and Charges, and includes Investment and all other income, profit and other benefits arising wherefrom 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) of the pertinent Investment Plan, pursuant to this Deed, but does not include any amount available for distribution in the Distribution Account. However, contingent load, and any profit on the Distribution Account of the Investment Plans shall also form part of the Fund Property of the Investment Plan(s).

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

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

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

“Zakat” has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

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 Offering Document.

ANNEXURE ‘A’

REMUNERATION OF TRUSTEE AND ITS AGENT

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

Trustee Tariff
0.055% p.a. of Net Assets

ANNEXURE 'B'

Current Fee Structure:

Management Fee: Up to 2%

Contingent Load

Contingent Load will form part of the Trust Property, provided that contingent load shall commensurate with net loss incurred due to early redemption.

Cut-Off Timings:

Current Cut-Off Timing & Business Hours for dealing in Units:

Every Dealing Day – **9:00 am to 4:00 pm**

Note:

1. Any change in the load structure and/or management fee shall be notified after prior approval of the Trustee and Commission through an addendum to this annexure and by publication in a widely circulated newspaper and/or as and how the SECP may direct.
2. Any change in the Cut-off Timing including for the month of Ramadan or at any other time, it shall be notified to Investors/ Unit holders via Company's Website.

ANNEXURE "C"
AUTHORIZED TRANSACTION LOCATIONS & LIST OF DISTRIBUTORS

Designated Distribution Outlets

Management Company of the Fund is ABL Asset Management Company Limited and other information of the Fund can be collected from the address of the Management Company available on www.ablfunds.com or from the branches of the Distribution Company.

ABL Asset Management Company Limited

14 Main Boulevard DHA Phase VI, Lahore

ANNEXURE "D"

FORMS

All Forms are available on Management Company website www.ablfunds.com
