

Risk Disclaimer: All Investments in mutual Fund are subject to market risks. The NAV of Units may go down or up based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in clause 2, Risk Factors mentioned in clause 2.7, Taxation Policies mentioned in Clause 7 and Warnings in Clause 9 before making any investment decision.

Offering Document
Of
Lucky Islamic Stock Fund (LISF)
(An Open Ended Shariah Compliant Equity Scheme)
A Shariah Compliant (Wakalatul Istithmar Based Fund)

Duly Vetted By Shariah Advisor

Mufti Muhammad Hassaan Kaleem
(Reg # SECP/IFD/SA/002)

Category of Fund	Risk Profile	Risk of Principal Erosion
Equity Scheme	High	Principal at High Risk

MANAGED BY

Lucky Investments Limited
(Formerly Interloop Asset Management Limited)

**Key Fact Statement of
Lucky Islamic Stock Fund
Type: Open Ended
Category: Shariah Compliant Equity Scheme
Managed by: Lucky Investments Limited
Risk Profile: High (Principal at High risk)
Issuance Date: _____ 2025**

1. DISCLAIMER

Before you invest, you are encouraged to review the detailed features of the Fund in the Offering Document and/ or in the monthly Fund Manager Report.

2. KEY ATTRIBUTES

Investment Objective	The objective of the Fund is to provide long term capital growth through an actively managed portfolio of Shariah Compliant listed equity securities with prudent and professional management.																			
Authorized Investment Avenues	<table><tr><th>Description</th><th>Exposure Limit (% of Net Assets)</th></tr><tr><td>Shariah Compliant Listed Equity Securities</td><td>70%-100% during the year based on quarterly average investment calculated on daily basis</td></tr><tr><td>Cash and/ or near cash instruments which include cash in bank accounts (excluding Islamic TDRs) and Shariah compliant Government of Pakistan Ijarah Sukuks not exceeding ninety (90) days remaining maturity(The rating of banks shall be A- or above)</td><td>0%-30%The above exposure limit is based on quarterly average investment calculated on daily basis.</td></tr><tr><td>Shariah Compliant Equity Securities not listed on the Stock Exchange, where application for listing has been accepted by the Stock Exchange.</td><td>0%-15%</td></tr><tr><td>Investment outside Pakistan, including international Shariah Compliant listed securities and foreign currency bank deposits (excluding Islamic TDRs), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP</td><td>0-30% of Net Assets or subject to cap of USD 15 million whichever is lower.</td></tr><tr><td>Any other Shariah compliant security and/or instruments that may be allowed by the SECP, the Regulations or any other regulatory authority from time to time.</td><td>0%-30%</td></tr><tr><td>Investment in Units of Unlisted and or Privately placed Shariah Compliant REIT Scheme subject to conditions as laid down by SECP</td><td>0%-5%</td></tr><tr><td>Investment in Units of Shariah Compliant Exchange Traded Funds</td><td>0%-10%</td></tr><tr><td>Deposits with Islamic Microfinance Banks, (The rating shall be A- or above)</td><td>0-25%</td></tr></table>		Description	Exposure Limit (% of Net Assets)	Shariah Compliant Listed Equity Securities	70%-100% during the year based on quarterly average investment calculated on daily basis	Cash and/ or near cash instruments which include cash in bank accounts (excluding Islamic TDRs) and Shariah compliant Government of Pakistan Ijarah Sukuks not exceeding ninety (90) days remaining maturity(The rating of banks shall be A- or above)	0%-30%The above exposure limit is based on quarterly average investment calculated on daily basis.	Shariah Compliant Equity Securities not listed on the Stock Exchange, where application for listing has been accepted by the Stock Exchange.	0%-15%	Investment outside Pakistan, including international Shariah Compliant listed securities and foreign currency bank deposits (excluding Islamic TDRs), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP	0-30% of Net Assets or subject to cap of USD 15 million whichever is lower.	Any other Shariah compliant security and/or instruments that may be allowed by the SECP, the Regulations or any other regulatory authority from time to time.	0%-30%	Investment in Units of Unlisted and or Privately placed Shariah Compliant REIT Scheme subject to conditions as laid down by SECP	0%-5%	Investment in Units of Shariah Compliant Exchange Traded Funds	0%-10%	Deposits with Islamic Microfinance Banks, (The rating shall be A- or above)	0-25%
Description	Exposure Limit (% of Net Assets)																			
Shariah Compliant Listed Equity Securities	70%-100% during the year based on quarterly average investment calculated on daily basis																			
Cash and/ or near cash instruments which include cash in bank accounts (excluding Islamic TDRs) and Shariah compliant Government of Pakistan Ijarah Sukuks not exceeding ninety (90) days remaining maturity(The rating of banks shall be A- or above)	0%-30%The above exposure limit is based on quarterly average investment calculated on daily basis.																			
Shariah Compliant Equity Securities not listed on the Stock Exchange, where application for listing has been accepted by the Stock Exchange.	0%-15%																			
Investment outside Pakistan, including international Shariah Compliant listed securities and foreign currency bank deposits (excluding Islamic TDRs), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP	0-30% of Net Assets or subject to cap of USD 15 million whichever is lower.																			
Any other Shariah compliant security and/or instruments that may be allowed by the SECP, the Regulations or any other regulatory authority from time to time.	0%-30%																			
Investment in Units of Unlisted and or Privately placed Shariah Compliant REIT Scheme subject to conditions as laid down by SECP	0%-5%																			
Investment in Units of Shariah Compliant Exchange Traded Funds	0%-10%																			
Deposits with Islamic Microfinance Banks, (The rating shall be A- or above)	0-25%																			
Launch Date	_____, 2025																			
Minimum Investment Amount	Rs. 5,000/- and subsequently Rs. 1000/-,																			
Duration	Perpetual																			
Performance Benchmark	KMI- 30 Index																			
IPO/ Subscription Period	_____, 2025																			
Subscription / Redemption Days/ Timings	<table><tr><th>Transactions</th><th>Cut off Time</th></tr><tr><td>Application for issuance of units, redemption of units, conversion of units and transfer of units</td><td>Monday to Friday 9:00 am to 3:00 pm</td></tr></table>	Transactions	Cut off Time	Application for issuance of units, redemption of units, conversion of units and transfer of units	Monday to Friday 9:00 am to 3:00 pm															
Transactions	Cut off Time																			
Application for issuance of units, redemption of units, conversion of units and transfer of units	Monday to Friday 9:00 am to 3:00 pm																			
Type of Units	Growth Units																			

Management Fee (% per annum)	Management Company (Waqeel) shall be entitled to an accrued remuneration equal to an amount up to 4.00% of Average Annual Net Assets, within allowed expense ratio limit.
------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. BRIEF INFORMATION ON THE PRODUCT CHARGES

1. Front End Load (FEL)	Distribution Channel	Percentage
	Direct Investment through AMC	Up to 3%
	Digital Platform of AMC/Third Party	Up to 1.5%
2. Back End Load (BEL)	NIL	

Total Expense Ratio (TER)

Investors are advised to consult the Fund Manager Report (FMR) of the respective CIS /Investment Plan for the latest information pertaining to the updated TER.

Applicable Taxes

Disclaimer- Income earned in the form of dividend or capital gain shall be charged at a rate as specified in Income Tax Ordinance 2001.

4. KEY STAKE HOLDERS

a) Asset Management Company:

Lucky Investments Limited
Ground Floor, Finance and Trade Center (FTC), main Shahrah e Faisal, Karachi.
UAN:+92 111-582-591

b) Trustee:

Central Depository Company of Pakistan Limited
CDC House, 99-B, Block B, SMCHS, Main Shahra-e-Faisal, Karachi.
UAN: +92 111-111-500

c) Shariah Advisor:

Mufti Muhammad Hassaan Kaleem
House No.1H 699, Falcon Housing Scheme, New Malir, Karachi.

Contents

Offering Document.....	6
1 CONSTITUTION OF THE SCHEME	7
1.1 Constitution	7
1.2 Trust Deed (the “Deed”).....	8
1.3 Modification of Trust Deed.....	8
1.4 Duration	8
1.5 Trust property	8
1.6 Initial Offer and Initial Period	8
1.7 Transaction in Units after Initial Offering Period	9
1.8 Offering Document	9
1.9 Modification of Offering Document	9
1.10 Responsibility of the Management Company (Waqeel) for information given in this Document	9
2. INVESTMENT OBJECTIVES, INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER	9
2.1 Investment Objective	9
2.2 Investment Policy	9
2.3 Authorized Investments	10
2.4 Investment Restrictions	11
2.5 Exemption to Investment Restrictions	13
2.6 Shariah Compliant Financing Arrangements	13
2.8 Risk Disclosure.....	15
2.9 Disclaimer	16
3 OPERATORS AND PRINCIPALS	16
3.1 Management Company (Waqeel).....	16
3.2 Role and Responsibilities of the Management Company (Waqeel)	20
3.3 Maintenance of Unit Holder (Muwakkil)s Register	23
3.4 Role of the Trustee.....	24
3.5 Shariah Governance/Shariah Advisory Services.....	25
3.6 Transfer Agent.....	27
3.7 Custodian	28
3.8 Distributors/Facilitators.....	28
3.9 Auditors	28
3.10 Legal Advisors.....	29
3.11 Bankers	29
3.12 Rating of the Scheme.....	30
3.13 Minimum Fund Size.....	30
4 CHARACTERISTICS OF UNITS.....	30
4.1 Units	30
4.2 Type of units.....	31
4.4 Administrative Arrangement	31
4.5 Purchase and Redemption of Units	31
4.6 Procedure for Purchase of Units	31
4.7 Procedure for Redemption of Units	36
4.8 Purchase (Offer) and Redemption (Repurchase) of Units outside Pakistan.....	38
4.9 Determination of Redemption (Repurchase) Price	38
4.10 Procedure for Requesting Change in Unit Holder (Muwakkil) Particulars.....	39
4.11 Procedure for Pledge / Lien / Charge of Units	41
4.12 Temporary Change in Method of Dealing, Suspension of Dealing and Queue System.....	42
5 DISTRIBUTION POLICY	43
5.1 Declaration of Dividend.....	43
5.2 Determination of Distributable Income	43
5.3 Payment of Dividend	44
5.4 Dispatch of Dividend Warrants/Advice	44
5.5 Reinvestment of Dividend	44

5.6	Bonus Units	44
5.7	Encashment of Bonus Units	44
5.8	Closure of Register	44
6	FEE AND CHARGES.....	45
6.1	Fees and Charges Payable by an Investor.....	45
6.2	Fees and Charges Payable by the Fund.....	46
6.3	Formation Costs.....	47
6.4	Other costs and expenses	47
7	TAXATION.....	47
7.1	Taxation on the Income of the Fund	47
7.2	Withholding tax	48
7.3	Zakat on Fund.....	48
7.4	Taxation and Zakat on Unit Holder (Muwakkil)s	48
7.5	Disclaimer	49
8	REPORTS TO UNIT HOLDER (MUWAKKIL)S.....	49
8.1	Account Statement.....	49
8.2	Financial Reporting	50
8.3	Trustee Report	50
8.4	Fund Manager Report.....	50
9	WARNING AND DISCLAIMER.....	50
9.1	Warning	50
9.2	Disclaimer	50
10	GENERAL INFORMATION	51
10.1	Accounting Period / Financial Year of the Fund.....	51
10.2	Inspection of Constitutive Documents	51
10.3	Transfer of Management Rights of the Fund	51
10.4	Extinguishment/Revocation of the Fund.....	51
10.5	Procedure and manner of Revocation of the Fund.....	52
10.6	Distribution of proceeds on Revocation.....	52
11	GLOSSARY	52

**OFFERING DOCUMENT OF
LUCKY ISLAMIC STOCK FUND (LISF)
(An Open-End Shariah Compliant Equity Scheme
Wakalatul Istithmar based Fund)**

**MANAGED BY
Lucky Investments Limited
(Formerly Interloop Asset Management Limited)**

**An Asset Management Company (Waqeel) Registered under the Non-Banking Finance
Companies [Establishment and Regulation] Rules, 2003
Date of Publication of Offering Document Dated April 18, 2025**

Initial Offering Period from: _____ Upto _____ (both days inclusive)

The Lucky Islamic Stock Fund (the Fund/the Scheme/the Trust/the Unit Trust/LISF) has been established through a Trust Deed (the Deed), dated April 10, 2025 entered into and between Lucky Investments Limited (formerly Interloop Asset Management Limited) , the Management Company (Waqeel), and Central Depository Company of Pakistan Limited, the Trustee under Sindh 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 Lucky Islamic Stock Fund (LISF) and registered, as a notified entity under the Companies Ordinance, 1984 read with Non-Banking Finance Companies, and Notified Entities Regulations 2008 (“Regulations”) vide letter no. SCD/AMCW/LIIF/2025/262 dated April 11, 2025. SECP has approved this Offering Document, under Regulation 54 of the NBFC & NE Regulations 2008 vide letter no. **SCD/AMCW/LISF/2025/268 dated April 17, 2025.**

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 **Lucky Islamic Stock Fund** (the “Fund”, the “Scheme”). It sets forth information about the Fund that a prospective investor should know before investing in any class of Unit of the Fund. The provisions of the Trust Deed, the Rules, the Regulations (*and the Shariah guidelines*), circulars, directives issued by the SECP 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 read carefully 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 consists of investments, listed as well as unlisted, that are subject to market fluctuations and risks inherent in all such investments. Neither the value of the Units in the Fund nor the dividend declared by the Fund is, or can be, assured. Investors are requested to read the Risk Disclosure, Warnings and Disclaimer statement contained in Clause 2.7 and Clause 9 respectively in this Offering Document.

Filing of the Offering Document

The Management Company (Waqeel) 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 (Waqeel) or the place of business of the Trustee:

- (1) License No. AMCW/33/ILAML/AMS/03/2022 dated April 18, 2022 granted by SECP to Lucky Investments Limited (LIL)(formerly Interloop Asset Management Limited) to carry out Asset Management Services and Investment Advisor;
- (2) LIL has appointed the Central Depository Company of Pakistan Limited, with the consent, as the Trustee of the Fund;
- (3) Trust Deed (the Deed) of the Fund;
- (4) Letter No. ASR 4298 dated February 24, 2025 from Messrs. **A.F Ferguson, Chartered Accountants & Co** Auditor of the Fund, consenting to the issue of statements and reports;
- (5) SECP's Letter No. SCD/AMCW/LIIF/2025/262 dated April 11, 2025, registering the Fund in terms of Section 282CA of the Companies Ordinance, 1984 read with Regulation 44 of the NBFC and Notified Entities Regulations 2008;
- (6) Assistant Director of Industries and Commerce Directorate of the Department has issued a certificate of registration bearing reference No. KAR/ST/10/2025 dated April 10, 2025 upon registration of the Trust under Sindh Trust Act 2020.
- (7) Shariah Advisor Mufti Muhammad Hassaan Kaleem, consenting to act as Shariah advisor of Lucky Islamic Stock Fund; and
- (8) Letter No. LIL/---/20/110 dated --- ---, 2023 from Mandviwalla & Zafar - Advocates, Legal Advisers, consenting to act as adviser of the LISF;
- (9) Shariah Compliance Certificate from IFD.
- (10) SECP's letter no. _____ approving this Offering Document.

1. CONSTITUTION OF THE SCHEME

1.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Karachi on **April 10, 2025** between:

- **Lucky Investments Limited** (formerly Interloop Asset Management Limited), a Non-Banking Finance Company incorporated under the Companies Act 2017 (the "Act"), and licensed by SECP to undertake asset management services having its registered office at Ground Floor, Finance & Trade Centre, Karachi, Pakistan (hereinafter called the "**Management Company (Waqeel)**") which expression where the context so permits shall include its successors in interest and assigns) of the one part; and

- **Central Depository Company of Pakistan Limited**, a public limited company incorporated in Pakistan under the Companies Act, 2017, and registered by SECP under Non-Banking Finance Companies and Notified Entities Regulations, 2008, to act as a Trustee of the Collective- Investment Scheme having its registered office at CDC House, 99-B, Block B, SMCHS, Main Shahr-e-Faisal, Karachi (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, Companies Act 2017 and all other applicable laws and regulations including Shariah Advisor guidelines. The terms and conditions in the Deed and any supplemental deed(s) shall be binding on each Unit Holder (Muwakkil). 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.

Furthermore, all Investments of the Fund Property shall be in accordance with the Islamic Shariah as advised by the 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 (Waqeel), 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 (Waqeel) shall duly notify to the Unit Holder (Muwakkil)s and publish the altered Trust Deed on their official website.

1.4 Duration

The duration of the Fund is perpetual. However, SECP or the Management Company (Waqeel) may wind it up or revoke, on the occurrence of certain events as specified in the Regulations. or clause 10.4 of this document.

1.5 Trust property

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

1.6 Initial Offer and Initial Period

The Pre-IOP subscription in the fund shall only be initiated once a definite date for Initial Offering

Period (IOP) is announced and the amounts/investments received during the Pre-IOP period shall remain locked-in till the date of IOP of the fund subject to a specific disclosure to Pre-IOP investors regarding the lock-in period.

Initial Offer is made during the Initial Period which will be _____ and begins at the start of the banking hours on _____ and shall end at the close of the banking hours on _____. During the Initial Offering Period, the Units shall be issued at the Initial Price of Rs. 100 per Unit and subsequently at the offer price calculated and announced by the Management Company (Waqeel) for every Dealing Day..

1.7 Transaction in Units after Initial Offering Period

Subsequently, the Public Offering will be made at the Offer Price and redeemed at the Redemption Price. The Management Company (Waqeel) will fix the Offer (Purchase) and Redemption (Repurchase) Prices for every Dealing Day on the basis of the Net Asset Value (NAV). The NAV based price shall be fixed after adjusting for the Sales Load as the case may be and any Transaction Costs that may be applicable. The Purchase and Redemption of Units of Fund may be suspended or deferred by the Management Company (Waqeel) under certain circumstances as detailed in Clauses 4.12 and 10.4

1.8 Offering Document

The provisions of the Trust Deed, the Rules, the Regulations, circulars and the Directive issued by the Commission and instructions of the Shariah Advisor govern this Offering Document. It sets forth information about the Fund that a prospective investor should know before investing in any Unit. Prospective investors in their own interest are advised to read carefully this Offering Document to understand the Investment Policy, Risk Factors and Warning and Disclaimer and should 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. 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 Holder (Muwakkil)s 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 (Waqeel).

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

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

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

2.1 Investment Objective

The Objective of the Fund is to provide long term capital growth through an actively managed portfolio of Shariah Compliant listed equity securities with prudent and professional management.

2.2 Investment Policy

Lucky Islamic Stock Fund (LISF) is an Open-ended Shariah Compliant Equity Scheme which primarily invests in Shariah Compliant Authorized Investments. The Fund shall be subject to such exposure limits as are specified in the Rules, the Regulations and directives issued by SECP from time to time.

2.3 Authorized Investments

Lucky Islamic Stock Fund (LISF), in light of its investment objective and investment policy, shall exclusively invest in Shariah Compliant investments transacted, traded or listed in Pakistan. The Authorized Investments shall be as follows:

Description	Exposure Limit (% of Net Assets)
Shariah Compliant Listed Equity Securities	70%-100% during the year based on quarterly average investment calculated on daily basis
Cash and/ or near cash instruments which include cash in bank accounts (excluding Islamic TDRs) and Shariah compliant Government of Pakistan Ijarah Sukuks not exceeding ninety (90) days remaining maturity (The rating of banks shall be A- or above)	0%-30% The above exposure limit is based on quarterly average investment calculated on daily basis.
Shariah Compliant Equity Securities not listed on the Stock Exchange, where application for listing has been accepted by the Stock Exchange.	0%-15%
Investment outside Pakistan, including international Shariah Compliant listed securities and foreign currency bank deposits (excluding Islamic TDRs), subject to such conditions as imposed by SECP and with prior approval of SECP and SBP	0-30% of Net Assets or subject to cap of USD 15 million whichever is lower.
Any other Shariah compliant security and/or instruments that may be allowed by the SECP, the Regulations or any other regulatory authority from time to time.	0%-30%
Investment in Units of Unlisted and or Privately placed Shariah Compliant REIT Scheme subject to conditions as laid down by SECP	0%-5%
Investment in Units of Shariah Compliant Exchange Traded Funds	0%-10%
Deposits with Islamic Microfinance Banks, (The rating shall be A- or above)	0-25%

Note:

- I. Investments shall be made as per the authorized investment limits given above any other structure as approved by the Shariah Advisor from time to time.

2.3.1 Benchmark

KMI- 30 Index

2.3.2 Risk Control in the Investment Process

The Management Company (Waqeel) shall ensure that effective risk control measures are in place for the protection of the Unit Holder (Muwakkil)s' interests.

The objective of the risk control process is endeavor to monitor and manage the various types of risks, including market risks, credit risks and operational risks, with a view to achieving the investment objective of the Scheme.

Exposure to the Authorized Investments shall be determined based on the fund manager's outlook on the economy, the Capital / Money market and any other factor considered important by the Management Company (Waqeel) towards effective discharge of its duties under the Regulations, the Deed and this Offering Document.

2.3.3 Management Company (Waqeel) Can Alter Investment Mix

The Management Company (Waqeel) can from time to time alter the weightings, subject to the specified limits as per Clause 2.3 above, between the various types of Authorized 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.

2.3.4 Changes in Investment Policy

The investment policy will be governed by the Regulations and/or SECP directives. Any Fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving 30 (thirty days) prior notice to the Unit Holder (Muwakkil)s as specified in the Regulations.

2.3.5 Investments outside Pakistan

The Trustee shall, if requested by the Management Company (Waqeel), open Bank Accounts titled **"CDC- Trustee Lucky Islamic Stock Fund"** in foreign countries where investments are made on account of the Fund, if such investments necessitate opening and operation of Bank Accounts by the Trustee. For this purpose, the Trustee shall be deemed to be authorized to sign and submit the prescribed account opening forms of such Banks. The opening, operation and maintenance of such Bank Accounts in foreign countries shall always be subject to the approval of the SBP and SECP and the exchange control regulations, as well as any directives of the SBP and the Commission. Any such proposal by the Management Company (Waqeel) shall be submitted to the Commission and SBP with the prior consent of the Trustee. While opening and operating any type of account and/or making investments in outside Pakistan countries on the instructions of the Management Company (Waqeel), if the Trustee is required to provide any indemnities to outside Pakistan parties then Trustee and the Fund would be counter indemnified by the Management Company (Waqeel) to such extent.

2.3.6 Disposal of Haram Income

Where any Haram income accrues to the Fund, it will be donated to a registered/approved charitable institution in order to purify the Fund's income and the charity amount shall be verified and approved by the Shari'ah advisor. This will be done in accordance with the guidelines issued by the Shariah Advisor from time to time. Such income shall be paid to a charitable/welfare organization which is neither related to, nor a Connected Person of the Shariah Advisors, Management Company (Waqeel), Trustee, board of the Management Company (Waqeel) or any of their employees.

2.4 Investment Restrictions

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

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

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

Transactions relating to money market do not fall under this clause.

- (c) The Management Company (Waqeel) 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;
 - f. Participate in a joint account with others in any transaction;
 - g. Affect a short sale in a security whether listed or unlisted;
 - h. Take exposure in any other Collective Investment Scheme;
 - i. Purchase any security in a forward contract
- iii. 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 Regulations;
- iv. Make any investment which will vest with the Management Company (Waqeel) or its group the management or control of the affairs of the investee company;
- v. Invest in securities of the Management Company (Waqeel);
- vi. Issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission and the Shariah Advisor;
- vii. Apply for de-listing from stock exchange, unless it has obtained prior written approval of the Commission;
- viii. Sell or issue Units for consideration other than cash unless permitted by the Commission based on structure and investment policy of the Scheme.
- ix. 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.
- x. Invest the subscription money until the closure of initial offering period.
- xi. Enter on behalf of the Scheme, into underwriting or sub under writing contracts.
- xii. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company (Waqeel).

xiii. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.

xiv. Accept deposits

xv. Make a loan or advance money to any person from the assets of the Scheme

- (a) The investment in Shariah Compliant equity securities of a company shall not, at any time, exceed an amount equal to fifteen per cent (15%) of total Net Assets of the Scheme or fifteen per cent (15%) of the issued capital of that company, whichever is lower.
- (b) The Management Company (Waqeel) shall not invest more than thirty five per cent (35%) of the total Net Assets of the Scheme in securities of any one sector as per classification of the stock exchange or index weight subject to maximum of Forty percent.
- (c) Where the Exposure of the Scheme exceeds the limits specified in (a) and (b) above exceeds the allowed limit because of corporate actions including taking up rights or bonus issue or due to market price increase or decrease in Net Assets due to redemption, the excess Exposure shall be regularized within four (4) months of the breach of limit.
- (d) The Management Company (Waqeel), on behalf of the Scheme, shall not take Exposure of more than thirty-five per cent (35%) of the total Net Assets of the Scheme in any single group. For this purpose, “group” means persons having at least 30% or more shareholding in any other company, as per publicly disclosed information.
- (e) The Management Company (Waqeel), on behalf of the Scheme, shall not take Exposure of more than ten per cent (10%) of the total Net Assets of the Scheme in listed group companies of the Management Company (Waqeel) and such Exposure shall only be made through the secondary market.
- (f) In case of redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company (Waqeel) shall not make any fresh investment or rollover of any investment.
- (g) The Management Company (Waqeel) shall not charge management fee on such percentage of Net Assets of the Scheme which are invested in the Units of ETFs managed by the Management Company (Waqeel).

2.5 Exemption to Investment Restrictions

In order to protect the right of the Unit Holder (Muwakkil)s, the Management Company (Waqeel) may take an Exposure in any unauthorized investment due to recovery of any default proceeding of any counter party of any Authorized Investment with the approval of the Commission and Shariah Advisor.

2.6 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 (Waqeel) may arrange Shariah compliant financing for the scheme, with the approval of the Trustee, from Islamic 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 (Waqeel) or the Trustee shall not be under any obligation to reduce such financing.

- (b) The charges payable to any Islamic Bank or Islamic Financial institution or an Islamic window of a commercial bank against financing on account of the Fund as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.
- (c) The charges payable to any Bank or institution against financing on account of the Scheme as permissible above shall be allocated to the Fund for which the financing has been made.
- (d) Neither the Trustee, nor the Management Company (Waqeel) shall be required to issue any guarantee or provide security over their own assets for securing such financings from Islamic banks and Islamic financial institutions. The Trustee or the Management Company (Waqeel) shall not be liable in any manner in their personal capacities for repayment of such financings.
- (e) For the purposes of securing any such financing the Trustee may upon instruction of the Management Company (Waqeel) mortgage, charge or pledge in any manner all or any part of the Fund Property of the Fund or the Scheme as the case may be 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.
- (f) Neither the Trustee nor the Management Company (Waqeel) shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder (Muwakkil)(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. Any liability or loss incurred due to negligence of AMC or the Trustee shall be borne by them.

2.7 Restriction of Transactions with Connected Persons

- (a) The Asset Management Company (Waqeel) in relation to the Fund shall not invest in any security of a company if any director or officer of the Management Company (Waqeel) owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company (Waqeel) own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.
- (b) The Management Company (Waqeel) 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 (Waqeel).
- (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.

2.8 Risk Disclosure

The Management Company (Waqeel) shall ensure that effective risk control measures are in place for the protection of the Unit Holder (Muwakkil)s.

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

- (1) **Equity Risk** - Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.
- (2) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.
- (3) **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 principal or income.
- (4) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.
- (5) **Liquidity Risk** – Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.
- (6) **Settlement Risk** – At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments, which may affect the Fund's performance etc.
- (7) **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.
- (8) **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.
- (9) **Distribution 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 (Muwakkil). Unit Holder (Muwakkil)s 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.
- (10) **Investor Concentration Risk**- The risk that the performance and liquidity of the Portfolio is adversely impacted due to few large investors investing-in or redeeming from the fund over a short period of time. Factors contributing to such an adverse impact may include, but not limited to, deviation in Portfolio allocation, price impact of portfolio rebalancing, higher allocation in illiquid scripts etc.

- (11) **Scheme Specific Risk** – The Scheme is subject to the following risks: (i) The performance of the Fund may be affected by changes in risk associated with trading volumes, liquidity and settlement systems in equity and debt markets. (ii) The Fund, based on fund manager's outlook, may allocate the entire portfolio to underlying investments in equity Component under the Authorized Investments mentioned in this Offer Document and Units of the Fund may remain invested in such underlying investments for certain period of time without any participation in the equity component of the Investment Segment.
- (12) **Shariah non-compliance Risk** - The risk associated with employing funds in investments that are not consistent with the Maqasid e Shariah.

Disclosure:

There may be times when a portion of the investment portfolio of the Scheme is not compliant with either 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, 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 (Waqeel) and can be obtained by calling / writing to the Management Company (Waqeel).

2.9 Disclaimer

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

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

3 OPERATORS AND PRINCIPALS

3.1 Management Company (Waqeel)

Lucky Investments Limited is the Management Company (Waqeel) of **Lucky Islamic Stock Fund (LISF)**, having its registered office as mentioned below:

Lucky Investments Limited
(Formerly Interloop Asset Management Limited)
Ground Floor, Finance & Trade
Centre (FTC), Karachi, Pakistan

3.1.1 Organization

Lucky Investments Limited (Formerly Interloop Asset Management Limited) was incorporated on December 21, 2021, under the Companies Act, 2017 and is registered with the Securities and Exchange Commission of Pakistan (SECP). It is regulated under the Non-Banking Finance Companies (Establishment and Regulation) Rules 2003 and the Non-Banking Finance Companies and Notified Entities Regulations, 2008. Lucky Investments Limited is a subsidiary of YB Pakistan,

marking the beginning of a full-fledged Islamic Asset Management Company (Waqeel) by a renowned business conglomerate in Pakistan. The move signals YB Group's strategic entry into the Islamic capital markets, aligning with the growing demand for Shariah compliant investment solutions.

LIL's corporate culture is defined by Islamic Core Values, which are the cornerstone and guide to our daily business decisions. LIL will uphold its fiduciary responsibility to all Stakeholders and Clients at all times.

3.1.2 Principal Shareholders

The following is the current shareholding structure of the company:

Share Holders	% Holding
M/s YB Pakistan	70
Mohammad Shoaib	30
Total	100%

Board of Directors of the Management Company (Waqeel)

Name	Position	Other Directorships
Mr. Muhammad Ali Tabba	Chairman	Lucky Cement Limited Lucky Textile Mills Limited Lucky Motors Corporation Lucky Core Industries Limited Lucky Electric Power Limited Yunus Energy Limited Lucky Renewables Private Limited Gadoon Textile Mills Limited Yunus Textile Mills Limited Lucky Knits Private Limited Lucky Landmark Private Limited Yunus Brothers Pakistan
Mr. Jawed Yunus Tabba	Non- Executive Director	Lucky Textile Mills Limited Yunus Energy Limited Lucky Motors Corporation Lucky Cement Limited Lucky Core Industries Limited Lucky Electric Power Limited Lucky Renewables Private Limited Gadoon Textile Mills Limited Yunus Textile Mills Limited Lucky Knits Private Limited Lucky Landmark Private Limited Yunus Brothers Pakistan
Mr. Ruhail Muhammad	Non- Executive Director	EFU Life Assurance Limited Lucky Electric Power Company Limited Lucky Renewables Private Limited Yunus Energy Limited

		Energas Terminal Private Limited Dawood Lawrencepur Limited Pakistan Stock Exchange Limited
Mr. Muhammad Arsalan	Non-Executive Director	
Ms. Zeeba Ansar	Independent Director	Gul Ahmed Textile Mills Limited Samba Bank Limited Cherat Cement Company Limited
Mr. Khurram Rahat	Independent Director	

3.1.3 Profile of the Directors

Mr. Muhammad Ali Tabba - Chairman

Mr. Muhammad Ali Tabba joined Yunus Brothers Group (YBG) in 1991. YBG, a renowned conglomerate, excels in various sectors globally. Mr. Tabba assumed leadership roles at Lucky Cement Limited since 2005. Additionally, he chairs YB Holding Group, Lucky Motors Corporation, and serves as Vice Chairman of Lucky Core Industries Limited, enhancing company success with strategic acumen

Mr. Jawed Yunus Tabba

Mr. Jawed Yunus Tabba, is CEO of Lucky Textile Mills Limited, and leads with extensive expertise in the textile industry. Under his guidance, Lucky Textile Mills ranks among Pakistan's top ten home textile exporters, experiencing rapid expansion. He shapes vision and strategies for Lucky Cement Limited, Gadoon Textile Mills, and renewable energy businesses, ensuring sustainable growth and success through his technical knowledge and business acumen.

Mr. Muhammad Ruhail

Mr. Muhammad Ruhail, career spans over 35 years and has held various C-suite positions in companies focusing on a diverse range of activities from Chemicals to Energy. He is currently CEO of Lucky Electric Power Company Limited, a 660MW IPP subsidiary of Lucky Cement. Prior to this, he was CEO of Hub Power Holdings Ltd, a subsidiary of HUBCO, Pakistan's largest IPP. He is a CFA Charter Holder and holds an MBA degree from the Institute of Business Administration, Pakistan.

Ms. Zeeba Ansar

Ms. Zeeba Ansar has over 28 years of private and corporate banking experience. In addition to Lucky Investments, she currently is also a member of board of directors at Gul Ahmed Textile Mills Limited, Cherat Cement Company Limited and Samba Bank Limited. In her career as a banker, she has worked with Deutsche Bank AG, Faysal, UBL and NIB Bank. She earned her Bachelor's in economics and statistics from the University of Punjab and then completed her MBA in marketing and finance at the Institute of Business Administration.

Mr. Khurram Rahat

Mr. Khurram Rahat has over 33 years of experience in consulting, analytics, sales, project management, and senior management. He has been responsible for managing operations in multiple vertical market segments across many countries. He had done his MBA from the Institute of Business Administration in 1988. Mr. Khurram also serves as senior business consultant at Kredible Consulting.

Mr. Muhammad Arsalan

Mr. Muhammad Arsalan, currently serves as Co-Founder and CEO at Youniform. He is also a Director at Vidan.AI. He has extensive experience in management at various organizations. He is a CFA Charter Holder and Holds a Bachelor degree in Commerce from McGill University.

3.1.4 Profile of the Management

MANAGEMENT TEAM

Name	Position
Mr. Mohammad Shoaib	Chief Executive Officer
Mr. Nabeel Malik	Chief Investment & Strategy Officer
Mr. Umair Ahmed	Chief Operating & Finance Officer
Mr. Muhammad Waqas Durrani	Head of Marketing
Mr. Saad Ali Khan	Head of Research
Mr. Zohaib Saeed	Head of Fixed Income Funds
Ms. Honey Zaidi	Head of Information Technology
Ms. Khatija Ilyas	Regional Head Institutional & HNW Sales – South

Profile of the Management Team:

Mr. Mohammad Shoaib – Chief Executive Officer

Mr. Mohammad Shoaib, CFA is the CEO and Co-Founder of Lucky Investments Limited. He has to his credit being the Founder of Al Meezan Investment Management Limited as well as CFA Society Pakistan. He is a highly qualified and seasoned professional with 35 years' experience in capital markets. Mr. Shoaib holds an MBA degree from IBA besides being a Chartered Financial Analyst (CFA) charter holder. He is also an Harvard Business School alumnus.

Mr. Shoaib has been active participant in the Islamic finance and asset management for the last 22 years. He has served as a Director on the Board of Pakistan Stock Exchange and Chairman on the Board of Mutual Funds Association of Pakistan. He has also served on the Board of Directors of Pakistan Institute of Corporate Governance and Institute of Capital Markets. He has also served on various global and regional committees of CFA Institute. He has also had the honor to represent all CFA Institute societies in Asia Pacific Region CFA on the Presidents' Council of CFA Institute. He is currently a member of the AAOIFI Governance & Ethics Board and PSX Focus Group on Islamic Finance.

Mr. Nabeel Malik – Chief Investment & Strategy Officer

Mr. Nabeel Malik is a seasoned financial markets professional with over 20 years of experience, specializing in strategic planning, leadership, and corporate governance. He joined Lucky Investment Limited as Chief Investment and Strategy Officer.

Prior to joining Lucky Investments, he was associated with Alfalah Investments, IGI Funds, Pak Oman Asset Management and others. Throughout his career, Mr. Malik has held key leadership roles, including Senior Fund Manager, Head of Investments, Chief Investment Officer, and Acting CEO, showcasing his versatility and depth of expertise in asset management and financial strategy.

Mr. Umair Ahmed – Chief Operating & Financial Officer

Mr. Umair Ahmed is a fellow member of Institute of Chartered Accountants of Pakistan and an associate member of Institute of Chartered Accountants of England & Wales. He joined Lucky Investments Limited as COO, CFO and Company Secretary.

Prior to joining Lucky Investments, he was associated with UBL Fund Managers limited and MCB Funds. He has an overall work experience of over 15 years in mutual fund industry in various senior Leadership roles.

Mr. Muhammad Waqas Durrani – Head of Marketing

Mr. Muhammad Waqas Durrani as Head of Marketing brings with him over 20 years of rich experience in the Islamic Banking & Finance industry of Pakistan at senior positions. He attained an MBA and BBA degree from the IBA in 2003.

Prior to joining Lucky Investments, he been associated with BankIslami Pakistan, Pak-Qatar Group, Dubai Islamic Bank, Standard Chartered SAADIQ, and Meezan Bank in various senior Marketing and Product Development leadership roles. He also serves as visiting faculty at various universities on Marketing and Islamic Finance courses.

Mr. Muhammad Saad Ali – Head of Research

Muhammad Saad Ali as Head of Research has over 13 years of work experience in the capital market of Pakistan. Saad has been an Energy sector research analyst (equities) throughout his career, and has been a Head of Research at leading brokerage firms since 2016. Prior to joining Lucky Investments, he was the Director Research at Intermarket Securities Limited.

He won the Best Analyst Runner-up award by CFA Society Pakistan in 2020. He graduated from the Institute of Business Administration (IBA) with a BBA degree, majoring in Finance, and is a CFA charter-holder.

Mr. Zohaib Saeed – Head of Fixed Income Funds

Mr. Zohaib Saeed serves as the Head of Fixed Income Funds at Lucky Investments and is an experienced investment professional with over 10 years of treasury management experience. He possesses in-depth knowledge of managing Shariah Compliant Fixed Income/Money Market funds and Voluntary Pension schemes.

Mr. Zohaib also worked at Al Meezan Investments, A.F Ferguson and Co. Chartered Accountants and International Rubber Company L.L.C in U.A.E. He is a Chartered Financial Analyst (CFA), an ACCA from the Association of Chartered Certified Accountants U.K. and was also awarded the United Arab Emirates Chartered Accountant certification from the Accountants and Auditors Association of U.A.E.

Ms. Honey Zaidi – Head of Information Technology

Ms. Honey Zaidi as Head of Information Technology (IT) has over 16 years of experience in IT with specialization in Strategic Management, Project management, Business Applications Development & Acquisition, IT Governance, Networks and Infrastructure.

Prior to joining Luck Investments, she has served in leadership roles in two AMCs, Lead Application Development at Al Habib Funds, and Head of Business Application at Al Meezan Investments. She was also associated with Pakistan Mercantile Exchange (PMEX) as Head of Business Applications and Sidat Hyder Morshed Associates in Financial Application Development.

She holds a Master's Degree in Business Administration and Bachelor's Degree in Software Engineering from Bahria University.

Ms. Khatija Ilyas Konchwala – Regional Head Institutional & HNW Sales - South

Ms. Khatija Ilyas Konchwala as Regional Head Institutional & HNW Sales for South has over 25 years of Islamic financial services experience. Previously Ms. Khatija served as an Area Manager at Meezan Bank Branches covering Corporate, Residential and Commercial Areas. She also served at Union Bank and CitiBank Pakistan in various sales and services related roles.

Ms Konchwala holds Bachelor's Degree from Karachi University. She also has done her PGD in Islamic banking along with various, Islamic Finance Certifications in Banking, Capital Markets, Shariah Audit, and Takaful.

3.1.5 Existing Schemes under Management and their performance

Name of the Scheme:	Lucky Islamic Money Market Fund
Date of Launching:	9 th April, 2025
Category of Fund:	Shariah Compliant Money Market Scheme
Par value of Units:	Rs. 100

3.2 Role and Responsibilities of the Management Company (Waqeel)

The Management Company (Waqeel) shall manage, operate and administer the Scheme in

accordance with the Rules, Regulations, directives, circulars and guidelines issued by SECP and the Deed and 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 tul Istithmar”, in which the Management Company (Waqeel) in the capacity of “Wakeel shall administer the Scheme in accordance with the Rules, the Regulations, the Deed and this Offering Document. The Management Company (Waqeel) shall manage and operate the Scheme and Fund Property in the interest of the Principal (Unit Holder (Muwakkil)s) in good faith, and to the best of its ability.

3.2.1 Administration of the Scheme

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

3.2.2 Management of Fund Property

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

The Management Company (Waqeel) 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 (Waqeel) by any officer(s) or responsible official(s) of the Management Company (Waqeel) or by any nominee or agent appointed by the Management Company (Waqeel) 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 (Waqeel). The Management Company (Waqeel) 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.

3.2.3 Appointment of Distributors

The Management Company (Waqeel), 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 (Waqeel) 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 (Waqeel).

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

- i) The Distributors, to whom it delegates, have acquired license \ registration from SECP/MUFAP as registered service providers.
- ii) The Distributor selling Mutual Fund Units of single Asset Management Company (Waqeel) shall comply and abide by all applicable requirements as issued by SECP from time to time.

- iii) The written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.
- iv) The Management Company (Waqeel) and Distributor shall not:
 - a. Involve either directly or indirectly in the mis-selling of Collective Investment Scheme; and
 - b. Sell units of Collective Investment Scheme directly or indirectly by making a false and mis-leading statement, concealing or omitting material facts of the Scheme and concealing the risk factors associated with the Scheme;
- v) The Management Company (Waqeel) or distributor shall take reasonable care to ensure suitability of the scheme to the investor. For the purpose of this, the Asset Management Company (Waqeel) or the Distributor shall ensure proper acknowledgment from investors on risk profiling and recommended Scheme as per risk profiling and in case investor select high risk product on its own choice, the Asset Management Company (Waqeel) or the Distributor shall also ensure proper acknowledgment from investor of his such selection.

The Management Company (Waqeel) or distributor shall ensure that;

- a. Any performance reporting/ presentation is accompanied by all explanations, qualifications, limitations and other statements that are necessary to prevent such information from misleading investors;
- b. Promotional materials do not contain untrue statements or omit to state facts that are necessary in order to prevent the statements from being misleading, false or deceptive; and
- c. Performance is measured and presented after taking into account the risk-tolerance, investment objectives, and level of understanding and knowledge of the recipient.

3.2.4 Appointment of Investment Facilitator

The Management Company (Waqeel) 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 (Waqeel) shall be made available at all times on the websites of the Management Company (Waqeel).

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

- a) the investment facilitator has 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.
- c) The Investment Facilitator shall not: (i) involve either directly or indirectly in the mis-selling of the Scheme; (ii) sell units of the Scheme directly or indirectly by making a false or misleading statement; (iii) sell units of the Scheme directly or indirectly by concealing or omitting material facts of the Scheme; and (iv) sell units of the Scheme directly or indirectly by concealing the risk factors associated with the Scheme.
- d) The Investment Facilitator shall take reasonable care to ensure suitability of the Scheme to the investor.

For the purpose of this, the Investment Facilitator shall ensure proper acknowledgment from investors on risk profiling and recommended Scheme as per risk profiling and in case investor select high risk product on its own choice, the Investment Facilitator shall also ensure proper acknowledgment from investor of his such selection.

3.2.5 Maintenance of Accounts and Records

The Management Company (Waqeel) 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 (Waqeel) shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.

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

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

The Management Company (Waqeel) shall clearly specify Cut-Off Timings (for acceptance of application forms of issuance, redemption, and conversion of Units of the Scheme) in this Offering Document, on its web site and at designated points. Such Cut-Off Timing shall uniformly apply on all Unit Holder (Muwakkil)s. The Management Company (Waqeel) shall ensure all valid redemption request are paid based on ranking of the request in a queue.

3.2.6 Back Office Accounting

The Management Company (Waqeel) may delegate its Back Office Accounting Function in line with SECP Circular No. 24/2013 dated December 06, 2013, as amended from time to time under intimation to Trustee or maintain itself such function.

3.3 Maintenance of Unit Holder (Muwakkil)s Register

- 3.3.1** A Register of Unit Holder (Muwakkil)s may be maintained by the Management Company (Waqeel) itself or such other company, as the Management Company (Waqeel) may appoint after giving prior notice to the Unit Holder (Muwakkil)s.
- 3.3.2** IT Minds is the Transfer Agent and is located at CDC House, 99-B, Block 'B' S.M.C.H.S., Main Shahrah-e-Faisal Karachi – 74400, Pakistan, Karachi, Pakistan, where Register of Unit Holder (Muwakkil) will maintain.
- 3.3.3** Every Unit Holder (Muwakkil) will have a separate Registration Number. The Management Company (Waqeel) shall use such Registration Number for recording Units held by the Unit Holder (Muwakkil). Unit Holder (Muwakkil)'s account identified by the registration number will reflect all the transactions in that account held by such Unit Holder (Muwakkil).

3.3.4 Disclaimer

The Management Company (Waqeel) 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 (Waqeel) (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 (Waqeel) 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 (Waqeel) 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.

3.4 Role of the Trustee

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

The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder (Muwakkil)(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company (Waqeel) provided it is not in conflict with the provisions of this Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other communication is required to be given by the Management Company (Waqeel), the Trustee may accept as sufficient evidence thereof:

- a document signed or purporting to be signed on behalf of the Management Company (Waqeel) 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 (Waqeel)/Trustee in consultation with each other shall be deemed 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, suffered, or omitted to be done in good faith hereunder.

3.4.1 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

(Waqeel). 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.

3.4.2 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 Holder (Muwakkil)s), within the framework of the Regulations, the Trust Deed and Offering Document issued for the Fund.

3.4.3 Investment of Fund Property at direction of Management Company (Waqeel)

The Trustee shall invest the Fund Property from time to time at the direction of the Management Company (Waqeel) 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.

3.4.4 Carrying out instructions of the Management Company (Waqeel)

The Trustee shall carry out the instructions of the Management Company (Waqeel) 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.

3.4.5 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 (Waqeel) 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 therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done, 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.

3.4.6 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 (Waqeel) 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, suffered, or omitted to be done in good faith hereunder.

3.5 Shariah Governance/Shariah Advisory Services

All activities of the Fund shall be undertaken in accordance with the guidelines prescribed or issued by the Shariah Advisors from time to time. Fund shall not invest in schemes that are related to

activities that are non Shariah compliant or are unlawful in Shariah which may, among others, include:

- a) Activities related to the investment in interest-based transactions, conventional insurance transactions, intoxicants, gambling, pornography, Haram meat;
- b) Activities related to taking interest bearing deposits or raising interest-bearing loans; and
- c) Any other activities/investments declared restricted under Shariah by the Shariah Advisors.

The Management Company (Wakeel) shall appoint Shariah Advisor(s) of the Fund as deemed appropriate by the Management Company (Wakeel). Such Shariah Advisor(s), as an entity or as a group of individuals shall be experts on Shariah and have good understanding of Finance. The Management Company (Wakeel) shall make such appointments in accordance with the guidelines as specified by SECP from time to time. The Shariah Advisors will be appointed through writing offer and acceptance of such appointment(s) for an agreed period and may be reappointed on completion of their term.

The Management Company (Waqeel) has appointed a Shariah Advisor who shall advise the Management Company (Waqeel) regarding Shariah compliance and advisory. Profile of the Shariah Advisor has been annexed as Annexure "E".

The Management has appointed the Shariah Advisor for the period of Three (03) Years. However, the Management Company (Waqeel) 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 immediately under intimation to Commission, unit holder (Muwakkil)s and the Trustee. Furthermore, the agreement entered into for the appointment of the Shariah Advisor shall be furnished to the Commission.

3.5.1 Duties and Responsibilities of Shariah Advisor

The Shariah Advisor shall

- (a) advise the Management Company (Wakeel) on matters relating to Shariah Compliance, including advising in respect of Shariah related matters pertaining to the legal documents of the Fund and recommend investment guidelines consistent with the Shariah. Any verdict or Fatwa issued by the Shariah Advisors in respect of any Shariah related matter would be final and acceptable by the Trustee, the Management Company (Wakeel), the Unit Holder (Muwakkil)s and other parties related with that matter.
- (b) determine that Fund's activities including those of the respective Allocation Baskets/Plans comply with the principles of Shariah in all respects;
- (c) prepare yearly report of the Fund's compliance with the principles of Shariah for inclusion in the Fund's financial reports.
- (d) provide technical guidance and support on various aspects of Shariah so as to enable the Management Company (Waqeel) to operate the Fund as a Shariah Compliant collective investment scheme.
- (e) recommend general investment guidelines consistent with the Shariah and regulations issued by the Commission. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter shall be final and acceptable to the Trustee, the Management Company (Waqeel), the Unit Holder (Muwakkil)s and other parties related with that matter. In case of any dispute between the Shariah Advisor and the management, the matter may be referred to Shariah Advisory Committee ("SAC") of SECP for resolution.

- (f) At the end of annual Accounting Period, issue a Shariah review report, to be included in the Fund's financial reports, in respect of Shariah Compliance of the preceding year's operations of the Fund and the Shariah Advisor may, at the expense of the Fund, conduct such reviews or other investigations as may be necessary for the issuance of the Shariah review report.
- (g) 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 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.
- (h) at the end of Annual Accounting Period, issue a certificate, to be included in the Fund's financial reports, in respect of Shariah Compliance of the preceding year's operations of the Fund.
- (i) co-ordinate with the Management Company (Waqeel) in drawing up of the Deed and other related material documents including Constitutive Documents for the formation of the Unit Trust and to further provide technical guidance and support on various aspects of Shariah, so as to enable the Management Company (Waqeel) to mould the Unit Trust into a Riba free/Halal avenue of investment.
- (j) 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 criteria are relevant to be used in the context of Pakistani Markets and the instruments available therein, and which need to be modified/added/deleted.
- (k) certify that all the provisions of the Constitutive Documents of the Fund and proposed Investments to be made on account of the Fund are Shariah compliant with the established criteria.
- (l) evaluate and advise upon all new financial instruments as and when introduced for their Shariah permissibility.
- (m) 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.
- (n) determine the methodology for calculation of Haram income through percentage of income and cash flows included in the income and cash flows of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and recommend to the Management Company (Waqeel) the criteria for selecting the Charities registered under relevant Pakistani laws to whom such sums shall be donated, , subject to the condition that such charity organization is not related to the Shariah Adviser, Management Company or any of their employees.

3.5.2 shall be made in the notes to the financial accounts of earnings prohibited by Shariah, if any, and how those amounts were disposed of.

3.5.3 Disclosure shall be made of whether the Zakat payment is the responsibility of the Fund or the responsibility of Unit Holder (Muwakkil)s. The Fund shall also disclose the Zakat due for each Unit, if any.

3.6 Transfer Agent

The Management Company (Waqeel) has appointed IT Minds Limited having its registered office at **CDC House, 99-B, Block 'B', S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan, as the Transfer Agents of LISF**. The IT Minds Limited will be responsible for maintaining the Unit Holder (Muwakkil)'s Register, preparing, and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holder (Muwakkil)s.

3.7 Custodian

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

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

The Trustee may, in consultation with the Management Company (Waqeel), 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 (Waqeel) for the safe keeping of any portion of the Trust Property.

3.8 Distributors/Facilitators

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

3.8.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holder (Muwakkil)s, 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 (Waqeel) or Transfer Agent as appropriate for further action. The Management Company (Waqeel) shall remunerate the Distributors out of its resources and/or from Sales Load.

3.8.3 The Management Company (Waqeel) 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 (Waqeel) shall remunerate the Facilitators out of its resources and/or from Front-end Load.

3.9 Auditors

The Auditor of the Fund are:
A.F. Ferguson & Co.,
a member firm of the
PwC network
Chartered Accountants

3.9.1 They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company (Waqeel) with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Act, as amended from time to time. The appointment of Auditor and contents of the

Auditor's report shall be in accordance with the provisions of the Rules and Regulations.

- 3.9.2** The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company (Waqeel), Trustee, Custodian, Transfer Agent or elsewhere and shall be entitled to require from the Management Company (Waqeel), Trustee and their Directors, Officers and Agents such information and explanations as considered necessary for the performance of audit.
- 3.9.3** The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company (Waqeel) as may be considered necessary to facilitate the Trustee in issuing the certification required under the Regulations.
- 3.9.4** The Auditors shall prepare a written report to the Unit Holder (Muwakkil)s 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 Holder (Muwakkil)s' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.
- 3.9.5** The contents of the Auditors report shall be as mentioned in the Regulations.

3.10 Legal Advisors

The legal advisor of the Fund are:
Mandviwalla and Zafar – Advocates,
Corporate & Legal,
Consultants.

3.11 Bankers

Bankers to the Scheme shall be any bank (must be Shariah compliant/ Islamic banks and Shariah compliant/ Islamic Windows of Conventional Banks)) having minimum rating of A- , appointed by the Management Company (Waqeel). The Trustee shall maintain and operate the Bank Accounts of the Scheme at the said Bank(s).

3.11.1 Bank Accounts

- i) The Trustee, at the request of the Management Company (Waqeel), shall open Bank Account(s) titled **“CDC-Trustee Lucky Islamic Stock Fund”** for the Unit Trust at designated Islamic Bank(s)/ Islamic Window of Conventional Banks having a minimum rating A- 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.
- ii) While opening and operating any type of account and/or making investments in offshore countries on the instructions of Management Company (Waqeel), if the Trustee is required to provide any indemnities to offshore parties then Trustee and the Fund would be counter indemnified by the Management Company (Waqeel) to such extent.
- iii) The Management Company (Waqeel) may also require the Trustee to open Bank Account(s) as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holder (Muwakkil)s.
- iv) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.

- v) 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 Holder (Muwakkil)s and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
- vi) 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 (Waqeel) or the Trustee to those Investors participated before the Initial Period, either in cash or in additional Units as selected by those Investors, in proportion of their investments.
- vii) The Trustee shall, if requested by the Management Company (Waqeel) at its discretion also open a separate Account designated by the Management Company (Waqeel). These account(s) shall only be used for the purpose of collection of online 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 (Waqeel) shall be held prior to their being allocated and transferred to pertinent unit trust(s).. Such accounts shall be in the title of **CDC-Trustee Lucky Funds**. Bank Accounts shall only be opened in Scheduled Islamic Banks, Islamic banking windows of scheduled commercial banks. In case an account needs to be opened with a conventional bank, it shall only be a current account and it shall be opened after specific approval from the Shariah Advisor. Collection Account shall only be used for soliciting online investment through payment aggregators like 1 Link and other similar payment gateways subject to prior approval of the Commission. The Management Company shall maintain separate Collection Account(s) for each Trustee. Moreover, the maximum time period for transfer of money from a Collection Account to respective fund account is within one working day.

3.12 Rating of the Scheme

The Management Company (Waqeel) 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 (Waqeel)'s website.

3.13 Minimum Fund Size

The minimum size of the open ended Scheme shall be one hundred million rupees at all times during the life of the scheme. In case after the Initial Offering Period or subsequently at any time if the size of the open ended Scheme falls below the minimum size of one hundred million rupees, the Management Company (Waqeel) 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 Management Company (Waqeel) shall immediately intimate the grounds to the Commission upon which it believes that the Scheme is still commercially viable and its objective can still be achieved.

4 CHARACTERISTICS OF UNITS

4.1 Units

All Units and fractions thereof represent an undivided share in the Fund and rank pari passu as to their rights in the net assets, earnings, and the receipt of the dividends and distributions. Each Unit Holder (Muwakkil) has a beneficial interest in the Fund proportionate to the Units held by such Unit Holder (Muwakkil). For the convenience of investors, the Management Company (Waqeel) 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 Shariah Advisor amending the Offering document.

4.2 Types of Units

Units of Fund will be issued to the Unit Holder (Muwakkil)s during & after the initial offering period). Units may carry Front- end load as described in **Annexure “B”**. Bonus Units will also be issued under such type.

An investor shall, at the time of opening an account, select the types(s) of Unit(s) in which the investor wishes to invest, i.e., Growth Unit.

Growth Units: The Unit value grows in line with the growth in NAV, and the Unit Holder (Muwakkil)s shall receive additional units at prevailing price, after adjusting for taxes against Cash Dividend (if any) at the time of distribution subject to consent of the unitholder (Muwakkil) in writing.. The Management Company (Waqeel) may also decide to distribute income in the form of bonus units which shall be growth units of the Fund.

4.4 Administrative Arrangement

- 4.4.1 The Management Company (Waqeel) may offer any Administrative arrangement over this fund, which shall be governed by the Rules, the Regulations, the Deed and this Offering Document or any supplemental Deed or supplemental Offering Document.
- 4.4.2 Details of any Administrative arrangement launched over this Fund shall after prior consent of the Trustee, approval of Shariah Advisor, and approval of the Commission shall be disclosed through a supplementary offering document.

4.5 Purchase and Redemption of Units

- (a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in accordance with the procedure set out in of this Offering Document.
- (b) Units of the Scheme shall be allocated on the basis of Purchase (Offer) Price applicable on the date of receipt of duly completed purchase application along with the online payment/ payment instrument within cutoff timings.
- (c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (d) The Management Company (Waqeel) may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of funds or to meet any regulatory requirements.

4.6 Procedure for Purchase of Units

4.6.1 Who Can Apply?

Any investor or any related group of investors qualified or authorized to purchase the Units may make applications for the Purchase of Units in the Fund. Application may be made pursuant to the procedures described in paragraph 4.5.2 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 be permitted under their respective memorandum and articles of association and/or byelaws.

- c) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan can apply for Units subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that may apply to their place of residence, domicile and citizenship. The payment of dividends and redemption proceeds to such investors shall be subject to the relevant taxation and exchange regulations/laws. Any person making an application for the Purchase of Units in the Fund shall warrant that he/she is duly authorized to purchase such Units.
- d) Provident Funds constituted by companies registered under the Ordinance, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended from time to time, including by SROs.
- e) Provident Funds, Pension Funds and Gratuity Funds constituted by organizations other than companies under Section 20 (h) of the Trusts Act 1882, (11 of 1882).
- f) Takaful Companies/ Insurance companies under the Insurance Ordinance, 2000, including their products.
- g) Non-Profit Organization under Rule 213 (i) of the Income Tax Rules, 2002.
- h) Fund of Funds.
- i) Any other investor as allowed under regulations from time to time.

4.6.2 How can Units be purchased? Account Opening Procedure

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

- a) Before purchasing Units of the Fund, an investor must open an account with Management Company (Waqeel) using the Account Opening Form.
- 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 (Waqeel) 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/Trust Deed/ Charter/ Byelaws or rules and regulations;
 - ii) Duly certified copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officers to invest the Funds and/ or to realize the Investment; and
 - iii) Duly certified copy of the Computerized National Identity Card (CNIC) of the officer to whom the authority has been delegated.
 - iv) Duly certified copy of the Computerized National Identity Card (CNIC) of all members of the Board of Directors, Partners, and Trustees.
 - v) The Asset Management Company (Waqeel) may also requires other documents for processing account opening request in accordance with the laws as may be applicable from time to time.

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

Any change of name or address of any Unit Holder (Muwakkil) as entered in the Register shall forthwith be notified in writing by relevant Unit Holder (Muwakkil) to the Distribution Company or Transfer Agent.

- e) The Distribution Company and/or Management Company (Waqeel) will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- f) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the meanwhile the application will be held in abeyance for fifteen days and in the event the discrepancy is not removed in the said fifteen days, the amount will be refunded without any profit or mark-up. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder (Muwakkil) 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 (Waqeel). No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- h) The Management Company (Waqeel) 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.

4.6.3 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 and KYC requirements.
- b) The principal 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 (Waqeel).
- 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 (Waqeel) 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 (Waqeel).

Provided however, the Trustee and/or the Management Company (Waqeel) 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 Holder (Muwakkil)s and/or the legal heirs or legal representatives of the deceased.

4.6.4 Purchase of Units

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

4.6.5 Minimum Amount of Investment

Initially Units shall be issued at Par Value of Rs 100 with a minimum investment size of Rs. 5,000/ (Rupees Five Thousand only) and thereafter the minimum amount for investment would be of Rs. 1,000 (Rupees One thousand only). The Management Company (Waqeel) reserves the right to alter the minimum amounts stated hereinabove after giving thirty days prior notice to the Unit Holder (Muwakkil)s. However, enhancement in current minimum monetary investments shall not take effect retrospectively. The minimum initial and subsequent investment size will not be applicable to Conversion of one CIS to another CIS, Transfer and Transmission.

4.6.6 Determination of Purchase (Public Offer) Price

- a) Units offered during the Initial period will be as specified in clause 1.6.
- b) After the Initial Period, the Purchase (Offer) Price for the Unit offered through Public Offering, shall be determined from time to time pursuant to the Sub clause (c) hereafter and shall be announced by the Management Company (Waqeel) for Dealing Days during the period when the Fund is open for subscription.

- c) The Purchase (Offer) Price shall be equal to the sum of:
 - (i) The Net Asset Value as of the close of the business Day (forward pricing/unknown pricing);
 - (ii) Any Front-end Load as disclosed in this Offering Document;
 - (iii) Such amount as the Management Company (Waqeel) may consider an appropriate Provision for Duties and Charges;
 - (iv) Such amount as the Management Company (Waqeel) may consider an appropriate provision for Transaction Costs; and
 - (v) Such sum shall be rounded to the nearest paisa up to two decimal places.

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 (Waqeel) shall defer dealing and calculate a new price and this new price would be applicable for dealing of units.

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

4.6.7 Allocation/ Issue of Units

- a) The Purchase Price determined shall apply to all Investment Request Forms, complete in all respects, received by the Management Company (Waqeel) at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day along with payment instrument/payment proof. 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 4.6.6 above and issued after realization of Funds in the bank account of the Fund. However; in case of online investment through 1 link, units will be allocated and issued upon intimation from 1-link that the investments have been received and credited in common collection account.
- c) The Transfer Agent shall send an account statement or report to the Unit Holder (Muwakkil) 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 (Muwakkil)'s address recorded in the Register of Unit Holder (Muwakkil)s.
- d) In case the Management Company (Waqeel) announces a suspension of further issue of Units of Fund, it may allow existing Unit Holder (Muwakkil) to continue acquiring Units out of any dividend declared on the Units held.

4.6.8 Issuance of Physical Certificates

- a) Unit Certificates will be issued only if requested by the Unit Holder (Muwakkil).
- b) Unit Holder (Muwakkil) 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 (Waqeel) from time to time.

- c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder (Muwakkil) or to the address of the first named Joint Unit Holder (Muwakkil), if the relevant Unit or Units are jointly held.
- d) The Certificate will be available in such denomination as Management Company (Waqeel) and the Trustee decide from time to time. Unless, the Unit Holder (Muwakkil) 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.

4.6.9 Replacement of Certificates

- a) The Transfer Agent or Management Company (Waqeel) may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder (Muwakkil) 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 (Muwakkil) shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- c) Each new issue of Certificates will require payment of **Rs. Nil** per Certificate, subject to revisions of fee from time to time by the Management Company (Waqeel).

4.6.10 Issuance of Units in Book Entry form in CDS

Unit Holder (Muwakkil) may obtain Units under the Fund in Book Entry form in CDS, if and/ or when the Fund becomes CDS eligible. The Issuance of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

4.7 Procedure for Redemption of Units

4.7.1 Who Can Apply?

All Unit Holder (Muwakkil)s shall be eligible for redemption after the closure of the Initial Offer Period.

4.7.2 Redemption Application Procedure

- a) Request for Redemption of Units 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 (Waqeel) from time to time. The Distributor may retain a copy of the Redemption Form and a copy may be supplied to the Registrar, if so required by the Management Company (Waqeel).
- b) The Management Company (Waqeel) 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 (Muwakkil) thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company (Waqeel) 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

(Muwakkil)(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 Holder (Muwakkil)s, 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 (Muwakkil) Register, through the investor account opening Form.
- 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 (Muwakkil) or joint Unit Holder (Muwakkil) 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 (Waqeel) or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder (Muwakkil)'s user ID and password will authenticate his identity.
- f) The Unit Holder (Muwakkil) 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 (Waqeel) or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company (Waqeel) or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder (Muwakkil) will then have to submit a fresh application for Redemption of Units.
- h) The Management Company (Waqeel) 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 (Muwakkil) or first named joint Unit Holder (Muwakkil) by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder (Muwakkil) or may be paid to the Unit Holder (Muwakkil) through Electronic Bank transfer to the Unit Holder (Muwakkil)'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 (Waqeel). The amount can also be paid to the third party upon instruction of the Unit Holder (Muwakkil) through Electronic Bank transfer to the Unit Holder (Muwakkil)'s designated bank account as mentioned in the Investor Account Opening Form or Redemption form.
- j) No Money shall be paid to any intermediary except the Unit Holder (Muwakkil) or his/her immediate family members.
- k) The Management Company (Waqeel) may make arrangements through branches of banks to facilitate redemption of Units of the Unit Trust. A request for redemption of Units may also be made through the use of electronic means such as Internet or ATM facilities under prior arrangement with the Trustee and under intimation to SECP.
- l) The receipt of the Unit Holder (Muwakkil)s for any amount payable in respect of the Units shall be a good discharge to the Trustee and the Management Company (Waqeel). In case of joint Unit Holder (Muwakkil)s any one of them may give effectual receipt for any such moneys. Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Dealing Days. Where redemption requests on any one Dealing Day exceed ten (10) percent of the total number of Units outstanding of the Fund, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 4.12.4.
- m) On the occurrence of any circumstance specified in the Regulation or the Deed that may require the Fund should be suspended, the Management Company (Waqeel) shall suspend the Sale and Redemption of Units and the intimation of suspension shall be made to the Unit Holder (Muwakkil)s, the Trustee and the Commission according to the procedure laid down in the Regulation.

n) **Redemption of Units in Book Entry form in CDS**

Unit Holder (Muwakkil) 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.

4.8 Purchase (Offer) and Redemption (Repurchase) of Units outside Pakistan

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

4.8.2 In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company (Waqeel), nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time.

4.8.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company (Waqeel), 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 (Waqeel), for receipt or payment in any other currency or for any obligations arising there from.

4.9 Determination of Redemption (Repurchase) Price

4.9.1 After the initial offer Redemption (Repurchase) Price of the Fund shall be equal to the Net Asset Value as of the close of business day (forward pricing/unknown pricing) less:

- a) Any Back-end Load as per the details in this Offering Document Annexure "B";
- b) Such amount as the Management Company (Waqeel) may consider an appropriate provision for Duties and Charges and other levies etc;
- c) Such amount as the Management Company (Waqeel) may consider an appropriate provision for Transaction Costs; and
- d) Such sum shall be rounded to the nearest paisa up to two decimal places.

Level of all back end loads shall be disclosed in the Offering Document. An increase in Back End load will require 30 days (thirty days) prior notice to the Unit Holder (Muwakkil) or any other period as specified in the Regulations.

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

4.9.3 The Redemption Price determined by the Management Company (Waqeel) shall be made available for every Dealing day to the public at the office and branches of the Distributors and at

the discretion of the Management Company (Waqeel) may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company (Waqeel)'s and MUFAP's website.

4.10 Procedure for Requesting Change in Unit Holder (Muwakkil) Particulars

4.10.1 Who Can Request Change?

All Unit Holder (Muwakkil)s are eligible to change their Unit Holder (Muwakkil) 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, from the Management Company (Waqeel), or through its website. However, if Units are held in CDS account then request should be made through CDS Participant or the Investor Account Services (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

4.10.2 Application Procedure for Change in Particulars

- a) Some of the key information which the Unit Holder (Muwakkil) 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 CNIC and Joint holder 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 (Waqeel) 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 (Waqeel).
- d) The Distribution Company and /or Management Company (Waqeel) 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 (Muwakkil) will be liable for any taxes, charges or duties that may be levied on any of the above changes. Either these taxes, charges or duties may be recovered by redemption of Unit Holder (Muwakkil) equivalent Units at the time of the service request or the Management Company (Waqeel) may require separate payment for such services.
- f) Unless the Joint Unit Holder (Muwakkil)(s) of Units have specified otherwise, all the Joint Unit Holder (Muwakkil)(s) shall sign the Special Instructions Form for such Units.

4.10.3 Transfer, Nomination & Transmission

- a) Unit Holder (Muwakkil) may, subject to the law, transfer any Units 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 (Waqeel)/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 (Waqeel) / 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 (Muwakkil)(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 (Waqeel) or the Transfer Agent shall retain all instruments of transfer.
- d) The Transfer Agent shall, with the prior approval of the Management Company (Waqeel) or the Management Company (Waqeel) itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of ten years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company (Waqeel) 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 (Waqeel) 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 (Waqeel) 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 (Waqeel) or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by AMCs and shall not be destroyed. Unit Holder (Muwakkil) may nominate any successor/ nominee for transmission, subject to all legal requirements, in case of the decease of Unit Holder (Muwakkil).
- e) Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder (Muwakkil) shall be processed by the Transfer Agent or the Management Company (Waqeel) itself as Registrar after satisfying as to all legal requirements such as intimation of death of deceased Unit Holder (Muwakkil) along-with certified copy of death certificate, and deceased Unit Holder (Muwakkil), 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 (Waqeel) shall pay the relevant processing fee to the Transfer Agent.
- f) A Unit Holder (Muwakkil) may convert the Units in a Unit Trust Scheme managed by the Management Company (Waqeel) into Units of another Unit Trust Scheme managed by the Management Company (Waqeel) by redeeming the Units of first Scheme and issuance of Units of later Scheme(s) at the relevant price applicable for the day. The Transfer Agent or Management Company (Waqeel) itself shall carry out the conversion after satisfying that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. The Management Company (Waqeel) may impose a time limit before which conversion may not be allowed.
- g) A Unit Holder (Muwakkil) may merge the Units, which he/she has invested with two folio/registration numbers into one folio/ registration number. The Transfer Agent shall carry out the merger after satisfying that all the requisite formalities have been completed and payment of applicable taxes and fee, if any, has been received.

4.10.4 Partial Transfer

Partial transfer of Units either in case of succession or as a gift to blood relation or spouse shall be covered by a single Certificate is permitted provided that in case of physical certificates issued, the Unit Holder (Muwakkil) must apply for splitting of the unit certificate representing the partial amount and then the new certificate shall be applied for transfer.

4.10.5 Conversion

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

4.11 Procedure for Pledge / Lien / Charge of Units

Who Can Apply?

- 4.11.1 All Unit Holder (Muwakkil)s are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form as attached in **Annexure “F”** of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company (Waqeel) 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.
- 4.11.2 Any Unit Holder (Muwakkil) either singly or Jointly (where required) may request the Management Company (Waqeel) 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 (Waqeel) or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company (Waqeel). However, the lien shall be valid only if evidenced by an account statement or letter issued by the Management Company (Waqeel) or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering alien shall lie with the party claiming the lien.
- 4.11.3 4.10.3. 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 (Waqeel), 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 (Waqeel) and the Transfer Agent shall take any responsibility in this matter.
- 4.11.4 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 holder's bank account or posted to the registered address of Pledgee mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus units goes to the Pledgor as per Central Depositories Act.
- 4.11.5 The Distribution Company and / or Management Company (Waqeel) 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.
- 4.11.6 Fully completed Pledge of Units 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 (Waqeel) directly or through an Investment Facilitator within Business Hours on a Dealing Day.

- 4.11.7 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 (Waqeel) instructs otherwise.

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

4.12.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.12.2 & 4.12.3, Subject to compliance with Regulation (having regard to the interests of Unit Holder (Muwakkil)s), the Management Company (Waqeel) 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' notice to Unit Holder (Muwakkil)s and with the approval of Trustee.

4.12.2 Suspension of Fresh Issue of Units

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

- The situation of Force Majeure as defined in this Offering Document;
- A situation in which it is not possible to invest the amount received against issuance of fresh Units
- Any other situation in which issuance of fresh Units is, in Management Company (Waqeel)'s opinion, against the interests of the existing/remaining Unit Holder (Muwakkil)s.
- Such suspension may however not affect existing Unit Holder (Muwakkil)s as a result of profit distribution The Management Company (Waqeel) shall announce the details of circumstances at the time a suspension of fresh issue is announced. The Management Company (Waqeel) shall immediately notify SECP and Trustee if issuance of Units is suspended and shall have the fact published, immediately following such decision, in the mode of announcement prescribed by SECP.
- 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.

4.12.3 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.

4.12.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company (Waqeel) 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 outstanding Units of the Fund . The Management Company (Waqeel) shall proceed to sell adequate assets of the Fund and / or arrange Shariah Compliant financing as it deems fit in the best interest of all Unit Holder (Muwakkil)s and shall determine the redemption price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Dealing Day, such requests shall be processed on basis proportionate to the size of the requests. The Management Company (Waqeel) shall provide all redemption requests duly timed and date stamped to the Trustee within 24 hours

of receipt of any such request following the queue system. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceed ten percent (10%) of the Units of the Fund, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the redemption price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units of the Fund .

4.12.5 Winding up in view of Major Redemptions

In the event the Management Company (Waqeel) 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 Holder (Muwakkil)s 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 Holder (Muwakkil)s shall be paid after selling the assets and Determining the final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company (Waqeel) finds it feasible. In case of shortfall, neither the Trustee nor the Management Company (Waqeel) shall be liable to pay the same.

5 DISTRIBUTION POLICY

5.1 Declaration of Dividend

- (a) The Management Company (Waqeel) shall decide as soon as possible but not later than forty five days or any time stipulated in the Companies Act, 2017 or the Rules and the Regulations after the Accounting Date / interim period whether to distribute among Unit Holder (Muwakkil)s, profits, in form of cash dividend or Bonus Unit, 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 (Waqeel) on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the Unit Holder (Muwakkil)s, not less than ninety per cent of the accounting income of the Collective Investment Scheme received or derived from sources other than capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.
- (c) 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.
- (d) Further provided that dividend amount less than 1 as decided by the management from time to time shall not be taken into account and dividend shall not be entitled if holding in register of any unit-holder(s) is less than one unit.

5.2 Determination of Distributable Income

- i) The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company (Waqeel) and shall be the sum total of:
 - (a) The total income earned on the Trust Property during such Accounting Period including all amounts received in respect of profit etc.

- (b) Whole or part of the realized and/or unrealized appreciation of Investment Assets, at the option of the Management Company (Waqeel).
- (c) From the above amounts shall be deducted expenses and such other adjustment as the Management Company (Waqeel) may determine, in line with the regulations, circular or direction etc.

5.3 Payment of Dividend

Unit Holder (Muwakkil)(s) who opted to receive cash dividend appearing in the register of Unit Holder (Muwakkil)s will be entitled for dividend and the amount of dividend after deduction of all applicable taxes and Charges, if any.

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

5.4 Dispatch of Dividend Warrants/Advice

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

5.5 Reinvestment of Dividend

The Management Company (Waqeel) shall give the Unit Holder (Muwakkil)s the option at the time of opening of Unit Holder (Muwakkil) Account (via the Account Opening Form) within the Unit Holder (Muwakkil) Register to receive new Units at the ex-dividend NAV instead of cash dividend (net of applicable taxes, charges, duties etc) if opted by the unitholder in writing. The Unit Holder (Muwakkil)s shall be entitled to change such option.

5.6 Bonus Units

The Management Company (Waqeel) may decide to distribute, wholly or in part, the distributable income in the form of stock dividend (which would comprise of the Bonus Units of the Trust) if it is in the interest of Unit Holder (Muwakkil)s after meeting the statutory requirement as per Income Tax Ordinance. After the fixing of the rate of bonus distribution per Unit, in case of distribution in the form of Bonus Units, the Management Company (Waqeel) shall, under intimation to the Trustee, issue additional Units issued in the name of the Unit Holder (Muwakkil)s 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 (Muwakkil) within fifteen days of the issue of Bonus Units and as per regulatory requirement.

5.7 Encashment of Bonus Units

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

5.8 Closure of Register

The Management Company (Waqeel) may close the Register by giving at least seven (7) days' notice

to Unit Holder (Muwakkil) provided that the time period for closure of register shall not exceed six (6) working days at a time and whole forty five days in a Financial Year . During the closure period, the sale, redemption, conversion of Units or transfer of Units will be suspended. Notice for closure of register should be published in two newspapers (Urdu and English) having circulation in major cities of Pakistan as per direction of SECP.

6 FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

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

6.1.1 Front-end Load

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

The Management Company (Waqeel) may at its discretion charge different levels of Load, as per **Annexure “B”**. Any change in Front-end Load shall be done through supplemental to the Offering Document after seeking prior approval of the Commission.

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

The current level of Front-end Load is indicated in **Annexure “B”**.

6.1.2 Back-end Load

Back end Load deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of Units, but Unit Holder (Muwakkil)s within a class shall be charged same level of back end load. Management Company (Waqeel) may change the current level of Back-end Load after giving (30) thirty days prior notice to the Unit Holder (Muwakkil) through newspaper (either Urdu or English Newspaper) and via post and the Unit Holder (Muwakkil)s shall be given an option to exit at the applicable NAV without charge of back end load as specified in the Regulation.

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

Provided that an AMC may charge sales load maximum up to 3% of NAV per unit if the investors approach directly for investment or where transaction is done through a third party online distribution portal, through website and may charge sales load maximum up to 1.5% of the NAV per unit where transactions are done through AMC’s own online distribution portal or website.

6.1.3 Other Charges

Transfer of Units from one owner to another shall be subject to a Processing charge as mentioned on the Company’s Official website, 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 (Muwakkil).

Units issued to an Account holder through conversion from another scheme run by the Management Company (Waqeel), shall be issued at a price based on the Net Asset Value) on that date plus the applicable Front-end Load (if any).

6.1.4 Expenses borne by the Management Company (Waqeel) and the Trustee

The Management Company (Waqeel) and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management services provided in accordance with the provisions of the Deed. Neither the Management Company (Waqeel) nor the Trustee shall make any charge against the Unit Holder (Muwakkil)s 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.

6.1.5 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

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

Distributors located outside Pakistan may, if so authorized by Trustee and the Management Company (Waqeel), be entitled to remuneration (from Management Company (Waqeel)'s own resources) on terms to be agreed between them and the Management Company (Waqeel), 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 (Waqeel)

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

Current level Management Fee is disclosed in **Annexure "B"**. Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to giving a (30) thirty days prior notice to the Unit Holder (Muwakkil)s and the Unit Holder (Muwakkil)s shall be given an option to exit at the applicable NAV without charge of any exit load.

6.2.2 Remuneration of the Trustee

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

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..

6.3 Formation Costs

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

6.4 Other costs and expenses

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

- (i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- (ii) All expenses incurred by the Trustee in effecting the registration of all registerable property in the Trustee's name.
- (iii) Legal and related costs incurred in protecting or enhancing the interests of the Unit Holder (Muwakkil)s.
- (iv) Bank charges, financing and financial costs;
- (v) Auditors' Fees and out of pocket expenses.
- (vi) Printing costs and related expenses for issuing Fund's quarterly, half-yearly and annual reports.
- (vii) Fund rating fee payable to approved rating agency.
- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed.
- (ix) Fee pertaining to the Fund payable to the Commission.
- (x) Taxes, fees, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (Waqeel) (for management of Fund).
- (xi) Charges and levies of stock exchanges, national clearing, Settlement Company and CDC charges.
- (xii) Any amount, which the Shariah Advisor may declare to be Haram and to be paid to Approved Charity Institution.
- (xiii) Shariah Advisory Fee and Shariah Audit Fee.
- (xiv) 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 (Waqeel) (for management of Fund)
- (xv) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.

6.5 Expenses Ratio

Total Expense ratio shall be capped up to 4.5% or any other limit as may be directed by SECP from time to time. For this purpose, the costs incurred in relation to any government levy on funds such as sales tax, 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 as applicable 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 as reduced by capital gains whether realized or unrealized is distributed amongst the Unit Holder (Muwakkil)s as dividend.

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

7.2 Withholding tax

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

7.3 Zakat on Fund

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

7.4 Taxation and Zakat on Unit Holder (Muwakkil)s

7.4.1 Taxation on Income from the Fund of the Unit Holder (Muwakkil)

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

7.4.2 Unit Holder (Muwakkil)s of the Fund will be subject to Income Tax as per applicable income tax rate on dividend income distributed by the Fund.

7.4.3 The tax deducted on dividend at the rates specified in Tax Laws will be the final tax (except for companies, or where specific exemption from withholding is available to any person(s).) and the payer will be required to withhold the amount of tax at source from payment of dividend except

payment to the banking companies.

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

7.4.5 Unit Holder (Muwakkil)s who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company (Waqeel) and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld. Unitholders (Muwakkil) 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 taxable as per Income Tax Ordinance, 2001

7.4.6 Zakat

Units held by resident Pakistani Unit Holder (Muwakkil)s 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 (Muwakkil) provides declaration in due course of time to the Management Company (Waqeel).

7.5 Disclaimer

The tax and Zakat information given above is based on the Management Company (Waqeel)'s tax advisor's interpretation of the law, which, to the best of the Management Company (Waqeel)'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 HOLDER (MUWAKKIL)S

8.1 Account Statement

AMC shall send a time-stamped acknowledgement for all transactions and activities in an investor's accounts with AMC to each unit or certificate holder on the registered postal address or through any electronic means including registered email and SMS provided by the unit or certificate holder within 48 hours of such transaction and activity. In case of acknowledgement through electronic means including email or SMS, a real-time intimation be sent for each transaction and activity: Provided that an Asset Management Company (Waqeel) may send electronic transaction/ activity acknowledgement, in lieu of a physical statement, through electronic means including the registered email address of the unit or certificate holder only after obtaining consent in writing from the unit or certificate holder for sending electronic acknowledgement.”,

The Unit Holder (Muwakkil) will be entitled to ask for copies of his account statement on any Dealing Day within Business Hours by applying to the Management Company (Waqeel)/Transfer Agent in writing and providing before the Cut-off Time.

AMC shall send an investment account statement to each unit or certificate holder on the registered postal address or through any electronic means including registered email provided by the unit or certificate holder on semi-annual basis within fifteen (15) days of close of such semi-annual period:

Provided that an Asset Management Company (Waqeel) may send electronic account statement, in lieu of a physical statement, through any electronic means including registered email to the unit

or certificate holder, only after obtaining consent in writing through physical or electronic means from the unit or certificate holder for sending electronic account statement: Provided further that an Asset Management Company (Waqeel) shall be required to send a semi-annual account statement to every unit or certificate holder, even if the respective unit/certificate holder has chosen the hold mail option:

Provided also that an Asset Management Company (Waqeel) shall provide the account statement to the investors within seven working days from the receipt of such request.

8.2 Financial Reporting

- (a) The Management Company (Waqeel) shall prepare and transmit the annual report in such form and manner as set out in Regulations as amended or substituted from time to time.
- (b) The Management Company (Waqeel) shall prepare and transmit quarterly reports 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 (Muwakkil), to be included in the annual and second quarter Financial Reports issued by the Management Company (Waqeel) to the Unit Holder (Muwakkil)s, as to whether in its opinion the Management Company (Waqeel) has in all material respects managed the Fund in accordance with the provisions of the Regulations, the Constitutive Documents and if the Management Company (Waqeel) 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 (Waqeel) shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to Unit Holder (Muwakkil)s and also make available at their web site.

9 WARNING AND DISCLAIMER

9.1 Warning

- 9.1.1 If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Legal advisor, Shariah Advisor or other financial advisor.
- 9.1.2 Investment 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 (Waqeel), the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance. The price of the Units of this Fund and the income of this Fund (from which distributions to Unit Holder (Muwakkil)s is made may increase or decrease

9.2 Disclaimer

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

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

10 GENERAL INFORMATION

10.1 Accounting Period / Financial Year of the Fund

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

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

10.2 Inspection of Constitutive Documents

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

Lucky Investments Limited

Finance & Trade Centre (FTC),
Ground Floor, Shahrah-e-Faisal,
Karachi.

Central Depository Company of Pakistan Limited

CDC House, 99-B, Block 'B', S.M.C.H.S
Main Shahrah-e-Faisal,
Karachi, Pakistan

10.3 Transfer of Management Rights of the Fund

The management rights of the Fund may be transferred to another Management Company (Waqeel) 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 (Waqeel) 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 (Waqeel) is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holder (Muwakkil)s representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be transferred to another Management Company (Waqeel);
- (iii) If in the opinion of the Commission further management of the Fund by the existing Management Company (Waqeel) is detrimental to the interest of the Unit Holder (Muwakkil)s, the Commission may direct the Trustee to transfer the Fund to another Management Company (Waqeel).
- (iv) If the Management Company (Waqeel) may retire voluntarily with the prior written consent of the Commission.

10.4 Extinguishment/Revocation of the Fund

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

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

10.5 Procedure and manner of Revocation of the Fund

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

10.6 Distribution of proceeds on Revocation

In case of Revocation of the Fund the Trustee shall according to the procedure laid down in Regulations refund the net proceeds to the Unit Holder (Muwakkil)s 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 (Waqeel) 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 (Waqeel) to be duly filled by the investors at the time of opening an account with the Fund.

“Accounting Period” means a period ending on and including an accounting date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to

the Trustee and (in any other case) from the next day of the preceding accounting period.

“Act” means the Companies Act, 2017.

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

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

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

“Auditor” means the Auditor of the Trust appointed by the Management Company (Waqeel), 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 (Waqeel) to deal in Units of the Funds managed by the Management Company (Waqeel).

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

“Authorized Investments” “Authorized Investments are those as defined in the **clause 2.3** of this Offering Document

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

“Bank Accounts” means those account(s) opened and maintained for the Trust by the Trustee in Islamic Bank or Islamic window of conventional banks, the beneficial ownerships in which shall vest in the Unit Holder (Muwakkil)(s).

“Back-end Load ” means the charge deducted from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back- end Load may be applied to different classes of Unit. Such load shall form part of the Trust Property of the Fund.

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

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

“Charity” is a portion of income that is declared by Shariah Advisor to be Haram, and means amount paid by the Trustee, upon instruction of the Asset Management Company (Waqeel) and in consultation with the Shariah Advisor, out of the income of the Fund to charitable/ welfare organization, representing income which is impermissible/Haram. The list of charitable/welfare organizations along with the amount paid shall be disclosed in the annual report.

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

“CIS” / “Collective Investment Scheme(s)” means Open-ended Scheme(s) managed by the Management Company (Waqeel) 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.

“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 (Waqeel) to hold and protect the Fund Property or any part thereof as custodian on behalf of the Trustee, and shall also include the Trustee itself if it provides custodial services for the Fund.

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

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

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

“Distribution Account” means the Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company (Waqeel) in which the amount required for distribution of income to the Unit Holder (Muwakkil)(s) 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 Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder (Muwakkil)(s).

“Distributor / Distribution Company” means Company(ies), Firm(s), Sole Proprietorship concern(s), individual(s), Banks or any other Financial Institution appointed by the Management Company (Waqeel) 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 (Waqeel) may itself also performs the Distribution Function.

“Distribution Function” means the functions with regard to:

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

Haram income means income that is declared Haram by Shariah Advisor

“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.

“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 (Waqeel) or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes the performance of the Deed in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods,

fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

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

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

“Fund” means “Lucky Islamic Stock Fund”, or “LISF”, 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 (Muwakkil)” 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 Period” or “Initial Offering Period” means a period determined by the Management Company (Waqeel) during which Units will be offered as mentioned in clause 1.6 of this Offering Document.

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

“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 (Waqeel) to identify, solicit and assist investors in investing in the Scheme. The investment facilitator/advisor is not authorized to perform the Distribution Functions. The Management Company (Waqeel) shall compensate the Investment Facilitators.

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

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

“Management Company (Waqeel)” is defined in the preamble hereto;

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

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

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

“Offering Document” means the prospectus or other document (issued by the Management Company (Waqeel) 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.100** for a Unit of the Fund.

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

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

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

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

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

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

“Register Function” means the functions with regard to:

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

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

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

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

“Sales Load” mean front-end load deducted at the time of investment or back end load charged at the time of redemption from Scheme. However, the load charged upon redemption and which forms part of the Scheme property shall not classify as sales load. An Asset Management Company (Waqeel) may charge cumulative sales load maximum upto 3% of the NAV per unit.

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

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

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

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

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

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

“Transfer Agent” means a company including a Bank that the Management Company (Waqeel) shall

appoint for performing the Registrar Functions. The Management Company (Waqeel) may itself perform the Registrar Function.

“Transfer Form” means a standardized form prescribed by the Management Company (Waqeel) 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 (Waqeel) and the Trustee along with all the exhibits appended hereto.

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

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

ANNEXURE "A"

TARIFF STRUCTURE FOR SHARIAH COMPLIANT EQUITY SCHEMES

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

Trustee Fee subject to review by either party.

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

ANNEXURE 'B'

Current Level of Front-end and Back-end Load:

Unit type	Front-End Load (%)	Back-End Load (%)
Growth	Up to 3%	NIL

Current Level of Management Fees

Management Company (Waqeel) shall be entitled to an accrued remuneration equal to an amount up to 4.00% of Average Annual Net Assets, within allowed expense ratio limit.

Management shall disclose actual rate of management fee charged as percentage of net assets of collective investment scheme in monthly Fund Manager Report.

Business Hours and Current Cut off Time

Transactions	Cut off Time
Application for issuance of units, redemption of units, conversion of units and transfer of units	Monday to Friday 9:00 am to 3:00 pm

Note:

- Any increase in the back end load structure and/or management fee shall be notified after prior approval of the Commission through a supplemental Offering Document.
- Any change in the above-mentioned Cut-Off Timings/Business Hours including for the month of Ramadan shall be notified to the Unit-Holders through website of the Management Company (Waqeel).

ANNEXURE "C"

Designated Distribution Outlets

Management Company (Waqeel) of the Fund is Lucky Investments Limited and other information of the Fund can be collected from the address of the Management Company (Waqeel) available on www.luckyinvestments.com.pk or from the branches of the Distribution Company.

Lucky Investments Limited

Ground Floor,
Finance & Trade Centre (FTC)
Shahrah-e-Faisal,
Karachi.

ANNEXURE “D”

FORMS

All Forms are available on Management Company (Waqeel) Website at www.luckyinvestments.com.pk

ANNEXURE "E"

Shariah Advisor

Mufti Muhammad Hassaan Kaleem

Mufti Muhammad Hassaan Kaleem is a prominent personality in the Islamic Finance Industry. He has vast experience in matters of Shariah teachings and advisory and has been a faculty member of Darul Uloom Karachi for over 24 years. He is also the Vice Chairman Shariah Board of Dubai Islamic Bank Pakistan Limited, a Shariah Board Member of the Islamic Development Bank (IsDB Jeddah) and its associate institutions, Chairman Shariah Board of Pak-Qatar Takaful, Shariah Consultant for Deloitte (Global Islamic Finance Team), and a Shariah Council Member of Al Ameen UBL Funds.

In addition, Mufti Hassaan is also a Shariah Board Member of Hanover Re-Takaful - Bahrain, a Shariah Board Member of Takaful Emirate - UAE, a Shariah Board Member of Amana Bank Limited - Sri Lanka, a permanent faculty member of the Center for Islamic Economics of Darul Uloom Karachi, a Trainer of Shariah Standards at the Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI) - Bahrain, a Trainer at Institute of Business Administration (IBA-CEIF) and a visiting faculty member of the National Institute of Banking and Finance (NIBAF).