

The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Risk Disclosure in Clause 2.4 and Warnings in Clause 11 before making any investment decision.

OFFERING DOCUMENT OF

NAFA ISLAMIC MULTI ASSET FUND

MANAGED BY

National Fullerton Asset Management Limited

CLAUSE	TABLE OF CONTENTS	PAGE NO.
1.	CONSTITUTION OF THE SCHEME	5
1.1	Constitution	5
1.2	Registered Address, Place and Date of Creation	6
1.3	Trust Deed	6
1.4	Modification of Trust Deed	6
1.5	Duration	7
1.6	Units	7
1.7	Open-end Fund	8
1.8	Initial Offer	9
1.9	Transaction in Units after Initial Offering Period	9
2.	INVESTMENT OBJECTIVES, INVESTMENT POLICY, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER	9
2.1	Investment Objectives	9
2.2	Changes in Investment Policy	16
2.3	Investment Restrictions and Exposure Limits	16
2.4	Risk Disclosure	19
2.5	Disclaimer	21
3.	OPERATORS AND PRINCIPALS	21
3.1	Management Company	21
3.2	Board of Directors of the Management Company	23
3.3	Trustee	30
3.4	Core Investors	31
3.5	Transfer Agent	31
3.6	Custodian	31
3.7	Distributors/ Facilitators/Sales Agent	32
3.8	Shariah Compliance	32
3.9	Auditors	34
3.10	Legal Advisors	35
3.11	Bankers	35
4.	CHARACTERISTICS OF UNITS	36
4.1	Classes of Units	36
4.2	Types of Units	37
4.3	Purchase and Redemption of Units	40
4.4	Procedure for Purchase of Units	40
4.5	Procedure for Redemption of Units	44
4.6	Procedure for Requesting Change in Unit Holder Particulars	45
4.7	Procedure for Pledge / Lien / Charge of Units	47
4.8	Suspension of Dealing, Queue System and Winding Up	48
4.9	Issue and redemption of Units in extraordinary circumstances	49
4.10	Frequency of Valuation, Dealing and Mode of the Price Announcement	50
4.11	Purchase (Offer) and Redemption (Repurchase) of Units Outside Pakistan	51
4.12	Transfer, Transmission and Conversion Procedure	51
5.	DISTRIBUTION POLICY	53
5.1	Distribution Policy	53
5.2	Declaration of Dividend	53
5.3	Determination of Distributable Income	53
5.4	Reinvestment of Dividend	54
5.5	Bonus Units	54
5.6	Payment of Dividend	54
5.7	Dispatch of Dividend Warrants/Advice	55
5.8	Closure of Register	55

6.	FEE AND CHARGES	55
6.1	Fees and Charges Payable by an Investor	55
6.2	Fees and Charges Payable by NAFA Islamic Multi-Asset Fund	56
6.3	Expenses of the Management Company and the Trustee	57
7.	TAXATION	57
7.1	Taxation on the Income of the Fund	57
7.2	Taxation on Unit Holders	58
7.3	Dividends	59
7.4	Disclaimer	59
8.	REPORTS AND ACCOUNTS	59
8.1	Financial Year of NAFA Islamic Multi-Asset Fund	60
8.2	Financial Reporting	60
9.	SERVICE TO UNIT HOLDERS	60
9.1	Availability of Forms	60
9.2	Register of Unit Holders	61
9.3	Information in the Register	61
9.4	Account Statement	62
9.5	Certificates	62
9.6	Replacement of Certificates	62
9.7	Pledge/Lien of Units/Charge	63
9.8	Nomination	63
10.	FINANCIAL INFORMATION	64
10.1	Auditors Certificate on Core Investors' Investment in the Units of the Fund	64
10.2	Auditors Certificate on the Net Asset Value of the Fund	65
10.3	Formation Cost	66
11.	WARNING	66
11.1	Offering Document	66
11.2	Fluctuation in Price and Income	66
11.3	Warning and Disclaimer	66
12.	GENERAL INFORMATION	67
12.1	Inspection of Constitutive Documents	67
12.2	Date of Publication of Offering Document	67
13.	TERMINATION OF NAFA ISLAMIC MULTI-ASSET FUND	67
13.1	By the Management Company	67
13.2	By the Securities and Exchange Commission of Pakistan	67
13.3	Winding up	68
14.	GLOSSARY	68
15.	ARBITRATION	81
	ANNEXURE A	83
	ANNEXURE B	84
	ANNEXURE C	85
	ANNEXURE D	92

OFFERING DOCUMENT OF
NAFA ISLAMIC MULTI ASSET FUND (NIMF)

MANAGED BY

National Fullerton Asset Management Limited

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

Date of Publication of Offering Document October 12, 2007

Initial Offering Period: October 22, 2007 to October 26, 2007 (both days inclusive)

The NAFA Islamic Multi Asset Fund (the Fund/the Scheme/the Trust/the Unit Trust/NIMF) has been established through a Trust Deed (the Deed), entered into between National Fullerton Asset Management Limited, the Management Company, and Central Depository Company of Pakistan Limited, the Trustee, and is authorized under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the Rules).

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 NAFA Islamic Multi Asset Fund (the Fund) under Rule 67 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the Rules). The SECP has approved this Offering Document, under Rule 70 of the Rules.

It must be clearly understood that in giving this approval, the 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.

The provisions of the Trust Deed and the Rules govern this Offering Document. It sets forth information about the Fund that a prospective investor should know before investing in the Fund. Prospective investors should consult one or more from amongst their legal adviser, stock broker, bank manager or other financial adviser.

Investors must recognize that the investments involve varying levels of risk. The portfolio of the Fund consists of investments, listed as well as unlisted, that are subject to market fluctuations and risks inherent in all such investments. Neither the value of the Units in the Fund nor the dividend declared by the Fund is, or can be, assured. Investors are requested to read the Risk Disclosure and Warnings statement contained in Clause 2.4 and Clause 11 respectively in this Offering Document. All investments of the Fund shall be in adherence to the Islamic Shariah. It is possible that adherence to the Islamic Shariah will cause the

Fund to perform differently from funds with similar objectives, but that are not subject to the requirements of Islamic Shariah.

Filing of the Offering Document

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

1. License No. NBFC-II/04/AMC/02/2007 dated February 23, 2007 granted by SECP to NAFA to carry out Asset Management Services;
2. License No. NBFC-II/7/IAS/1/2007 dated March 21, 2007 granted by SECP to NAFA to carry out Investment Advisory Services;
3. SECP's letter No. SEC/NBFC-II/JD/NIIF&NIMAF/2007-554 dated 02 August 2007 approving the appointment of Mufti Bilal Ahmed Qazi as the Shariah Advisor of NAFA Islamic Multi Asset Fund
4. SECP's Letter No. SEC/NBFC-JD-II/NIMAF/2007/614 dated August 20, 2007 approving the appointment of CDC as the Trustee of NAFA Islamic Multi Asset Fund;
5. Trust Deed (Deed) of NAFA ISLAMIC MULTI ASSET FUND dated August 20, 2007 between National Fullerton Asset Management Limited (NAFA) as the establisher and the Management Company and Central Depository Company of Pakistan Limited (CDC) as the Trustee;
6. SECP's Letter No. SCD/NBFC-II/JD/NIMAF/659/2007 dated September 03, 2007 authorizing NAFA ISLAMIC MULTI ASSET FUND under Rule 67 of NBFC Rules 2003;
7. Letters from A. F. Ferguson & Co., Chartered Accountants, Auditors of NAFA Islamic Multi-Asset Fund, consenting to the issue of statements and reports;
8. SECP's letter No. SEC/NBFC-II/JDI/NIMAF/728/2007 dated October 3, 2007 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 August 20, 2007 between:

National Fullerton Asset Management Limited (NAFA), a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its registered office at 9th Floor, Adamjee House, I.I.Chundrigar Road, Karachi, as the Management Company; and

Central Depository Company of Pakistan Limited (CDC), a public limited company, incorporated in Pakistan under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block 'B', S.M.C.H.S., Main Shahra-e-Faisal, Karachi, Pakistan, as the Trustee.

1.2 Registered Address, Place and Date of Creation

Registered address of National Fullerton Asset Management Limited is 9th Floor, Adamjee House, I.I.Chundrigar Road, Karachi. The Trust was created on August 20, 2007 at Karachi. The official web site address of National Fullerton Asset Management Limited is www.nafafunds.com

1.3 Trust Deed

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

1.4 Modification of Trust Deed

The Trustee and the Management Company, acting together and with the approval of SECP, shall be entitled by supplemental deed(s) to modify, alter or add to the provisions of the Deed on any of the following grounds:

- 1) To such extent as may be required to ensure compliance with any applicable laws and regulations or any amendment of such laws and regulations;
- 2) To enable the provisions of the Deed to be more conveniently and efficiently implemented;
- 3) To enable the Units to be listed on a Stock Exchange or any other Exchange; or
- 4) Otherwise to the benefit of the Unit Holders.

Provided that in case of (2), (3) and (4) above, such alteration or addition shall not prejudice the interest of the Unit Holders; and that, in any event, it shall not release the Trustee or the Management Company of their responsibilities.

Where the Deed has been altered or supplemented, the Management Company shall notify to the Unit Holders at their respective registered addresses and the dispatch of such notices to the Unit Holders will be announced in one daily newspaper having its primary circulation in Pakistan.

However, if the Commission (SECP) modifies the Rules for all the funds, these will be deemed to have been included in the Constitutive Documents without requiring any modification as such.

1.5 Duration

The duration of the Fund is perpetual. However, the SECP or the Management Company may, on the occurrence of certain events, wind it up as stated in Clause 13 of this Offering Document under the heading **"Termination of NAFA Islamic Multi-Asset Fund"**.

1.6 Units

1.6.1 The Fund is divided into Units having an initial Offer price of Rs. 10/- (Rupees Ten only) each. This price is applicable to such Units that are issued before or during the Initial Offer period. Thereafter, the Units shall be issued and redeemed on the basis of the Net Asset Value (NAV) of NIMF, which shall form the base for determining the Offer and Repurchase Prices.

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 has a beneficial interest in NIMF proportionate to the Units held by such Unit Holder. For the convenience of investors, the Management Company may issue Units with different options for different arrangements as chosen by the investor from time to time.

1.6.2 The Management Company may issue the following Classes and Types of Units:

a. Classes of Units

- (i) Class "A" (Restricted/Core Units) issued to the Core Investors with no Sales Load. These Units cannot be redeemed for a period of two (2) years from the date of closure of Initial offer. However, such Units are transferable.
- (ii) Class "A" Units being offered and issued during the Private Placement and Initial Period of Offer (IPO) with no Sales Load.
- (iii) Class "B" Units, which shall be offered and issued after the Initial Period of Offer and with or without Sales Load.

b. Types of Units

- (i) **Growth Units:** The Unit value grows in line with the growth in the NAV, and the Unit Holders shall have the option to receive distribution income in the form of cash or bonus units. The Unit Holders shall choose one of the following two options:
 - a) Growth Units with the option of receiving a Cash Dividend at the time of distribution.

- b) Growth Units with the option of receiving bonus Units at the time of distribution.
- (ii) **Income Units:** The Unit Holders exercise the option of redeeming a certain number of Units for fulfilling their requirement of a certain cash amount at Regular Intervals (i.e. monthly, quarterly, semi-annually or annually). Such instructions shall be given in writing at the beginning of each regular interval or at the time of purchase of Units. Depending upon the instructions given by the Income-Unit Holders, the Income Units are further classified into two types:
- **Flexible Income Units** – The Flexible Income Unit Holders, at the time of purchase or beginning of an interval, authorize the Management Company to decide the quantum of part redemption of their unit holdings at the end of every regular interval based on the performance (NAV growth) of the Scheme during that regular interval.
 - If the value of investment increases (due to growth in NAV) during an interval, the Management Company will calculate the number of units to be redeemed in such a manner that the total redemption value of such units is equal to the increase in the value of investment during that interval.
 - If the value of investment falls (due to fall in NAV) during an interval, the Management Company will not redeem any units at the end of that interval.
 - **Fixed Income Units** – The Fixed Income Unit Holders, at the time of purchase or beginning of an interval, specify a fixed cash amount required by them at regular intervals and authorize the Management Company to redeem (at the prevailing NAV) such number of units from their holding that in rupee terms is equivalent to the specified fixed amount required at the end of every regular interval.

As a result of operation of this Clause, the capital invested may deplete in case sufficient returns are not earned to cover the amount required by the Unit Holder.

- c. The Management Company shall, calculate the redemption value to be paid to the Income Unit Holder(s) based on the Redemption Price of that day.

1.7 **Open-end Fund**

It shall offer and redeem Units on a continuing basis subject to terms contained herein and the Rules. There is no upper limit set on the Units to be issued to a single Unit Holder or on the total number of Units to be issued to the public. However, the Management Company may impose, from time to time, certain amounts of minimum monetary investment limits to facilitate economical and efficient management of investors' accounts. Fractional Units will be issued to enhance economical and efficient handling. Units are also transferable. Units will be issued in registered, un-certificated form and will be confirmed to investors by means of an account statement issued by the Transfer Agent. Certificates representing the Growth Units will be issued only if so requested by the Unit

Holder at the time of application or at any later stage and upon payment of a fee not exceeding Rs. 25/- per certificate, subject to revision of this fee from time to time by the Management Company.

1.8 Initial Offer

Initial Offer is made during the Initial Period which will be five Business Days and begins at the start of the banking hours on **October 22, 2007** and shall end at the close of the banking hours on **October 26, 2007**. During the Initial Period, Units will be issued at an Initial Price of Rs.10/- per Unit. During the Initial Period of Offering, Units will not be redeemed.

1.9 Transaction in Units after Initial Offering Period

Subsequent to the Initial Offer, the sale of Units at Initial Price will be discontinued. Afterwards, the Units can be purchased at the Offer Price and redeemed at the Redemption Price. The Management Company will fix the Offer (Purchase) and Redemption (Repurchase) Prices on every Dealing Day on the basis of the Net Asset Value (NAV) of the Units after the close of the Stock Exchange(s) / Financial Market(s) / Business Hours. In the event there are closed days, for any reason, following a Dealing Day, the NAV determined for the next Dealing Day shall be adjusted for the accrual of income or losses if any for such closed day(s). The NAV based price per unit shall be fixed after adjusting for the Front-end Load or the Back-end Load as the case may be and any Transaction Costs that may be applicable. Except for circumstances elaborated in Clause 4.8 of this Offering Document, such prices shall be applicable to Purchase and Redemption requests, complete in all respects, received during the business hours on the Dealing Day.

The Management Company may issue Units without Sales Load or with a reduced Sales Load to Unit Holders opting to receive Units in lieu of dividends.

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

2.1 Investment Objective

The objective of NAFA Islamic Multi-Asset Fund (NIMF) is to provide investors with a combination of capital growth and income by investing in Shariah Compliant investments. NIMF aims to achieve attractive returns at moderate levels of risk by investing in a variety of Shariah Compliant securities, instruments and avenues such as Equities, Musharakah, Murabahah, Ijarah etc.

2.1.1 Investment Policy

NAFA Islamic Multi Asset Fund (NIMF) may invest in any of the Authorized Investments as allowed by the Trust Deed. The Fund Manager may shift allocation among various asset classes based on his/her analysis and expectations of capital markets. However, in order to achieve diversification benefits, the Fund Manager will not at anytime invest in excess of the maximum limit or less than the minimum limit laid down in this Offering Document for any of the authorized investments.

Allocation among various asset classes will be based on analysis of macro and micro variables such as economic growth rates, political climate, corporate earnings, etc. Fundamental and technical models will be employed and qualitative and quantitative analysis will be conducted to decide asset class allocation subject to exposure limits and to identify undervalued securities.

The policy weights of the Fund are 50% Shariah Compliant Income investments (including ready futures spread) and 50% Shariah Compliant Equity investments. The Fund Manager has the flexibility to invest a minimum of 30% and a maximum of 70% in the Income and Equity asset classes.

NAFA Islamic Multi Asset Fund is a Balanced Fund and its "Authorized Investments" would comprise of diversified Portfolio of Shariah-Compliant investments including Shariah-Compliant investments available outside Pakistan. The allocation between various investments will depend on prevailing market conditions and opportunities and will comprise the following investments:

Sr. No.	Authorized Investment	Minimum Entity Rating	Minimum Instrument Rating	Maximum exposure limit	Minimum exposure limit
1.	Shariah compliant Equity Securities listed on the Stock Exchange or for the listing of which an application has been approved by a stock exchange.	N/A	N/A	70%	30%
2.	Depository receipts such as Global Depository Receipts (GDR) and / or American Depository Receipts (ADR).	N/A	N/A	30%	0%
3.	Certificates, contracts, securities, instruments issued by companies, organizations, and establishments issued on the principles of Bai' Salam, Istisna'a, Mudarabah, Musharakah, Ijarah, Bai' Mu'ajjal and Murabahah	If entity is rated: Investment grade i.e. BBB or above If entity is unrated: investment will be made after thorough fundamental analysis	N/A N/A	70% 30%	0% 0%
4.	Spread Transactions	N/A	N/A	50%	0%

	in Shariah Compliant local listed securities, Global Depositary Receipts (GDR) and/or American Depositary Receipts (ADR), as the case may be, issued by entities, as approved by Shariah Advisor				
5.	Shariah Compliant debt / money market instruments	Investment grade i.e. BBB or above (other than sovereign entities)	N/A	70%	0%
6.	<ul style="list-style-type: none"> Secured and listed Shariah Compliant securities issued by local governments, government agencies 	N/A	N/A	50%	0%
	<ul style="list-style-type: none"> Secured and un-listed Shariah Compliant securities issued by local governments, government agencies 	N/A	N/A	40%	0%
7.	<ul style="list-style-type: none"> Secured and listed Shariah Compliant securities issued by private sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
	<ul style="list-style-type: none"> Secured and un-listed Shariah Compliant securities issued by private sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	40%	0%
8.	<ul style="list-style-type: none"> Secured and listed Shariah Compliant securities issued by public sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
	<ul style="list-style-type: none"> Secured and un-listed Shariah Compliant securities issued by 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	40%	0%

	public sector entities and/or financial institutions				
9.	• Un-secured and listed Shariah Complaint securities issued by local governments, government agencies	N/A	N/A	30%	0%
	• Un-secured and un-listed Shariah Complaint securities issued by local governments, government agencies	N/A	N/A	20%	0%
10.	• Un-secured and listed Shariah Complaint securities issued by private sector entities and/or financial institutions	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	30%	0%
	• Un-secured and un-listed Shariah Complaint securities issued by private sector entities and/or financial institutions	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	20%	0%
11.	• Un-secured and listed Shariah Complaint securities issued by public sector entities and/or financial institutions	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	30%	0%
	• Un-secured and un-listed Shariah Complaint securities issued by public sector entities and/or financial institutions	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	20%	0%
12.	Certificate of investment based on Shariah Complaint structures	Investment grade i.e. BBB or above	N/A	30%	0%
13.	Shariah Compliant Term Finance Certificates	Investment grade i.e. BBB or above	Investment grade i.e. BBB or	50%	0%

			above		
14.	Shariah Compliant Participation Term Finance Certificates	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
15.	Sukuk Islamic Bonds and other Shariah based Bond Structures and debentures	Investment grade i.e. BBB or above (other than sovereign entities)	Investment grade i.e. BBB or above (other than those issued by sovereign entities)	70%	0%
16.	Placements of Funds under Mudarabah, Musharakah, Murabahah, Istisna'a, and Ijarah arrangement	If entity is rated: Investment grade i.e. BBB or above If entity is unrated: investment will be made after thorough fundamental analysis	N/A	70%	0%
			N/A	30%	0%
17.	Placements of <i>riba free</i> deposits with Islamic banks or Islamic financial institutions or with Islamic branches/windows of other banks or financial institutions	Investment grade i.e. BBB or above	N/A	50% (max. exposure per entity will not exceed 15%)	0%
18.	Placements of <i>riba free</i> deposits in foreign currencies with Islamic banks or Islamic financial institutions or with Islamic branches/windows of other banks or financial institutions	Investment grade i.e. BBB or above	N/A	40% (max exposure per entity will not exceed 15%)	0%
19.	The above and other Shariah-Compliant investments available outside Pakistan, subject to	N/A	N/A	30% (subject to a cap of US\$15 million)	0%

	SECP and Shariah Advisor's approval, including: i. international Shariah approved equities; ii. international profit bearing securities; iii. international Shariah compliant debt/money market instruments; iv. foreign currency Shariah compliant bank deposits and certificates of investment; v. international Shariah compliant mutual funds.				
20.	Any other Shariah Compliant asset-backed securities	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
21.	Any other securities or instruments that may be permitted or approved by the SECP and the Shariah Advisor from time to time	N/A	N/A	N/A	N/A

Where ratings are mentioned for both entity and instrument:

- either the entity or the instrument should be rated to qualify for investment
- either the entity or the instrument should have investment grade rating to qualify for investment

For instruments issued by the local, provincial or federal government or one of its agencies, the rating requirement shall not apply.

Investments outside Pakistan will enable the Fund to diversify risk as well as avail opportunities for higher returns in international markets. Foreign investment by the Fund is subject to the following limits:

- 30% of the Net Assets of the Fund.
- The above percentage is subject to a cap of US\$ 15 million.

The Fund Investment Process will be based on an asset allocation structure, executed through the following investment considerations:

- 1) Asset class weights between Shariah Compliant Equity investments and Shariah Compliant Income investments will be assigned on the basis of macro-economic factors and the valuation of stock market. The fund would decide to allocate up to a maximum of 70% in any of these two asset classes. Broad market variables such as capital market valuations and corporate earnings would be combined with the economic and political risks to decide the asset class weightages. Following is the investment methodology for each of the two asset classes:
- 2) The stock selection process will be a two phase approach, namely quantitative screening and fundamental analysis. Stock ranking based on the first phase shall be eligible for a detailed fundamental analysis.

Quantitative screening phase will take place in two stages. In the first stage, Shariah Compliant investments in equities will be identified on the basis of the criteria researched upon and approved by the Shariah Advisor. The Shariah Advisor may revise the above criteria as the Stock Market develops and evolves.

In the second stage of quantitative screening, the basis of stock selection would be value, growth and quality characteristics of stocks.

The quantitative screening process leads to the second phase of fundamental analysis whereby financial strength of the firm would be analyzed in addition to quality of management and business prospects.

- 3) On the income side, the Fund's Investment Process will be based on fundamental analysis of securities and will consider the following key parameters:
 - a) **Sponsor of the issue:** Investments will be made keeping in mind the market reputation and past track record of the issuing entity and its main sponsors.
 - b) **Strength of financials and ability to repay:** The strength and stability of the issuing company's earnings will be taken into consideration and special focus will be made on its cash flows and the resultant ability to repay the debt.
 - c) **Expected rate of return:** Attempt will be made to invest in those securities that offer competitive expected returns vis-à-vis other similar investments in the market.
 - d) **Industry fundamentals and future outlook:** Industry outlook and its future potential will also be looked into at the time of investing in any company's income instruments.

Disposal of Haram Income

Where some haram income accrues to the Fund, it will be donated to a charity in order to purify the Fund's income. This will be done in accordance with the guidelines issued by the Shariah Advisor from time to time.

2.1.2 Risk Control in the Investment Process

Investment process requires disciplined risk management. NAFA would incorporate adequate safeguards for controlling risks in the portfolio construction process. The investment restrictions defined in section 2.3 will reduce risk and result in portfolio diversification.

NAFA's investment team aims to identify securities after proper credit evaluation of the securities proposed to be invested in. In addition to its in-house research, NAFA will be guided by external research as well as the ratings of recognized credit rating agencies. In case an income instrument and the issuing entity both are not rated, necessary clearance of the Investment Committee will be obtained for such an investment.

2.1.3 Management Company Can Alter Investment Mix

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

2.2 Changes in Investment Policy

The investment policy will be governed by the Rules (subject to any exemptions provided to the Fund specifically by SECP). Any fundamental change in the Investment Policy will be implemented only after obtaining prior approval from SECP and giving proper notice to the Unit Holders to the satisfaction of the Trustee.

2.3 Investment Restrictions and Exposure Limits

The Fund shall follow the investment restrictions and exposure limits imposed by the Rules. In the event of any changes in the investment restrictions in the Rules, restrictions applicable to NIMF shall automatically be applied. The present exposure limits and restrictions are given hereunder:

1. The Fund shall not at any time purchase or sell:
 - Bearer securities;
 - Securities on margin;
 - Securities which result in assumption of unlimited liability (actual or contingent);
 - Real estate or interest in real estate save and except that the Management Company may invest in securities secured by real

estate or interest therein or equity securities issued by companies that invest in real estate or interest therein;

- Invest in anything other than Authorized Investments as defined herein;
- Participate in a joint account with others in any transaction;
- Make short sale of any security or maintain a short position;

2. As per Rule 71(4) of the Rules, the Scheme shall not invest more than twenty five (25) percent of its Net Assets in securities of any one sector as per classification of the stock exchange(s). However, the SECP, vide its letter no SEC/NBFC-II/JD/NIMAF&NIIF/2007/539 dated 24 July 2007, has granted relaxation to NAFA Islamic Multi Asset Fund (NIMF) whereby the Scheme (NAFA Islamic Multi Asset Fund) shall not invest more than thirty percent (30%) of its Net Assets in securities of any one sector as per classification of the stock exchange(s).

3. As per Rule 71(3) of the Rules, investment of a Scheme in any company shall not, at any time, exceed an amount equal to 10% of the total Net Assets of the Scheme at the time of investment or 10% of the issued capital of the investee company. However, the SECP, vide its letter no. SEC/NBFC-II/JD/NIMAF&NIIF/2007/539 dated 24 July 2007, has granted relaxation to NAFA Islamic Multi Asset Fund (NIMF) whereby investment of the Scheme (NAFA Islamic Multi Asset Fund) in any company shall not, at any time, exceed an amount equal to fifteen percent (15%) of the total Net Assets of the Scheme at the time of investment or fifteen percent (15%) of the issued capital of the investee company.

4. In the event, the weightages of the securities or the sectors exceed the limits laid down in clauses 2.3.2 & 2.3.3 of this Offering Document as a result of the relative movement in the market prices of the investments or any corporate actions (including bonus shares or right shares) or through any disinvestment, the Management Company shall bring the exposure within the prescribed limits within three months of the event. The Management Company will not invest further in such shares or sectors while the deviation exists. However, this restriction on purchase shall not apply to any offer of right shares or any such other offering if the Management Company is satisfied that accepting such offer is in the interest of the Trust provided that the Management Company will bring exposure within limits in three months as mentioned above.

5. The SECP, vide its letter no SEC/NBFC-II/JD/NIMAF&NIIF/2007/539 dated 24 July 2007, has permitted that the limit for investment in a single mutual fund operating outside Pakistan shall be equal to the relaxed limit of exposure to one company with no sector limit. The exposure limit for overseas investments shall also be calculated with reference to the total fund size.

2.3.1 Financing Arrangements

1. At the request of the Management Company, the Trustee may make arrangements with Islamic Banks or Financial Institutions or Islamic windows of conventional Banks or Financial Institutions for arranging finance which will be utilized only to meet redemption of units.
2. The charges payable to any Bank or Financial Institution against financings on account of the Fund shall not be higher than the normal prevailing bank charges or normal market rates for similar services or facilities.
3. The maximum financing for the account of the Trust shall not exceed fifteen percent (15%) of the total Net Assets Value of the Scheme or such other limit as may be provided in the Rules. If subsequent to such financing, the Net Assets are reduced as a result of depreciation in the market value of the Fund Property or redemption of Units, the Management Company shall not be under any obligation to reduce such financing.
4. The financing so obtained shall be repayable within a period of 90 days.
5. Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such financings from Banks and Financial Institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such financings.
6. For the purposes of securing any such borrowing the Trustee may on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Fund Property provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Rules and/or any law for the time being in force.
7. Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that Unit Holders may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

2.3.2 Restriction of Transactions with Connected Persons

- i. The Fund Property shall not be invested in any security of a company if any Director or Officer of the Management Company individually owns more than five percent (5%) of the total nominal amount of the securities issued or collectively the Directors and Officers of the Management Company in their individual capacities own more than ten percent (10%) of those securities.
- ii. The Fund shall not purchase from or sell any security to the Management Company or the Trustee or to any Director, Officer or Employee of the Management Company or to any person who beneficially owns ten

percent (10%) or more of the equity of the Management Company, save in the case of such party acting as an intermediary.

- iii. For the purpose of sub-paragraphs (i) and (ii) above the term Director, Officer and Employee shall include spouse, lineal ascendants and descendants, brothers and sisters.

2.4 Risk Disclosure

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

- 2.4.1 **Equity Risk:** Share prices are generally volatile and may go up or down because of their dependence on market sentiments, speculative activity, supply and demand for the shares and liquidity in the market. Mutual funds that purchase shares become part owners in the companies. The companies' performance, domestic and/or industry outlook with respect to technological and consumer behavior dynamics, market activity and the larger economic scenario influence the price of these shares. Moreover, lack of trading in the investee companies' securities may result in liquidity crisis. When the economy is expanding, the outlook for many companies is positive and the value of these shares may rise, and vice versa. Share prices are also affected by the quality of the management of investee companies.

For smaller companies, start-ups, resource companies and companies in emerging sectors, the risk and potential rewards are usually greater.

- 2.4.2 **Credit Risk:** Credit risk is comprised of default risk, credit spread risk and downgrade risk. Each can have a negative impact on the value of Shariah Compliant Income investments.
 - a) **Default risk** is the risk that the issuer will not be able to meet the obligation, either on time or at all.
 - b) **Credit spread risk** is the risk that there will be an increase in the difference between the expected rate of return of an issuer's security and the rate of return of a risk free security. Credit spreads are based on macroeconomic scenario in the domestic and/or global perspective. An increase in credit spread may decrease the value of Shariah Compliant Income investments.
 - c) **Downgrade risk** is the risk that a credit rating agency, such as PACRA or JCR-VIS or any other reputed international credit rating agency, may reduce the credit rating of an issuer's securities. Downgrades in credit rating may decrease the value of Shariah Compliant Income investments.

- 2.4.3 Currency Risk:** The Fund may be affected favorably or unfavorably by changes in currencies and exchange control regulations. Therefore, the income earned by NIMF may also be affected by fluctuations in foreign exchange rates.
- 2.4.4 Pricing Risk:** The market values of the investments of the Fund may rise or fall due to market factors.
- 2.4.5 Risk related to Profit & Loss sharing:** The Fund may invest in Shariah Compliant instruments on a profit/loss basis and there is a possibility that the net result from such investment may be a loss.
- 2.4.6 Government Regulation Risk:** Government policies or regulations are more prevalent in some sectors than in others. Funds that invest in these sectors may be affected due to change in these regulations or policies, which directly or indirectly affect the earnings and/or the cash flows and/or any governmental or court orders restraining payment of capital, principal or income.
- 2.4.7 Voluminous Purchase/Redemption of Fund Units Risk:** Any significant transaction made by any investor could significantly impact the Fund's cash flow. If a third party buys large amounts of units of the Fund, the Fund could temporarily have a high cash balance. Conversely, if a third party redeems large amounts of units of the Fund, the Fund may be required to finance the redemption by selling securities at an inopportune time. Such unexpected sales or redemptions may have a negative impact on the performance of the Fund.
- 2.4.8 Other Risks Involved:**
- a) Mismanagement of the investee company, third party liability whether through class action or otherwise or occurrence of other events such as strikes, fraud etc., in the company in which the investment is made.
 - b) Break down of law and order, war, terrorist activity, natural disasters etc.
 - c) Senior rights of some stake holders over other stake holders in the event of winding up.
- 2.4.9** Under exceptional (extraordinary) circumstances, the Management Company may suspend redemptions, invoke a queue system or announce winding-up of the Fund. In such events, the investor will probably have to wait for payment beyond the normal period and the redemption amount so determined may be lower than the price at the time the redemption request was lodged. Investors are advised to read the relevant clauses of the Fund's Trust Deed for more detailed information regarding this clause.
- 2.4.10 Risks specific to foreign investments**
The Fund may invest outside Pakistan & such investments may be exposed to additional risks including political, economic & exchange rate risks that may reduce the value of the investments. However, evidence shows that diversifying internationally tends to reduce the overall volatility of the portfolio and thus may reduce risks for investors.

2.4.11 Investment in the Fund is suitable for investors who have the ability to take the risks associated with financial and capital market investments. Capital invested in the financial and capital markets could, in extreme circumstances, lose its entire value. However, diversification of the investment into a number of highly liquid equities, income securities and repurchase transactions tends to reduce the risk substantially. The historical performance of the Funds, the financial and capital market or that of any one security or transaction included in the Fund's portfolio does not indicate the future performance.

2.5 Disclaimer

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

3. OPERATORS AND PRINCIPALS

3.1 Management Company

3.1.1 Organization

National Fullerton Asset Management Limited (NAFA) is a Non-Banking Finance Company with a license to undertake Asset Management Services as per the NBFC Rules. The main sponsors of NAFA are National Bank of Pakistan, NIB Bank Limited and Alexandra Fund Management Pte. Ltd., (a member of Fullerton Fund Management Group, Singapore, which in turn is a wholly owned subsidiary of Temasek Holdings, Singapore). NAFA's main area of business is Investment Management; more specifically floating and managing mutual funds and discretionary management of institutional portfolios. NAFA's vision is to establish itself as a premier Asset Management Company that capitalizes on the technical and institutional strength of its promoters to consistently offer creative and pioneering domestic and international products to meet varying needs of investors. Its mission is to rank in the top performing quartile of Asset Management Companies and to consistently offer superior risk-adjusted returns to investors.

The paid-up capital of NAFA is Rs. 250 million, held by:

Name	Number of Shares Held	Amount in Rupees
Alexandra Fund Management Pte. Ltd.	8,999,998	89,999,980/-
National Bank of Pakistan	6,749,998	67,499,980/-
NIB Bank Limited	6,749,998	67,499,980/-
Dr. Amjad Waheed	2,500,000	25,000,000/-
Mr. Masood Karim Shaikh	1	10/-
Mr. Gerard Lee How Cheng	1	10/-
Mr. Khawaja Iqbal Hassan	1	10/-

Mr. Patrick Pang Chin Hwang	1	10/-
Mr. Sheikh Khalid Jamil	1	10/-
Mr. Shahid Anwar Khan	1	10/-
TOTAL:	25,000,000	250,000,000/-

NAFA is the first public/private sector partnership in the mutual fund industry of Pakistan, backed by major financial institutions. This partnership is expected to build confidence among investors who are usually wary of the mutual funds operating in the market because of heavy stake of brokerage houses in the ownership and management of these companies, which may result in a conflict of interest.

3.1.2 National Bank of Pakistan

- Pakistan's largest commercial bank with total assets of Rs. 634 billion and deposits of Rs. 504 billion (as on 31 March 2007).
- A distribution network of over 1250 domestic and international branches.
- Net profit has risen from Rs. 1.1 billion in 2001 to over Rs. 17 billion in 2006.
- Awarded "Bank of the Year 2001, 2002, 2004 & 2005" by the world renowned "The Banker Magazine" Financial Times Group, UK.
- "Euromoney" magazine, a leading journal in its issue of March 2005, listed NBP among the "Top 100 Banks of Asia" being the only Pakistani bank in the list.
- Best Foreign Exchange Bank in Pakistan 2005 & 2006 by "Global Finance Magazine".
- Best Return on Capital for 2006 amongst all Banks in Asia. - "Bankers Magazine" in July 2007.
- Stable AAA/A-1+ (Triple A/A-One Plus) rating (Standalone Basis) by JCR-VIS in July 2007.

3.1.3 NIB Bank Limited

- Originated through a merger of NDLC and IFIC Bank, commencing operations in October, 2003.
- Acquired Pakistan branch operations of Credit Agricole Indosuez in April, 2004.
- Temasek Holdings acquired 73% stake in NIB Bank in June 2005.
- Through its acquisition of a controlling stake in PICIC (Pakistan Industrial Credit & Investment Corporation Ltd.) and in turn in PICIC Commercial Bank, NIB has a network of 215 branches, total assets of Rs 177.912 billion and total deposits of Rs 126.991 billion.
- Through PICIC, NIB also controls PICIC Asset Management Co. with assets under management of Rs 21.981 bn as on June 30, 2007.
- Total equity of NIB Bank is PKR 18.081 bn as on June 30, 2007.
- One of the fastest growing commercial banks in Pakistan.

- Rated A+ (Long term)/A1 (Short Term) by Pakistan Credit Rating Agency Limited (PACRA). On rating watch with positive outlook.

3.1.4 Alexandra Fund Management Pte. Limited

- Alexandra Fund Management Pte. Limited is a member of the Fullerton Fund Management Group.
- Fullerton Fund Management Company (FFMC) was established in 2003 as a wholly owned subsidiary of Temasek Holdings, Singapore (a USD100 billion Investment Company rated AAA and Aaa by Standard and Poor's and Moody's respectively).
- Investment team comprises nearly 30 investment professionals; majority of whom are CFA charter holders.
- Committed to being an Asian specialist with extensive Asian network.
- Experience in both relative and absolute returns strategies.

3.2 Board of Directors of the Management Company

Name, Occupation & Address	Position	Other Directorships
Mr. Masood Karim Shaikh Banker 94/2, Street No. 6, Off Khayaban-e-Rahat, Phase VI, D.H.A. Karachi	Chairman	<ul style="list-style-type: none"> • Dewan Hattar Cement Limited • Pak Electron Limited • United National Bank Ltd. – U.K. • NBP Exchange Company Ltd. • Fauji Oil Terminal & Distribution Co. Limited
Dr. Amjad Waheed Fund Manager 76-2, 10 th Street, Khyaban-e-Sehar, Phase VI, D.H.A. Karachi	Chief Executive Officer	None
Khawaja Iqbal Hassan Banker House No. 27/1, 18 th Street, Khyaban-e-Tanzim, Phase V, D.H.A., Karachi	Director	<ul style="list-style-type: none"> • NIB Bank Limited • Civil Aviation Authority • Pakistan Industrial Credit & Investment Corporation Limited • PICIC Commercial Bank Limited • PICIC Insurance Limited
Mr. Masroor Ahmed Qureshi Banker House No. 111/1, 12 th Lane, Phase VII, D.H.A., Karachi	Director	None
Mr. Shahid Anwar Khan Banker 204, Asma Homes, 142	Director	<ul style="list-style-type: none"> • First Credit and Investment Bank Limited (formerly First Credit and Discount Corporation Ltd.)

N/2, Block 2, P.E.C.H.S., Karachi		<ul style="list-style-type: none"> • NBP Modaraba Management Co. Limited • NBP Exchange Company Limited • National Agriculture Limited
Mr. Gerard Lee How Cheng Fund Manager 35, Hindhede Walk # 05-05 Singapore 587969	Director	<ul style="list-style-type: none"> • The Professional Training Company Pte. Limited, Singapore • Fullerton Fund Management Co. Ltd. Singapore • Alexandra Fund Management Pte. Ltd. Singapore • Lotus India Asset Management Co. Private Limited
Mr. Patrick Pang Chin Hwang Fund Manager 27 Sandilands Road, Singapore 546104	Director	<ul style="list-style-type: none"> • Lotus India Asset Management Co. Private Limited

3.2.1 Profile of Directors

a) Mr. Masood Karim Shaikh, FCA - Chairman

Mr. Masood Karim Shaikh is the Senior Executive Vice President and Group Chief Corporate & Investment Banking at National Bank of Pakistan (NBP). He is also a member of Credit, Operations, Human Resources and IT Committees of NBP. He carries with him over 20 years of rich diversified experience in Finance, Treasury, Corporate and Equity Markets, serving foreign banks and large local banks such as Emirates Bank International, Mashreq Bank Psc. and MCB Bank Ltd. He is a Fellow Member of the Institute of Chartered Accountants of Pakistan.

b) Dr. Amjad Waheed, CFA- Chief Executive Officer

Dr. Amjad Waheed, CFA is one of the leading fund managers in the region. Prior to his appointment as the Chief Executive Officer of NAFA, he was the Head of Equity Mutual Funds and Portfolios at Riyadh Bank, Saudi Arabia managing US\$ 7.5 billion of assets. Dr. Waheed was Head of Asset Management at National Investment Trust Limited (NITL) before moving to Riyadh. Dr. Waheed holds a Doctorate in Finance with a Major in International Investments from Southern Illinois University, USA and is a CFA charter holder.

c) Khawaja Iqbal Hassan- Director

Khawaja Iqbal Hassan is the President and Chief Executive Officer of NIB Bank Limited. NIB Bank Limited was created by him through the merger of National Development Leasing Corporation and domestic branches of IFIC Bank, followed by an amalgamation with the domestic branches of Credit Agricole Indosuez. He has 24 years of successful commercial and

investment-banking experience in diversified markets including USA, Saudi Arabia, Turkey and Pakistan. He has thorough knowledge of Pakistan's capital markets. He is the founder of Global Securities Pakistan Limited which is now one of the largest and most active corporate finance and securities houses in Pakistan. He is a high-profile banker involved in originating and executing complex financial transactions.

d) Masroor Ahmed Qureshi - Director

Mr. Masroor Ahmed Qureshi joined the NIB Bank team in January 2007 as Group Head Treasury & Institutional Banking, bringing with him over 14 years of experience in Treasury Dealing and Management. His illustrious career commenced in 1993 with Standard Chartered Bank, and continued to be associated with reputable financial institutions such as Bank of America, National Bank of Pakistan and Union Bank Limited. During his tenure as General Secretary of the Financial Markets Association of Pakistan (2002-2004) and subsequently as President of FMAP (2006-2007), Mr. Qureshi has been actively involved in the development of the Pakistani derivative and Inter-bank Markets. In addition, he continues to spearhead the advancement of market participants via seminars and training sessions through notable educational institutions.

e) Mr. Shahid Anwar Khan-Director

Mr. Shahid Anwar Khan is the Senior Executive Vice President and Group Chief Commercial Banking Group at National Bank of Pakistan (NBP). He has been serving the Bank for more than 22 years in various capacities. He holds directorship in First Credit and Investment Bank Limited (formerly First Credit and Discount Corporation), NBP Modaraba Management Company Ltd., National Agriculture Ltd., and Pakistan Engineering Company Ltd. Mr. Khan is a Textile Engineer and an MBA from USA (Major in Finance) and also holds diploma of IBP.

f) Mr. Gerard Lee How Cheng, CFA- Director

Mr. Gerard is the Chief Executive Officer of Fullerton Fund Management Company Limited (FFMC), a wholly-owned subsidiary of Temasek Holdings. He was previously the Head of Temasek's Fund Management Division. Before joining Temasek, he was Deputy Chief Investment Officer at Deutsche Asset Management Singapore, Head of Fixed Income Sales at SBC Warburg Singapore and Head of GIC's New York Office.

He takes an active interest in the professional development of the Singapore capital markets and is currently advisor to ACI Singapore - The Financial Markets Association. He was the President of the New York - Singapore Association during his stint in New York. Currently he serves on the School Management Committee of his Alma Mater.

Mr. Gerard, a CFA charter holder, graduated from the National University of Singapore with B.Sc. (Hons.) in 1984.

g) Mr. Patrick Pang Chin Hwang CFA- Director

Mr. Patrick is a Director and Portfolio Manager at Fullerton Fund Management Company Limited (FFMC), where he is a part of the equities team investing in Asia-Pacific. He has twelve years of investment experience. He is also in-charge of FFMC's joint-venture efforts. Prior to joining FFMC, he was a team leader at Temasek Holdings direct investment division focusing on the financial services sector in the Asia-Pacific region.

Before joining Temasek in 2001, Mr., Patrick was co-head of equity research for financial services sector at Lehman Brothers based in Hong Kong for two years, where he covered Taiwan, South Korea and the Philippines. He started his career with the regional equity research team at Jardine Fleming Exchange in 1994 and has worked in its Singapore and Philippine offices.

Mr. Patrick graduated *magna cum laude* from the University of Southern California with a degree in Business Administration, and is a CFA charter holder.

3.2. 2 Profile of Management**a) Dr. Amjad Waheed, CFA
*Chief Executive Officer***

Dr. Amjad Waheed, CFA is one of the leading fund managers in the region. Prior to his appointment as Chief Executive Officer of NAFA, he was the Head of Equity Mutual Funds and Portfolios at Riyadh Bank, Saudi Arabia managing assets worth US\$ 7.5 billion. Dr. Waheed was Head of Asset Management at National Investment Trust Limited (NITL) before moving to Riyadh. Dr. Waheed holds a Doctorate in Finance with a Major in International Investments from Southern Illinois University, USA and is a CFA charter holder.

**b) Mr. Muhammad Murtaza Ali, ACA
*Chief Financial Officer & Company Secretary***

Mr. Murtaza Ali is the CFO and the Company Secretary of NAFA. He is a Chartered Accountant by profession. Prior to NAFA, he served Union Leasing Limited as CFO & Company Secretary for a period of almost five years. Before that he served M. Hidayatullah & Co. (Chartered Accountants) as Assistant Manager Audit.

He completed his articles from A.F. Ferguson & Co. (Chartered Accountants) a member firm of *Price Water House Coopers*. In this capacity he conducted and finalized audits of several businesses.

**c) Mr. Khurram Shehzad, CFA
*Head of Equity***

Mr. Khurram Shehzad did his MBA from IBA, Karachi in 1998. He is a CFA charter holder and has extensive experience of capital market research and fund management. He served in the domestic equity broking sector in various research oriented assignments including the Head of Research for

three and a half years. Later on, he joined Habib Bank Limited in their Corporate and Investment Banking Group and served as a Senior Relationship Manager for almost two years. In 2003, he joined PICIC Mutual Funds Division as Portfolio Analyst and moved to fund management whereby he managed funds worth USD 100 million. Subsequently, he moved to Investment Strategy side with the additional focus as Head of Research and was strategizing for funds worth USD 330 million approximately.

d) Mr. Adnan Faisal, CFA

Head of Research

Mr. Adnan Faisal did his MBA from IBA, Karachi in 1997. He is a CFA charter holder and has a rich experience of research, fund management, software consultancy and teaching. He worked as Supply & Distribution Analyst for Shell Pakistan Limited (1998-1999), as Research Analyst at ABN AMRO Equities Limited (1999-2000), as Chief Operating Officer of Emaculate - a software consulting firm (2001-2006) and has also been teaching Finance at Greenwich University and Bahria University.

e) Ms. Rukhsana Narejo, CFA

Head of Fixed Income

Prior to joining NAFA Ms. Narejo was serving BMA Asset Management Company Limited from 2005 to 2006, managing both equity and fixed income portfolios of discretionary funds under management, including retirement funds of prominent listed and multi-national companies. Before that, she was working as a Research Analyst for fixed income investment decision making on the part of clients since 2003. From 2000 to 2003 she obtained fixed income and cash management experience at Crescent Capital Management Limited, and Standard Chartered Bank Limited. Ms. Narejo is a CFA charter holder and holds a Masters in Business Administration in Banking and Finance.

f) Mr. Sajjad Anwar, CFA

Fund Manager

Mr. Sajjad Anwar is MBA in Finance and CFA Charter holder. Prior to joining NAFA, he was working as Manager Strategic Risk Management with Army Welfare Trust (AWT) where his main responsibilities were Project Appraisal, Mergers and Acquisitions and Risk Analysis of ongoing projects. He also served Shifa Foundation as Asst. Manager Finance & Accounts. In addition to this, he has over three years of teaching experience where his areas of interest were Corporate Finance; and Investment Analysis and Portfolio Management.

g) Mr. Nadeem Hasan

Country Head, Corporate Marketing

Mr. Hasan has over thirty years of financial & marketing experience with a successful international & local track record. Before joining NAFA he served as a Consultant & Coordinator to NIB Bank Limited, National Bank of Pakistan and the Fullerton Fund Management Group, Singapore for the creation of NAFA.

His vast experience boasts associations with several well known and large multinational companies such as Halcrow Group, Pratt & Whitney, Racal, Hughes Network System, Mercer Management and TCC/BHP for business development. His international banking experience with Bank of Credit & Commerce was in UK, USA & Middle East and covered all major areas of corporate, private & correspondent banking.

He has successfully worked on various programmes of World Bank / ADB / JICA in the areas of capital markets, financial sector and other infrastructural & development projects. He has been an advisor on debt & equity restructuring and syndications in the corporate sector and worked closely with all major financial institutions in Pakistan.

h) Mr. Ali Abedi

Head of Retail Sales

Mr. Ali Abedi is an MBA from USA. He has Marketing and Sales Management experience of 36 years. He was District Sales Manager for Banker's Life & Casualty for the State of Oklahoma where he set a company record of selling Retirement Plans. From 1980 till 2000, he was involved in his own business with a sales organization of over 700 sales persons. He has a rich experience as a sales and marketing consultant in a wide variety of businesses. Mr. Abedi has been associated with the Mutual Fund industry for the last two years.

i) Mr. Faisal Malik

Head of Business Development & Strategy

With eight years of experience Faisal is an Innovative, results-driven Business Development & Strategy Head with a track record of identifying and capturing new market sectors in the Asset Management Industry to realize exponential revenue growth. Prior to joining NAFA he was the Senior Vice President and also the Head of Mutual Funds Distribution & Portfolio Management with IGI Investment Bank Ltd., where he successfully founded and established one of the most successful mutual fund distributions in the country. He was also the Head of Marketing for UBL Fund Managers (Formerly United Asset Management Ltd). He has also worked as Market Development Officer with Engro Asahi Polymer & Chemicals Ltd & as Assistant Manager with Small & Medium Enterprises Development Authority (SMEDA). With proven success Faisal is an MBA, MS in Manufacturing Engineering, and BE in Mechanical Engineering.

j) Mr. Ozair Khan

Head of Information Technology

Mr. Ozair Ali Khan has a Masters degree in Management Information Systems from University of Texas at Dallas, USA. He has over 10 years of working experience in the field of Information Technology. His experience includes Operational Risk Management, IT Security, designing & development of applications, planning and implementation of Disaster Recovery and Business Continuity Programs.

Before joining National Fullerton Asset Management, Mr. Khan has worked with Pak-Kuwait Investment Company, Pakistan, as Head of Information Technology, Akuratus Corporation, USA, as Project Manager, and

Cambridge Technology Partners, USA, as Technical Team Lead. Mr. Khan was also a nominee director on the board of TMT Incubation Fund, and Plexus Private Limited.

k) Mr. Amanullah Inayat Ali

Head of Internal Audit and Risk Management

Mr. Amanullah Inayat Ali is the Associate of the Institute of Chartered Accountants of Pakistan as well as the Associate of the Pakistan Institute of Public Finance Accountants. He completed his professional training in 2001 from A.F. Ferguson & Co, Chartered Accountants, a member firm of PricewaterhouseCoopers, in Assurance and Business Advisory Services where he was assigned to statutory audits of various financial and non-financial business concerns. Before joining NAFA, he was associated as the Senior Assistant Manager, Internal Audit with the Aga Khan University, where he served for more than 5 years. He had also served as the Assistant Financial Controller in the leading five star hotels of Pakistan owned by the Hashoo group.

3.2.3 Duties and Responsibilities of the Management Company

The responsibilities of the Management Company are to promote the sale of Units of the Fund, invest and manage the assets of the Fund according to the provisions of the Deed and the Rules, in good faith, to the best of its ability and without gaining any undue advantage for itself or any Connected Persons or its Officers. The Management Company shall maintain proper accounts and records of the Fund to enable a complete and accurate view of assets and liabilities, income and expenditure and amounts received in respect of Units and paid out on Redemption of Units and by way of distribution of profits, as required under the Rules. The Management Company shall prepare and transmit physically (or through electronic means or on the web subject to SECP's approval) to Unit Holders, the SECP and the Trustee, annual report with balance sheet, income and expenditure account of the Fund, Auditors report, Directors' report and Trustee's report.

The Management Company shall account to Trustee for any loss in value of the assets of the Fund caused by its negligence, reckless or willful act or omission. The Management Company shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its functions as a manager as if they were its own acts or omissions. The Management Company shall not be under any liability except such liability as may be expressly assumed under the Rules and the Deed, nor shall the Management Company (except as otherwise provided) be liable for any act or omission of the Trustee nor for anything else except its own negligence or willful breach of duty. The Management Company shall, if it considers necessary for the protection of Fund Property or safeguarding the interest of the Unit Holders, request the Trustee in writing to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Fund Property or any part thereof.

The Management Company shall appoint with the consent of the Trustee, at the establishment of the Scheme and upon any vacancy, an auditor who shall be a Chartered Accountant and independent of the auditor of the Management Company and the Trustee and such auditor shall not be appointed for more than three consecutive years and contents of the auditor's report shall be in accordance with the Rules.

3.3 Trustee

Central Depository Company of Pakistan Limited (CDC), a public limited company, incorporated in Pakistan under the Companies Ordinance, 1984, having its registered office at CDC House, 99-B, Block 'B', S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan, has been appointed as the Trustee for the Fund. The Trustee has considerable amount of experience of trusteeship of open-end Schemes which are successfully functioning in the country.

Basic Role of the Trustee

The Trustee will take into custody and/or hold under its control all the property of the Fund in trust for the Unit Holders. The cash and other assets shall be deposited or registered in the name of or to the order of the Trustee. The Trustee will carry out the instructions of the Management Company in all matters including investment and disposition of the Fund Property, unless they are in conflict with the Deed, the Rules, the Offering Document or applicable laws. The Trustee shall also ensure that all issues and cancellations of Units of the Fund and the method adopted by the Management Company in valuing Units for the purposes of determining the Purchase and Redemption Prices are carried out in accordance with the provisions of the Deed and the Rules. The Trustee shall issue a report to the Unit Holders to be included in the annual report, as to whether in its opinion, the Management Company has in all material respects managed the Fund Property in accordance with the provisions of the Rules and the Deed and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in that regard.

The Trustee shall, if requested by the Management Company or if it considers necessary for the protection of the Fund Property or safeguarding the interest of the Unit Holders, institute or defend any suit, proceedings, arbitration, inquiry or any corporate or shareholders action in respect of the Fund Property or any part thereof. It is clarified that the Trustee shall be entitled to be reimbursed, out of the Fund Property, for all reasonable costs and expenses incurred in taking the aforesaid action(s). The Trustee shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its duties, as if these were its own acts and omissions and shall account for any loss in value of the Fund Property where such loss has been caused by its gross negligence or breach of its duties in connection with the Trust under the Trust Deed or the Rules or any reckless or willful act and/or omission of the Trustee or any of its Directors, Officers, Nominees or Agents. The Trustee shall, however, not be under any liability on account of anything done in good faith in accordance with or in pursuance of any request of the

Management Company provided they are not in conflict with the provisions of the Deed or the Rules.

The Trustee shall have all the obligations entrusted to it under the Rules, the Deed and the Offering Document.

3.4 Core Investors

Name	Number of Units	Rupees
National Bank of Pakistan	7,500,000	75,000,000
NIB Bank Limited	7,500,000	75,000,000
Alexandra Fund Management Pte. Ltd	10,000,000	100,000,000
Total	25,000,000	250,000,000

The above core investors have subscribed an aggregate sum of Rs. 250,000,000 towards the purchase of 25,000,000 Core Units of Rs. 10 each. These Core Units are not redeemable for a period of first two years from the date of the closure Initial Offer Period. However, these Units are transferable during this two year period. The Transfer Agent will mark these Units as such. Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee.

The above Core Investors as well as other Pre-IPO Investors will be eligible to any profit earned on their investment from the date the funds are placed in the Fund Account till the day before opening of Initial Period (i.e. till October 21, 2007). The purpose of this is to ensure that all Unit Holders (Core Investors, Pre-IPO Investors and IPO investors) are treated at par at the beginning of the initial period.

3.5 Transfer Agent

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

3.6 Custodian

The Central Depository Company of Pakistan Limited (CDC) will also be performing the functions of the custodian of the Fund property. The salient features of the custodial function are:

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

The Trustee may, if it considers necessary, appoint additional custodians with the approval of the Management Company and at such terms and conditions approved by the Management Company, for the safekeeping of any portion of the Fund Property.

3.7 Distributors/Facilitators/Sales Agents

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

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

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

3.8 Shariah Compliance

All activities of the Unit Trust shall be undertaken in accordance with the Islamic Shariah as per guidelines given by Shariah Advisor.

Shariah Advisor and Shariah Technical Services and Support Provider

- (a) The Management Company has appointed Mufti Bilal Ahmed Qazi as Shariah Advisor of the Scheme.
- (b) The Management Company has appointed Meezan Bank Limited to provide Shariah Technical Services and Support to the Scheme.
- (c) The Shariah Advisor has been appointed for a period of three years, but may be re-appointed on completion of the term. The Management

Company may at any time, with prior notice to Trustee, terminate the Agreement with the Shariah Advisor by giving a notice as per the Agreement with the Shariah Advisor, before the completion of the term, and fill the vacancy with prior approval of the Commission.

(d) The Shariah Advisor will advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines, consistent with the Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable by the Trustee, the Management Company, the Unit Holders and other parties related with that matter. The responsibilities of Shariah Advisor include the following:

- 1) The Shariah Advisor shall provide guidance on Shariah aspects of any issues involving the day to day operations of the Scheme.
 - 2) The Shariah Advisor shall decide and / or approve the Shariah related matters pertaining to legal documents of the Scheme.
 - 3) The Shariah Advisor shall decide the screening criteria for Shariah compliant securities.
 - 4) The Shariah Advisor shall decide the methodology for calculation of 'Haram income' and its disposal;
 - 5) The Shariah Advisor shall approve new financial products that are relevant to the Scheme;
 - 6) The Shariah Advisor shall conduct periodic review of the Scheme to check its compliance with the Shariah guidelines and issue the annual report/certificate in this regard. The certificate shall be a part of the annual audited financial statements;
- (e) The services to be rendered by the Shariah Technical Services and Support provider include the following:
- (1) It will from time to time identify and recommend a suitable person with the right qualification (including regulatory requirements, if any) and experience who will be appointed by the Management Company as Shariah Advisor of the Scheme.

- 2 It will assist the Management Company in development of the Scheme. The assistance involves services related to conceptualization, structuring, documentation etc. of the Scheme.
- 3 It will assist the Management Company in developing operational procedures in relation to the Scheme.
- 4 It will carry out research on market / industry and on the criteria followed by Islamic investment schemes / unit trusts all over the world.
- 5 It may conduct reviews of the Scheme to check implementation of operational procedures in relation to Shariah compliance of the Scheme.
- (f) Meezan Bank Limited's role is limited to providing Shariah Technical Services and Support to the Management Company to develop and manage the unit trust in a Shariah compliant manner. The responsibility of ensuring compliance in connection with all acts, operations of the unit trust lies with the Management Company. Meezan Bank Limited takes no responsibility whatsoever for Shariah non-compliance or any other failure or neglect by NAFA to comply with any laws, rules and regulations in respect of the management of the unit trust or in any way connected to the unit trust.

Shariah Compliance Auditor:

- (a) The Auditor of the Unit Trust will also act as Shariah Compliance Auditor, and will complete Shariah Compliance Audit of the Trust for each Accounting Period within three months from the relevant Accounting Date, and will issue a Shariah compliance audit report.
- (b) The Shariah Compliance Auditor shall be competent to carry out the Shariah compliance audit, including that the audit firm should have experience and requisite knowledge of conducting Shariah compliance audits and should have laid down systems and programs to carry out such audit. The Management Company shall, in consultation with the Trustee and the Shariah Advisor, determine the competence of the Auditor in this regard.

3.9 Auditors

A.F. Ferguson & Co.

Chartered Accountants

(A member firm of PricewaterhouseCoopers)

State Life Building No. 1-C

I.I.Chundrigar Road, P.O.Box 4716

Karachi-74000, Pakistan

- 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 with the concurrence of the Trustee. However, an auditor may be reappointed for up to three

consecutive terms or such other terms as stipulated by the Rules and/or the Ordinance, as amended from time to time. Thereafter, that auditor may only be appointed after a break in appointment.

- 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, Trustee, Custodian, Transfer Agent or elsewhere and shall be entitled to require from the Management Company, Trustee and their Directors, Officers and Agents such information and explanations as considered necessary for the performance of audit.
- 3.9.3** 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 as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules.
- 3.9.4** The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.
- 3.9.5** The contents of the Auditors report shall be as mentioned in the Rules.

3.10 Legal Advisors

Aly Shah & Co.

Advocate & Legal Consultants,

Suite # 502, 5th Floor, Marine Pride, BC-2, Block -7,
Khayaban -e - Iqbal, Clifton
Karachi, Pakistan

3.11 Bankers

AL-Baraka Islamic Bank
Askari Bank Ltd
Bank Al Falah Ltd
Bank Al Habib Ltd
— Bank Islami Pakistan
Bank of Khyber
Dubai Islamic Bank
Emirates Global Islamic Bank Ltd
Habib Metropolitan Bank Ltd
MCB Bank Ltd
Meezan Bank Ltd
National Bank of Pakistan
NIB Bank Ltd
United Bank Ltd
Standard Chartered Bank (Pakistan) Ltd

In addition, the Management Company may appoint any other Bank. The Trustee shall operate the account on instruction from the Management Company.

3.11.1 Bank Accounts

1. The Trustee, at the request of the Management Company, shall open Bank Account(s) titled **"CDC-Trustee NAFA Islamic Multi-Asset Fund"** for the Unit Trust at designated Bank(s) inside or outside Pakistan, subject to the relevant laws and regulations, for collection, investment, redemption or any other use of the Trust's funds.
2. The Management Company may also require the Trustee to open a separate Bank Account(s) as Distribution Account(s) for each dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.
3. All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund.
4. All income, profit etc. earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Fund Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.
5. The amounts received from the Core Investors (Seed Capital) and Private Placement Investors (Pre-IPO) (as per Clause 4.1 below) shall be deposited in a separate Bank Account and transferred to the main Bank Account of the Fund upon the close of the Initial Period. Income, profit etc. earned on the investments by the Core Investors and Private Placement Investors till the day before opening of Initial Period shall be paid to the Core Investors and Private Placement Investors and shall not form part of the Fund Property.

4. CHARACTERISTICS OF UNITS

4.1 Classes of Units

- (i) Class "A" (Restricted/Core Units) issued to the Core Investors with no Sales Load. These Units cannot be redeemed for a period of two (2) years from the date of closure of Initial offer. However, such Units are transferable.
- (ii) Class "A" Units being offered and issued during the Private Placement and Initial Offer of Period (IPO) with no Sales Load.
- (iii) Class "B" Units, which shall be offered and issued after the Initial Period of Offer and with or without sales load.

4.2 Types of Units

4.2.1 An investor shall, at the time of opening an account, select the type(s) of Unit(s) in which the investor wishes to invest, i.e. Growth Unit and/ or Income Unit.

4.2.2 The minimum amount of investment to open and maintain an account is Rs. 10,000 for Growth Units and Rs. 100,000 for Income Units. The Management Company reserves the right to alter the minimum amounts stated hereinabove. If the investment in any investor's account falls below the minimum level as a result of revised limits, changes in valuation, redemption, transfer or transmission, the Management Company may instruct the Transfer Agent, under intimation to that investor, to close the account by redeeming the Units at the close of any accounting period at the price applicable to redemptions on such date. For Income Units, in case the amount falls below Rs. 50,000, funds may be transferred to Growth Units.

After the initial investment, Unit Holders of NAFA Islamic Multi Asset Fund may add a minimum of Rs. 1,000 per transaction at their convenience. Units of NIMF (including fractions thereof) shall be issued against the amount received from the Unit Holder(s) in accordance with the procedure laid down in this Offering Document. The Management Company may alter the minimum amount required for opening, maintaining or adding to the account. Provided that in case of an upward change in the minimum amount required for maintaining the account or adding funds, the Management Company shall give seven days notice to Unit Holders.

- (i) **Growth Units:** The Unit value grows in line with the growth in the NAV, and the Unit Holders shall have the option to receive distribution income in the form of cash or bonus units. The Unit Holders shall choose one of the following two options:
 - a) Growth Units with the option of receiving a Cash Dividend at the time of distribution.
 - b) Growth Units with the option of receiving bonus Units at the time of distribution.
 - (ii) **Income Units:** The Unit Holders, based on their own consent & instructions and with prior intimation to the Management Company, exercise the option of redeeming a certain number of Units for fulfilling their requirement of a certain cash amount at Regular Intervals (i.e. monthly, quarterly, semi-annually or annually). Such instructions shall be given in writing at the beginning of any regular interval or at the time of purchase of Units.
- 4.2.3 The Management Company shall, on the 25th of the last month of every Regular Interval, calculate the redemption value to be paid to the Income Unit Holder(s) based on the Redemption Price of that day.

4.2.4 Depending upon the instructions given by the Income-Unit Holders, the Income Units are further classified into two types:

- (a) **Flexible Income Units** – The Flexible Income Unit Holders shall, at the time of purchase or beginning of a regular interval, authorize the Management Company to decide the quantum of part redemption of their unit holdings at the end of every regular interval based on the performance (NAV growth) of the Fund during that regular interval.
- If the value of investment increases (due to growth in NAV) during an interval, the Management Company will calculate the number of units to be redeemed in such a manner that the total redemption value of such units is equal to the increase in the value of investment during that interval.
 - If the value of investment falls (due to fall in NAV) during an interval, the Management Company will not redeem any units at the end of that interval.

The amount so redeemed shall be transferred to the designated bank account within six (6) working days of the redemption without recovering any Back End Load.

- (b) **Fixed Income Units** – The Fixed Income Unit Holders shall, at the time of purchase or beginning of a regular interval, specify a fixed cash amount required by them at regular intervals and authorize the Management Company to redeem (at the prevailing NAV) such number of units from their holding that in rupee terms is equivalent to the specified fixed amount required at the end of every regular interval.

The amount so redeemed shall be transferred to the designated bank account within six (6) working days of the redemption. As a result of operation of this Clause, the capital invested may deplete in case sufficient returns are not earned to cover the amount required by the Unit Holder.

4.2.5 The Transfer Agent shall send an account statement to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or ordinary mail to the Unit Holder's address recorded in the register.

4.2.6 In case the Management Company announces a suspension of further issue of Units of NIMF, it may allow existing Unit Holders to continue acquiring Units out of any dividend declared on Units held under this option.

4.2.7 The Unit Holder may withdraw funds from the option at any stage by filling out and submitting the prescribed form to the Distributor/Investment Facilitator. If the value of the account goes below the prescribed amount as a result of loss in valuation or as a result of application of Clauses 4.2.4(a) & 4.2.4(b) above, the minimum value requirement shall not apply to that extent. In such an event, the Unit Holder is free to discontinue the option or convert the remaining Units into Growth Units.

- 4.2.8 Certificates representing Income Units shall not be issued. However, the Transfer Agent shall send directly to each Unit Holder an account statement each time there is a transaction in the account.
- 4.2.9 All Units and fractions thereof (up to four or more decimal places) represent an undivided share in the Scheme and rank *pari passu* as to their rights in net assets, earnings and receipt of dividends and distributions. Each Unit Holder has a beneficial interest in NIMF proportionate to the Units held by such Unit Holder. However, while maintaining the integrity of each Unit's *pari passu* rights, the Management Company may, for the convenience of investors, issue Units with different features from time to time.
- 4.2.10 Unit Holders may obtain certificates representing the Growth Units they hold by paying a nominal fee of Rs. 25/- per certificate. This fee may be revised from time to time by the Management Company. Requests for redemption, transfer or transmission of Units shall be processed only on the production of the certificate(s) if issued earlier. In the event of loss or defacing of certificates, the verification process shall be carried out to the satisfaction of the Management Company / Trustee / Transfer Agent and the associated costs, if any, will be borne by the Unit Holder.
- 4.2.11 The Transfer Agent may register a pledge / lien on any Units in favor of any third party with the specific authority of the Management Company. However, the pledge / lien shall be valid only if evidenced by a statement or letter issued by the Transfer Agent indicating the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien. (Please see Clause 4.7 for details).

4.3 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 Clauses 4.4 and 4.5 of this Offering Document.
- (b) During the period the register is closed, as mentioned in Clauses 4.8 and 5.8 of this Offering Document, the sale and redemption of Units will be suspended.
- (c) The Management Company may decline the issue of Units to any applicant 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.

4.4 Procedure for Purchase of Units

4.4.1 Who Can Apply?

Any investor or any related group of investors qualified or authorized to purchase the Units may make applications for the Purchase of Units in the Fund. The onus for being so qualified lies with the investor and the Management Company, the Trustee, the Transfer Agent, the Distributors or the Investment Facilitators do not carry any responsibility in this regard. Application may be made pursuant to the procedures described in paragraph 4.4.2 below by any qualified or authorized investor(s) including, but not limited to, the following:

- Citizens of Pakistan resident in Pakistan. In respect of minors below 18 years of age, applications may only be made by their guardians.
- Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan provided such investment is permitted under their respective memorandum and articles of association and / or bye-laws.
- 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.
- Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended from time to time, including by SROs.
- Provident, Pension and Gratuity Funds constituted by organizations other than companies under Section 20 (h) of the Trusts Act 1882, (11 of 1882).
- Insurance companies under the Insurance Ordinance, 2000.
- Non Profit Organization under Rule 213 (i) of the Income Tax Rules, 2002.

4.4.2 Account Opening Application Procedure

The procedure given below is designed for paper-based transactions. The Management Company at a later date 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 using the Account Opening Form (NAFA 01) attached to this Offering Document.
- B. Once the Investor Account has been opened, the Investor will be allotted a specific Registration/Folio No./NAFA Account No. which can be used for all future transactions to facilitate reference and linking.
- C. After opening an account, Unit Holder may purchase Units of the Fund using the Investment Form (NAFA 02) attached to this Offering Document.
- D. Fully completed Investment Form for purchase of Units, accompanied with the full amount for the investment and copies of the documents mentioned in the subparagraphs below should be delivered at any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator during the business hours on each Dealing Day as announced by the Management Company from time to time. Currently only the Authorized Branches of the Distribution Companies as mentioned in Annexure "C" of this Offering Document are authorized to collect application and payment for the issue of Units as laid down in Clause 4.4.4 of this Offering Document.
- E. In case of individuals, a photocopy of the Computerized National Identity Card (CNIC) of the applicant or any other form of identification acceptable to the Management Company, needs to be furnished.
- F. In case of body corporates, registered societies, institutions, companies or trusts etc., the following documents/details (with attested copies – where applicable) should be submitted:
 - i. Investor's name
 - ii. List of Authorized Signatories along with copies of CNIC and their specimen signatures.
 - iii. Instructions for Redemption.
 - iv. Bank details.
 - v. Instructions for Dividend mandate, Zakat and Tax status.
 - vi. Memorandum and Articles/ charter / bye-laws or rules and regulation.
 - vii. Power of attorney and / or relevant resolutions of the board of directors delegating any of its officers to invest in the fund and / or to realize the investments and
 - viii. Other relevant documents as may be required by the Transfer Agent.
- G. In case of existing Unit Holders, if any of the documents have previously been deposited with the Management Company and/or Transfer Agent, fresh submission of documents will not be required provided that deposited documents are acceptable to Management

Company. However, the account number must be provided to facilitate linking.

- H. The applicant will receive a note confirming the receipt of the Investment Form from Authorized Officer of the Distributor or Management Company. Payment of Units can be made by cheque, pay order or demand draft.
- I. The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form and Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- J. If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Transfer Agent or the Distributor to be incomplete or incorrect in any material manner, the Transfer Agent or the Distributor will advise the applicant to remove the discrepancy. In the mean while the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the amount will be refunded without any markup.
- K. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Transfer Agent or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days. If the investor, in the opinion of the Transfer Agent, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.
- L. Investors will be allotted Units based on the Offer (Purchase) Price of the Fund, as announced by the Management Company, of the Dealing day on which correctly filled Investment Form is submitted to the Distributor (please refer to Clause 3.7 above) and/or Management Company within business hours. However, the Investor will be provided the account statement within seven (7) Business Days after the said purchase amount of the Units purchased have been credited to the Fund Account.

In the event a cheque is returned unpaid, the Management Company will assume the application for subscription as void and the Units allotted will be cancelled and the investor informed accordingly. The investor will be asked to submit new investment form along with fresh payment. Units will then be allotted based on the Offer (Purchase) Price, announced by the Management Company, of the Dealing day on which the new Investment Form together with the payment is received by the Distributor and/or Management Company within business hours.

4.4.3 Joint Application

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

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

4.4.4 Purchase of Units

An application for purchase of Units may be lodged with any authorized Distributor or presented to the Management Company directly or through an Investment Facilitator. The application shall be in the form prescribed by the Management Company. Account Opening Forms/Investment Forms are available with Distributors or Investment Facilitators (Facilitators) or may be obtained from the Management Company or its web site. Units shall be issued based on the Purchase (Offer) Price that is determined as per Clause 4.10.3.

Payment for the Fund Units can be made in the form of:

- Demand draft or Pay order in favor of **CDC-Trustee NAFA Islamic Multi-Asset Fund**
- Online transfer to Bank Account(s) of CDC-Trustee NAFA Islamic Multi-Asset Fund.
-
- Cheque (account payee only marked in favor of **CDC-Trustee NAFA Islamic Multi-Asset Fund**)

The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it.

The aforesaid payments must be handed over to a Distributor who will acknowledge the receipt on the Investment Form. Such payments will only be deposited in the bank account of the Fund titled "**CDC – Trustee NAFA Islamic Multi-Asset Fund**" maintained with the designated banks and their branches.

Notwithstanding the above, nothing contained herein shall be construed as limiting or otherwise restricting the Management Company's liability under Rule 65 of the Rules.

4.5 Procedure for Redemption of Units

4.5.1 Who Can Apply?

All Unit Holders, other than the holders of Class "A" (Restricted/Core Units) Units are eligible to redeem the said Units. Holders of Class "A" Units will be eligible for redemption after the expiry of the period of two years from the date of the closure of the Initial Period; however such units are eligible for transfer subject to the condition that the new transferee of such unit(s) agrees to the same condition for the balance period, if any.

4.5.2 Redemption Application Procedure

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

- A.** Request for redemption can be made by completing the prescribed Redemption Form (NAFA 03) and endorsing the relevant Certificate, if issued and submitting the same to any of the Authorized Branches of the Distribution Companies or to the Management Company directly or through an Investment Facilitator within business hours on a Dealing Day. In case the Certificate is not issued, the applicant has only to complete the prescribed redemption form. The request for redemption would be honored after verifying the signature and other particulars of the Unit Holder from the Unit Holders' Register.
- B.** The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.
- C.** The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Redemption Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- D.** 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 Transfer Agent or the Distributor to be incomplete or incorrect in any material manner, the Transfer Agent or the Distributor will advise the applicant to remove the discrepancy. In the

meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.

- E. Units will be redeemed on the basis of daily Net Asset Value (NAV) announced as of the close of the Dealing Day on which a correctly filled Redemption Form is submitted within business hours.
- F. Unless otherwise instructed, payment of the redemption proceeds will be made by a cross cheque, in favor of Unit Holder's registered name or first named joint Holder in the event of Joint Holders, and will be sent to registered address of the Unit Holder or first named joint Holder, or if so authorized by all the joint holders, at the address of the Joint Holder who has signed the redemption form as provided, within six (6) Business Days of the receipt of a properly documented request for redemption of Units. However, if so authorized by the Unit Holder, payment of redemption proceeds will be made by transfer to the bank account number of the Unit Holder or first named joint holder in the event of Joint Holders. No money shall be paid to any intermediary except the Unit Holder/Joint Holder or his/their authorized representative(s).
- G. In case the investor has requested encashment of bonus Units then such bonus Units will be redeemed at the ex-dividend Net Asset Value of June 30 of the relevant Accounting Period
- H. Redemption of Fund Units may be suspended or put in queue due to exceptional circumstances. For detailed information about this please refer to Clause 4.8.2 and Clause 4.8.3 below.
- I. Partial Redemption of Units covered by a single Certificate is not permitted. However, Fund Unit Holders may apply for a splitting of the Certificate before applying for redemption.
- J. In the event the Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s), it may charge Contingent Load on such redemption.

4.5.3 Joint Unit Holder(s)

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

4.6 Procedure for Requesting Change in Unit Holder Particulars

4.6.1 Who Can Request Change?

All existing Unit Holders or those who have purchased Fund Units as per Clause 4.4 above are eligible to change their Unit Holder details if they so desire. Such change in particulars and requests can be made via the Special Instructions Forms (NAFA 07). These Forms may be obtained from

Distributors or Investment Facilitators or from the Management Company or through its web site.

4.6.2 Application Procedure for Change in Particulars

- A.** The information submitted at the time of purchase of Units can be changed through the Special Instructions Form.
- B.** Some of the key information which the Unit Holder can change is as follows:
 - i. Change in address
 - ii. Joint Holder details
 - iii. Nominee details
- C.** The Unit Holder can also issue the following instructions:
 - i. Change in Bank Account details
 - ii. Account Operating instructions
 - iii. Frequency of profit payments
- D.** Fully completed Special Instructions Form has to be submitted by both Individuals and/or Institutional Investor(s). This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within business hours on a Dealing Day.
- E.** 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 if the Form is given to an Investment Facilitator. Notwithstanding the above, nothing contained herein shall be construed as limiting or otherwise restricting the Management Company's liability under Rule 65 of the Rules.
- F.** The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Special Instructions Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- G.** The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes that the Unit Holder may request via the Special Instructions Form. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.

4.6.3 Joint Unit Holder(s)

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

4.6.4 Partial Transfer

Partial transfer of Units covered by a single Certificate is permitted. Provided that in case of physical certificates issued, the Unit Holder must

apply for splitting of the unit certificate representing the partial amount and then the new certificate shall be applied for transfer.

4.7 Procedure for Pledge / Lien / Charge of Units

4.7.1 Who Can Apply?

All existing Unit Holders or those who have purchased Fund Units as per Clause 4.4 above are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form as attached in Annexure "D" of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its web site.

4.7.2 Any Unit Holder and / or Joint Unit Holder(s) may request the Transfer Agent to record a pledge / lien of all or any of his / her Units in favor of any third party legally entitled to invest in such Units in its own right. The Transfer Agent shall register a lien on any Units in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued by the Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.

4.7.3 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, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.

4.7.4 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 / pledge holder's bank account or posted to the registered address mentioned in the Pledge Form and/or Account Opening Form submitted.

4.7.5 The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.

4.7.6 Fully completed Pledge of Units Form has to be submitted by both Individuals and/or Institutional Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within business hours on a Dealing Day.

4.7.7 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 instructs otherwise.

4.8 Suspension of Dealing, Queue System and Winding Up

Under the circumstances mentioned in Clause 4.9 below, the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

4.8.1 Suspension of Fresh Issue of Units

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

- A situation in which the Management Company has decided to terminate the Fund;
- A situation in which it is not possible to invest the amount received against issuance of fresh units e.g. closure of stock exchange etc.; or
- Any other situation in which issuance of fresh units is, in Management Company's opinion, against the interests of the existing/remaining unit holders.

The Management Company shall announce the details of exemptions at the time a suspension of fresh issue of units is announced. Such suspension may however not affect existing Unit Holders, the issue of bonus Units as a result of profit distribution or the option to receive dividends in the form of additional Units. The Management Company shall immediately notify the SECP if fresh issue of Units is suspended and shall also have the fact published, immediately following such decision, in the newspapers in which the Fund's prices are normally published.

4.8.2 Suspension of Redemption of Units

In the event of extraordinary circumstances as mentioned in Clause 4.9 of this Offering Document, the Management Company may suspend or defer redemption of Units. The circumstances under which the Management Company may suspend redemption shall be the event of war (declared or otherwise), natural disasters, a major break down in law and order, breakdown of the communication system, terrorist threat and / or activities, closure of the capital markets and /or the banking system or strikes or other events that render the Management Company, Transfer Agent, Trustee or the Distributors unable to function or any other conditions mentioned in the Rules.

4.8.3 Queue System

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

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

4.8.4 Winding up in view of Major Redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up are likely to result in the Fund being run down to an unsustainable level or it is of the view that the sell off of assets is likely to result in a significant loss in value for the Unit Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the Queue System, if already invoked, shall cease to apply and all Unit Holders shall be paid after selling the assets and determining the final Redemption Price. However, interim distributions of the proceeds may be made if the Management Company finds it feasible.

4.9 Issue and redemption of Units in extraordinary circumstances

The Management Company may, at any stage, suspend the issue (sale) of Units and for such periods as it may so decide. The issue and redemption of Units may be suspended during extraordinary circumstances including closure of one or more Stock Exchange(s) on which any of the Securities invested in by the Fund are listed, the existence of a state of affairs which in the opinion of the Management Company constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of the Fund or of the Unit Holders, a break down in the means of communication normally employed in determining the price of any investment or when remittance of money cannot be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem Units at a price determined in accordance with the Net Asset Value. The Management Company may announce a suspension or deferral of redemption. Such a measure shall be taken to protect the interest of the Unit Holders in the event of extraordinary circumstances or in the event redemption requests accumulate in excess of ten percent (10%) of the Units in issue. In the event of a large number of redemption requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Management Company may decide to wind up the Fund. Details of the procedure are given in Clause 4.8 herein above. Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or Queue System, shall in the opinion of the Management Company, have ceased to exist and no other condition under which suspension or Queue System is authorized under the Deed exists. In case

of suspension and invoking of a Queue System and end of suspension and Queue System, the Management Company shall immediately notify the SECP and publish the same in the newspaper in which the Fund's prices are normally published.

4.10 Frequency of Valuation, Dealing and Mode of the Price Announcement

4.10.1 The valuation of the property method for determining the value of the assets and liabilities and the net asset value would be as mentioned in the Rules and Clauses 14.42 and 14.43 of the Offering Document.

For the Classes of Units and the Initial Period (Purchase) Prices, please refer to Clause 1.6.2 and Clause 1.8 of this Document.

4.10.2 Subsequent to the Initial Period, the Management Company shall announce the Purchase (Offer) and Redemption (Repurchase) Prices for every Dealing Day, calculated on the basis of the NAV and adjusted for such load, transaction costs, charges and duties as are described herein. The method of calculation shall be such that the Trustee is satisfied regarding the accurate calculation of prices.

4.10.3 The Purchase (Offer) Price shall be equal to the sum of the Net Asset Value (NAV) as of the close of the Dealing Day, Transaction Cost, any Front-End Sales Load (Load) not exceeding 5% of the Net Asset Value (Please refer to Annexure "B" for the current level of load) and such amount as the Management Company may consider appropriate provision for Duties and Charges. The Purchase (Offer) Price so determined for a Dealing Day shall apply to purchase requests, complete in all respects, received by the Distributor and / or Management Company during the business hours on that Dealing Day.

4.10.4 The Redemption Price shall be equal to the Net Asset Value (NAV) as of the close of the Dealing Day less Transaction Cost, any Back-End Sales Load (Load) not exceeding 5% of the Net Asset Value (Please refer to Annexure "B" for the current level of load) and such amount as the Management Company may consider appropriate provision for Duties and Charges. The Redemption Price so determined for a Dealing Day shall apply to redemption requests, complete in all respects, received by the Distributor and / or Management Company during the business hours on that Dealing Day. However, the Back-end Load may not be deducted from the NAV for such units that are being converted in another scheme being run by the Management Company.

4.10.5 The Management Company shall, at such frequencies as may be prescribed in this Offering Document or under the Rules, determine and announce the Net Asset Value based prices of the Units. Under certain circumstances as provided in this Offering Document, the Management Company may suspend the announcement of the prices.

4.10.6 The Management Company shall publish the Purchase (Offer) and Redemption (Repurchase) Prices in at least one daily newspaper widely circulated in Pakistan.

4.10.7 The prices determined, as described hereinabove shall be subject to adjustment for any taxes payable in the jurisdiction of the transaction.

4.11 Purchase (Offer) and Redemption (Repurchase) of Units Outside Pakistan

- A.** Subject to exchange control and other applicable laws, rules and regulations, in the event of arrangements being made by the Management Company for the Purchase (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, at the discretion of the Management Company, include in addition to the Purchase (Offer) Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.
- B.** In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may at the discretion of the Management Company 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.
- C.** The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising there from.

4.12 Transfer, Transmission and Conversion Procedure.

- a) Unit Holder may, subject to the law, transfer any Units held by them to any other account holder. The transfer shall be carried out after the Transfer Agent has been satisfied that all the requisite formalities including the payment of any taxes and duties have been complied with. A Unit shall be transferable only in its entirety.
- 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. Where Certificates have been issued the Trustee may dispense with the production of any Certificates if the Certificates have been lost or destroyed, subject to compliance by the transferor with like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Offering Document or the Trust Deed. The Transfer Agent shall retain all instruments of transfer.

- c) The Transfer Agent shall, with the prior approval of the Management Company, be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of twelve years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of six 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 six years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner.
- d) Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent after satisfying as to all legal requirements. The legal costs and taxes, if any, shall be borne and paid by the transferees. However, the processing fee shall not be payable by successors or the beneficiaries of the estate in the case of transmission. The Management Company shall pay the relevant processing fee to the Transfer Agent.
- e) A Unit Holder may convert the Units in a Unit Trust Scheme managed by the Management Company into Units of another Unit Trust Scheme managed by the Management Company. The Transfer Agent shall carry out the conversion after satisfying

that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. The Management Company may impose a time limit before which conversion may not be allowed.

- f) A Unit Holder may merge the Units when he/she has invested with two folio/registration numbers and wishes to merge both the Units into one Registration No./Folio No./NAFA Account No. 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.
- g) The sale, redemption and transfer of Units and any other dealings in the Units may be carried out On-line, with the consent of the Trustee to the extent permitted by and in accordance with applicable law.

5. DISTRIBUTION POLICY

5.1 Distribution Policy

The net amount available for distribution at the end of the financial year (or such interim period as may be decided by the Management Company), shall comprise of the revenues earned by the Fund including the net impact of the revenue collected and paid out in the NAV calculation through Purchase (Offer) and Redemption (Repurchase) of Units, less all expenses incurred or accrued attributable to the Fund.

The Fund may distribute 90% of the amount available for distribution or any other payout ratio as bonus Units or cash dividends in order to avail tax exemption or any other benefits in the interest of the Unit Holders.

5.2 Declaration of Dividend

The Management Company shall decide from time to time the Accounting Period and whether to distribute among Holders, profits (if any) and shall advise the Trustee accordingly. Such profits may be distributed in cash, bonus units, or a combination of both.

5.3 Determination of Distributable Income

The amount available for distribution in respect of any Accounting Period shall be determined by the Management Company and shall be the sum total of:

- a) The total income earned on the Fund Property during such Accounting Period including all amounts received in respect of dividend, mark-up, profit etc.;
- b) All receipts deemed by the Management Company to be in the nature of capital accruing from Investments shall not be regarded as available for distribution but shall be retained as part of the Fund Property, provided that such amounts out of the sale proceeds of the Investments and all other receipts deemed by the Management

Company to be in the nature of the net realized appreciation may be distributable to the Unit Holders by the Trustee upon instructions of the Management Company and shall thereafter cease to form part of the Fund Property once transferred to the Distribution Account.

- c) Net realized appreciation as set out in (b) above from which shall be deducted expenses as set out in Clause 6.2 below and such other adjustments as the Management Company may determine in consultation with the Auditors, subject to the Rules and the provisions of the Income Tax Ordinance and the Rules there under.

5.4 Reinvestment of Dividend

Dividends shall be automatically reinvested in additional Units, however a Unit Holder may instruct the Management Company in writing by completing the prescribed form not to re-invest the future dividends to which he/she will be entitled. In such an event future dividends shall be paid by way of transfer to his designated bank account. Unit Holders may opt to receive the amount equivalent to their share of the annual cash distribution in the form of additional Units. In such an event, the Management Company shall at the end of the financial year (or the relevant period in the event of an interim distribution) cause to issue such number of Units to the Unit Holder that approximately equates the value of the Cash Dividend for the period. The issue price shall be determined on the basis of the NAV of June 30 or Profit distribution Date after appropriation of income of that year/ relevant period, but without any charge of the front-load normally deducted from the offer price. The issuance of the bonus Units shall be made, net of any taxes, charges and duties that the Management Company or the Trustee is obliged to recover from the Unit Holder.

- 5.4.1 A Unit Holder may in writing at the time of purchase of Units or at a later date instruct the Management Company to reinvest the future dividends to which he/she will be entitled into the Fund Units.
- 5.4.2 The Purchase (Offer) Price for the Units to be issued under Clause 5.4.1 above will be the NAV at the Distribution Date after the adjustment of the announced dividend.

5.5 Bonus Units

The Management Company may decide to distribute, wholly or in part the distributable income in the form of stock dividend (which would comprise of the Bonus Units of the Trust) if it is in the interest of Unit Holders. The Bonus Units would rank *pari passu* as to their rights in the Net Assets, earnings and receipt of dividend and distribution with the existing Units from the date of issue of these Bonus Units. The account statement or Unit Certificate shall be dispatched to the Unit Holder within fifteen days of the issue of Bonus Units. The Unit Holder(s) have the option to encash the Bonus Units at ex-dividend Net Asset Value as on June 30 of the relevant period.

5.6 Payment of Dividend

All payments for dividend shall be made by transfer of funds to the Unit Holder's designated bank account or the charge-holder's designated bank account in case of lien / pledge of Units as the case may be or through any other mode of payment and such payment shall be subject to NBFC Rules.

5.7 Dispatch of Dividend Warrants/Advice

Dividend warrants/advices and/or Account Statements shall be dispatched to the Unit Holders or the charge-holders at their registered addresses as per the Rules.

5.8 Closure of Register

The Management Company may, under intimation to Trustee, close the Register by giving at least fourteen (14) days notice to Unit Holders and for period not exceeding forty-five (45) days in a calendar year. During the closure period, the sale, redemption or transfer of units will be suspended.

6. FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

6.1.1 Sales and Processing Charges (Front-end Load)

The Unit Purchase Price includes front-end load calculated as a percentage of the Purchase (Offer) Price. The current maximum level of Front End Load is 3% as indicated in Annexure B. The issue price applicable to bonus Units issued by way of dividend distribution or issue of Units in lieu of cash distribution shall not include any front-end load. Transfer of Units from one owner to another shall be subject to a processing charge of an amount not exceeding one percent (1%) of the Net Asset Value at the date the request is lodged within business hours on the Dealing Day to the Authorized Distributor, Transfer Agent or Management Company, which shall be recovered from the transferee. The taxes, charges or duties may be recovered by redemption of equivalent Units at the time of the transfer or may be recovered separately. However, the processing charge shall not be payable by successors in the case of inheritance or distribution of the estate of a deceased Unit Holder.

6.1.2 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

- A.** The Distribution Company or any Investment Facilitator/Investment Facilitator/Sales Agent employed by the Management Company will be entitled to a remuneration payable by the Management Company out of its own resources and/or from Front End Load on terms to be agreed between the Management Company and the Distribution Company/Investment Facilitator/Sales Agent.
- B.** Payments to the Distribution Company shall be made on instruction of Management Company and shall not be charged to the Trust

Property. The remuneration due to the Distribution Company shall be paid within thirty (30) calendar days of the end of the calendar months.

- C. In the event that Distribution Function is to be performed by more than one Distribution Companies, the remuneration shall be distributed amongst the Distribution Companies in proportion to the Units sold during the relevant period.
- D. Distributors/Investment Facilitators or Sales Agents located outside Pakistan may, if so authorized by Trustee and the Management Company, be entitled to remuneration (from Management Company's own resources) on terms to be agreed between them and the Management Company, subject to the law for the time being in force.

6.1.3 Redemption Processing Charge (Back-end Load)

The Unit Redemption Price is calculated after deducting a processing charge not exceeding 5% percent from the Net Asset Value of the Unit. The current level of Back-end Load is NIL as indicated in Annexure B.

6.2 Fees and Charges Payable by NAFA Islamic Multi-Asset Fund

The following expenses will be borne by the Fund:

6.2.1 Remuneration of the Management Company

The Management Company shall be entitled to receive a remuneration of an amount not exceeding three percent (3%) per annum of the average annual Net Assets of the Fund during the first five years of the Scheme and thereafter of an amount equal to two percent (2.0%) per annum of the average daily Net Assets thereafter.

The remuneration shall begin to accrue from the close of the Initial Offer period. In respect of any period other than an 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 Accounting Period concerned.

The Management Company shall be entitled to draw advance remuneration on a monthly basis from the Trust Property out of its accrued remuneration.

6.2.2 Remuneration of the Trustee

The Trustee shall be entitled to a monthly remuneration out of the Fund Property based on an annual tariff of charges annexed hereto (Annexure A), which shall be applied to the average daily Net Asset Value during such calendar month. The remuneration shall begin to accrue from the close of the Initial Period. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued. Any costs incurred by the Trustee such as legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit

Holders, are reimbursable at actuals, out of the Fund's properties. All expenses incurred by Trustee in effecting the registration of all registerable property in Trustee's name for the benefit of the Fund, are reimbursable at actuals, out of the Fund's properties.

- 6.2.3 Brokerage and Transaction Costs related to investing and disinvesting of the Fund Property.
- 6.2.4 Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders.
- 6.2.5 Bank charges and financing costs.
- 6.2.6 Auditors' remuneration (including any out of pocket expense billed)
- 6.2.7 Formation Cost estimated at but not exceeding one percent (1%) of the Core Investment (Seed Capital) that will be amortized over a period not less than five years.
- 6.2.8 Annual fee payable to the SECP under Rule 79 of the Rules.
- 6.2.9 Taxes, if any, applicable to the Trust and its income and/or its properties.
- 6.2.10 Rating fee and other expenses directly related to or arising out of the activities of the Fund.
- 6.2.11 Marketing expenses specifically related to the Fund.
- 6.2.12 Charges and levies of stock exchange(s), National Clearing and Settlement Company, CDC, CVT, Laga, Fund Dividend/Redemption of units transfer charges as payable to bank at time of transfer of funds to Unit Holder and other levies and charges.
- 6.2.13 Other expenses directly related to the Fund.
- 6.2.13 Such expenses shall be reimbursed to the Management Company at actuals, if these are paid by Management Company on behalf of the Fund, within 30 days.

6.3 Expenses of the Management Company and the Trustee

The Management Company and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management services provided in accordance with the provisions of the Deed. Neither the Management Company nor the Trustee shall make any charge against the Unit Holders nor against the Fund 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 Rules and the Deed to be payable out of Fund Property.

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 NIMF. 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.

The income of the Fund will accordingly be taxed at the following rates:

- Dividend income received from a company shall be subject to withholding tax of 10%. This withholding tax shall not be final tax and it shall be adjustable.
- Capital gain arising on sale of securities listed on any Stock Exchange(s) in Pakistan is exempt from tax up to tax year 2008.
- Income from Term Finance Certificates or Corporate Paper(s), Government Securities, return on deposits/Certificates of Investment/deposits with banks/financial institutions, money market transactions, profit and loss sharing accounts with banks etc., is taxable at the rate applicable to a public company (as per Income Tax law). However, income from brokerage and commission is subject to final taxation and the applicable withholding tax will be the final tax on this income.

Notwithstanding the tax rates given above, the income from the Fund will be exempted from tax if 90% or more of its accounting income for the year as reduced by capital gains whether realized or unrealized is distributed amongst the Unit Holders. Also, under the provisions of Clause 47 (B) of Part (IV) of the Second Schedule to the Income Tax Ordinance 2001, tax is not required to be deducted from payment of dividend, profit on debt, brokerage and commission to the Fund.

7.1.2 Zakat

NIMF is Saheb-e-Nisab under the Zakat and Ushr Ordinance, 1980. The balance in the credit of savings 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%.

7.2 Taxation on Unit Holders

Disclaimer: The information set forth below is included for general information purposes only. Each investor is advised to consult a tax advisor regarding the specific tax consequences to him/her of investing in the Fund.

- 7.2.1** Unit Holders of the Fund will be subject to Income Tax @ 10% on dividend income (excluding the amount of dividend paid out of capital gains on which tax has already been paid).

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

Unit Holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.2.2 Capital Gains

Capital Gains on disposition of Units in the Fund will be subject to tax on capital gain at the applicable tax rate. The Units of the Fund will be listed on the Stock Exchange(s). Consequently, subject to such listing, the Capital Gain on disposal of the Units shall be exempt from tax up to Tax Year ending on 30th day of June 2008.

7.2.3 Tax Credit

Unit Holders other than a company shall be entitled to a tax credit under Section 62 of the Income Tax Ordinance, 2001, on purchase of new Units. The amount on which tax credit will be allowed shall be lower of (a) amount invested in purchase of new Units, (b) 10% of the taxable income of the Unit Holder or (c) Rupees three hundred thousand, and will be calculated by applying the average rate of tax of the Unit Holder for the tax year. If the Units so acquired are disposed within 12 months, the amount of tax payable for the tax year in which the Units are disposed shall be increased by the amount of tax credit.

7.2.4 Zakat

Units held by resident Pakistani unitholders (individuals only) shall be subject to Zakat at 2.5% of the Par 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 dividend amount or from the redemption proceeds.

7.3 Dividend

The Fund may distribute 90% or more of its accounting income for year as reduced by capital gains amongst the Unit Holders as Bonus Units or cash dividend in order to avail tax exemption in the interest of the Unit Holders(s)

7.4 Disclaimer

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

The entire information in Clause 7 is based on the current taxation status. The exemptions and rates of taxation are subject to change from time to time.

8. REPORTS AND ACCOUNTS

8.1 Financial Year of NAFA Islamic Multi-Asset Fund

The Accounting Period will commence from the date on which the fund property is first paid or transferred to the trustee to June 30, and from July 01 to June 30 for all the following years.

8.2 Financial Reporting

The following reports will be sent to the Unit Holders:

- a) Audited financial statements, together with the auditors report, the report by the Management Company (Director's Report), the report by the Trustee and the report by the Shariah Advisor within three months of the close of each Accounting Period.
- b) Un-audited financial statements (subject to limited scope review by auditors), together with the report by the Management Company within two months of the close of the second quarter of the Accounting Period, as per the Rules.
- c) Un-audited financial statements, together with the report by the Management Company within one month of the close of the first and third quarter of each Accounting Period or such period as prescribed by SECP or the Rules.
- d) The Trustee shall issue a report to the Unit Holders to be included in the annual report, or at such times as directed by the SECP, in accordance with the Law, whether in its opinion, the Management Company has in all material respects managed the Fund Property in accordance with the provisions of the Rules and the Deed and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof. The regularity of reporting will change if so required by the SECP or under the Rules and the Ordinance.

9. SERVICE TO UNIT HOLDERS

9.1 Availability of Forms

All the Forms mentioned and/or included in this Offering Document will be available at the Authorized Branches of the Distribution Companies as well as from the Management Company or on its web site at www.nafafunds.com.

9.2 Register of Unit Holders

- A Register of Unit Holders may be maintained by Transfer Agent Department of the Management Company presently having its office at Transfer Agent Department, National Fullerton Asset Management

Limited, 9th Floor, Adamjee House, I. I. Chundrigar Road, Karachi, or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.

- Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.
- The Holder will be entitled to ask for copies of his account statement on any Dealing Day within business hours by applying to the Transfer Agent in writing and providing such fee that the Management Company may notify from time to time.
- The Register shall be conclusive evidence as to the Units held by each Unit Holder.

9.3 Information in the Register

The Register will normally contain the following major information:

9.3.1 About Unit Holders

- Name of Unit Holder / Joint Unit Holders;
- Address of Unit Holder / first named Joint Holder;
- National Identification Number(s) of Unit Holder/ Joint Unit Holders and or identification number of passport if applicable;
- Father's or Husband's name of Unit Holder in case of individual;
- Occupation of Unit Holder;
- Tax status of the Unit Holder;
- Bank details;
- Zakat status of the Unit Holder(s);
- Record of signature of Unit Holder/Joint Holders;
- Particulars of Nominee(s);

9.3.2 About Units

- a) Type and Class;
- b) Certificate number, if applicable;
- c) Dates of purchase / redemption / transfer;
- d) Number of Units held by the Unit Holder; and
- e) Information about lien / pledge / charge on Units.

9.3.3 Instructions

- a) Instruction about reinvestment or payment of dividend or the encashment of bonus Units;
- b) Instructions for redemption application;
- c) Information and instruction about Pledge of Units / lien;
- d) Information and instruction about Nominee(s) in case of death of Unit Holder;
- e) Bank details for Redemption / Dividend mandate.

9.3.4 Request for Changes

All existing Unit Holders or those who have purchased the Fund Units as per Clause 4.4 above are eligible to change their Unit Holder details if they so desire. Such change in particulars and requests can be made via Special Instruction Form, as attached in Annexure "D" of this Offering Document. These Forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through our web site. The Transfer Agent, who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name the surrender of any Certificate previously issued to such Holder and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall issue a new Certificate if required to such Holder.

9.4 Account Statement

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

9.5 Certificates

- 9.5.1 Unit Certificates will be issued only to Growth Unit Holder(s) if requested.
- 9.5.2 Unit Certificate(s) will be issued only if requested by Units Holder(s) together with a fee at the rate of Rs. 25/- per Certificate or any other amount as determined by the Management Company from time to time.
- 9.5.3 The issued Certificate would be sent through postal or courier service at the applicant's risk within 21 Business Days after the request for the Certificate has been made, to the address of the Unit Holder or to the address of the first named Joint Holder / Principal Account Holder, if the relevant Unit or Units are jointly held.
- 9.5.4 Certificate(s) will not be issued for fractional Units.
- 9.5.5 In the case of Units held jointly the Transfer Agent shall not issue more than one Certificate for the Units held by such Joint Holder(s) and delivery of such Certificate to the first named Joint Holder/Principal Account Holder named first therein shall constitute sufficient delivery to all Joint Holders. All payments required under this document (i.e. redemption and dividend) will be made to first name Joint Holder/Principal Account Holder.
- 9.5.6 Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name and address of the Management Company and the Trustee, shall bear a serial number and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.

9.6 Replacement of Certificates

- 9.6.1 The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received

by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.

9.6.2 The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.

9.6.3 Each new issue of Certificates will require payment of Rs.25/- per Certificate, subject to revisions of fee from time to time by the Management Company.

9.7 Pledge/Lien of Units/Charge

For details about Pledge / Lien of Units / Charge please refer to Clause 4.7 above.

9.8 Nomination

Subject to any Personal Laws that may be applicable to a Unit Holder, a single Unit Holder can nominate a successor to receive the Units upon his death by filling in the relevant portion of the Investment Form (or may request a nomination or change in nomination through the Special Instruction Form. Nominee(s) can be nominated only by single Unit Holder when there are no Joint Holders. The maximum number of Nominee(s) can be two (02) in number with their respective shares mentioned in percentage against their respective names. Such nomination shall however not restrict the Management Company or the Trustee or the Transfer Agent from demanding succession certificate from appropriate court of law and they shall not be liable in any manner in case of any disputes among the legal heirs of the deceased.

10. FINANCIAL INFORMATION

10.1 Auditors Certificate on Core Investors' Investment in the Units of the Fund

A.F.FERGUSON & CO.

A member firm of

PRICEWATERHOUSECOOPERS 

A.F.Ferguson & Co
Chartered Accountants
State Life Building No. 1-C
I.I.Chundrigar Road, P.O.Box 4716
Karachi-74000, Pakistan
Telephone: (021) 2426682-6 / 2426711-5
Facsimile: (021) 2415007 / 2427938

The Board of Directors
National Fullerton Asset Management Limited
9th Floor, Adamjee House
I. I. Chundrigar Road
Karachi

September 18, 2007

C 0121

Dear Sirs

AUDITORS' CERTIFICATE FOR RECEIPT OF SUBSCRIPTION TOWARDS SEED CAPITAL – NAFA ISLAMIC MULTI ASSET FUND (THE FUND)

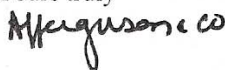
As requested by you we have verified from the books and records of the Fund managed by National Fullerton Asset Management Limited that a sum of Rs 250,000,000 (Rupees Two Hundred Fifty Million only) has been received upto September 18, 2007 in the Fund's bank account maintained with NIB Bank Limited (Main Branch, I.I. Chundrigar Road, Karachi) towards subscription of seed capital of the Fund.

The seed capital has been received as follows:

S.No	Core Investors	Number of Units	Amount in Rupees
1.	Alexandra Fund Management Pte. Limited	10,000,000	100,000,000
2.	National Bank of Pakistan	7,500,000	75,000,000
3.	NIB Bank Limited	7,500,000	75,000,000
Total		25,000,000	250,000,000

This certificate is being issued only for submission as part of NAFA Islamic Multi Asset Fund 'Offering Document'.

Yours truly



10.2 Auditors Certificate on the Net Asset Value of the Fund

A.F.FERGUSON & CO.

A member firm of

PRICEWATERHOUSECOOPERS 

A.F.Ferguson & Co
Chartered Accountants
State Life Building No. 1-C
I.I.Chundrigar Road, P.O.Box 4716
Karachi-74000, Pakistan
Telephone: (021) 2426682-6 / 2426711-5
Facsimile: (021) 2415007 / 2427938

The Board of Directors
National Fullerton Asset Management Limited
9th Floor, Adamjee House
I.I. Chundrigar Road
Karachi

September 18, 2007

C 0122

Dear Sirs


NET ASSET VALUE (UNAUDITED) OF EACH UNIT OF NAFA ISLAMIC MULTI ASSET FUND (THE FUND)

As requested by you we confirm that on the basis of the unaudited books and records of the Fund and the details provided to us by the management company of the Fund, the Net Assets of the Fund as on September 18, 2007 amount to Rs. 250,000,000. The Net Asset Value of each unit proposed to be issued amounts to Rs. 10 and has been computed as follows:

	(Rupees)
Total assets of the Fund	250,010,000
Less: Total liabilities of the Fund	10,000
Net assets of the Fund	250,000,000
Number of units (core units) proposed to be issued as of September 18, 2007	25,000,000
Net Asset Value per unit	Rs. 10

This certificate is being issued only for submission as part of NAFA Islamic Multi Asset Fund 'Offering Document'.

Yours truly



10.3 Formation Cost

All preliminary and floatation expenses of the Fund including expenses in connection with authorization of the Scheme, execution and registration of the Constitutive Document, issue, legal costs, printing, circulation and publication of the Offering Document, marketing of the Fund and inviting investment therein and all expenses incurred during the period leading up to the Initial Period, shall be borne by the Fund and amortized over a period of not less than five years. Such cost will not exceed one percent (1%) of the Core Investors Investment into the Fund.

11. WARNING**11.1 Offering Document**

The provisions of the Trust Deed and the Rules govern this Offering Document. This Offering Document sets out the arrangements covering the basis of the Fund Units. It sets forth information about the Fund that a prospective investor should know before investing in any Unit of the Fund. Prospective investors should consult one or more from amongst their legal advisor, stockbroker, bank manager, or other financial advisor.

11.2 Fluctuation in Price and Income

Prices of Units and income from them may go up or down.

11.3 Warning and Disclaimer**Warning**

If you are in any doubt about the contents of this Offering Document, you should consult your legal advisor or other financial advisor. The price of the units of this Fund and the income of this Fund (from which distribution to Unit Holders is made) may increase or decrease. Price of Units and income from them may go up or down.

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

Disclaimer

The Units of NIMF are not bank deposits and are not issued by, insured by, obligation of, or otherwise supported by the SECP, any Government Agency, Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Core Investors or any other bank or financial institution. The portfolio of NIMF is subject to market risks and risks inherent in all such investments.

NIMF's target return or dividend range cannot be guaranteed. NIMF'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.

Investors are advised to read risk disclosure as mentioned in this document in Clause 2.4 and Clause 2.5 above for more information concerning risk.

12. GENERAL INFORMATION

12.1 Inspection of Constitutive Documents

The copies of constitutive documents, such as Trust Deed and Offering Document, can be inspected free of charge at the addresses given below:

National Fullerton Asset Management Limited

9th Floor,
Adamjee House,
I.I. Chundrigar Road,
Karachi,
Pakistan.

Central Depository Company of Pakistan Limited

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

12.2 Date of Publication of Offering Document

The Offering Document has been published on October 12, 2007. The Management Company accepts responsibility for the information contained in the Offering Document as being accurate at the date of publication.

13. TERMINATION OF NAFA ISLAMIC MULTI-ASSET FUND

13.1 By the Management Company

The Fund may be terminated by the Management Company by giving three (3) months notice in writing to the Unit Holders and Trustee on the grounds given in the Trust Deed and Clause 4.8.4 and 4.9 of this Offering Document. The grounds on which termination is made shall be mentioned in the notice to the Unit Holders.

13.2 By the Securities and Exchange Commission of Pakistan

If the SECP considers that further continuation of the authorization of the Fund will not be in the interest of Unit Holders, it will give a three months notice to the Unit Holders and the Trustee about its intention not to maintain such authorization, provided that no notice shall be served without offering an opportunity of hearing to the Management Company.

13.3 Winding up

In case of the termination of the Fund, the Management Company shall be required to wind-up the Fund and refund the net proceeds to the Unit Holders in proportion to the number of units held by them within such time as may be specified by the SECP.

14. GLOSSARY

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

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

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

14.3 **“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 fund property is first paid or transferred to the trustee and (in any other case) from the end of the preceding accounting period.

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

14.5 **“Authorized Investments”**
 NAFA Islamic Multi Asset Fund is a Balanced Fund and its “Authorized Investments” would comprise of diversified Portfolio of Shariah-Compliant investments including Shariah-Compliant investments available outside Pakistan. The allocation between various investments will depend on prevailing market conditions and opportunities and will comprise the following investments:

Sr. No.	Authorized Investment	Minimum Entity Rating	Minimum Instrument Rating	Maximum exposure limit	Minimum exposure limit
1.	Shariah compliant Equity Securities listed on the Stock Exchange or for the listing of which an application has been approved by a stock	N/A	N/A	70%	30%

	exchange.				
2.	Depository receipts such as Global Depository Receipts (GDR) and / or American Depository Receipts (ADR).	N/A	N/A	30%	0%
3.	Certificates, contracts, securities, instruments issued by companies, organizations, and establishments issued on the principles of Bai'Salam, Istisna'a, Mudarabah, Musharakah, Ijarah, Bai'Mu'ajjal and Murabahah	If entity is rated: Investment grade i.e. BBB or above	N/A	70%	0%
		If entity is unrated: investment will be made after thorough fundamental analysis	N/A	30%	0%
4.	Spread Transactions in Shariah Compliant local listed securities, Global Depository Receipts (GDR) and/or American Depository Receipts (ADR), as the case may be, issued by entities, as approved by Shariah Advisor	N/A	N/A	50%	0%
5.	Shariah Complaint debt / money market instruments	Investment grade i.e. BBB or above (other than sovereign entities)	N/A	70%	0%
6.	• Secured and listed Shariah Complaint securities issued by local governments, government agencies	N/A	N/A	50%	0%
	• Secured and un-listed Shariah Complaint securities issued by local governments, government	N/A	N/A	40%	0%

	agencies				
7.	<ul style="list-style-type: none"> Secured and listed Shariah Complaint securities issued by private sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
	<ul style="list-style-type: none"> Secured and un-listed Shariah Complaint securities issued by private sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	40%	0%
8.	<ul style="list-style-type: none"> Secured and listed Shariah Complaint securities issued by public sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
	<ul style="list-style-type: none"> Secured and un-listed Shariah Complaint securities issued by public sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	40%	0%
9.	<ul style="list-style-type: none"> Un-secured and listed Shariah Complaint securities issued by local governments, government agencies 	N/A	N/A	30%	0%
	<ul style="list-style-type: none"> Un-secured and un-listed Shariah Complaint securities issued by local governments, government agencies 	N/A	N/A	20%	0%
10.	<ul style="list-style-type: none"> Un-secured and listed Shariah Complaint securities issued by private sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	30%	0%
	<ul style="list-style-type: none"> Un-secured and un-listed Shariah Complaint securities issued by private 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	20%	0%

	sector entities and/or financial institutions				
11.	<ul style="list-style-type: none"> • Un-secured and listed Shariah Complaint securities issued by public sector entities and/or financial institutions • Un-secured and un-listed Shariah Complaint securities issued by public sector entities and/or financial institutions 	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	30%	0%
		Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	20%	0%
12.	Certificate of investment based on Shariah Complaint structures	Investment grade i.e. BBB or above	N/A	30%	0%
13.	Shariah Compliant Term Finance Certificates	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
14.	Shariah Compliant Participation Term Finance Certificates	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
15.	Sukuk Islamic Bonds and other Shariah based Bond Structures and debentures	Investment grade i.e. BBB or above (other than sovereign entities)	Investment grade i.e. BBB or above (other than those issued by sovereign entities)	70%	0%
16.	Placements of Funds under Mudarabah, Musharakah, Murabahah, Istisna'a, and Ijarah arrangement	If entity is rated: Investment grade i.e. BBB or above	N/A	70%	0%
		If entity is unrated: investment will be made after thorough fundamental	N/A	30%	0%

		analysis			
17.	Placements of <i>riba free</i> deposits with Islamic banks or Islamic financial institutions or with Islamic branches/windows of other banks or financial institutions	Investment grade i.e. BBB or above	N/A	50% (max. exposure per entity will not exceed 15%)	0%
18.	Placements of <i>riba free</i> deposits in foreign currencies with Islamic banks or Islamic financial institutions or with Islamic branches/windows of other banks or financial institutions	Investment grade i.e. BBB or above	N/A	40% (max exposure per entity will not exceed 15%)	0%
19.	The above and other Shariah-Compliant investments available outside Pakistan, subject to SECP and Shariah Advisor's approval, including: <ul style="list-style-type: none"> i. international Shariah approved equities; ii. international profit bearing securities; iii. international Shariah compliant debt/money market instruments; iv. foreign currency Shariah compliant bank deposits and certificates of investment; v. international Shariah compliant mutual funds. 	N/A	N/A	30% (subject to a cap of US\$15 million)	0%

20.	Any other Shariah Compliant asset-backed securities	Investment grade i.e. BBB or above	Investment grade i.e. BBB or above	50%	0%
21.	Any other securities or instruments that may be permitted or approved by the SECP and the Shariah Advisor from time to time	N/A	N/A	N/A	N/A

Where ratings are mentioned for both entity and instrument:

- either the entity or the instrument should be rated to qualify for investment
- either the entity or the instrument should have investment grade rating to qualify for investment

For instruments issued by the local, provincial or federal government or one of its agencies, the rating requirement shall not apply.

Investments outside Pakistan will enable the Fund to diversify risk as well as avail opportunities for higher returns in international markets. Foreign investment by the Fund is subject to the following limits:

- 30% of the Net Assets of the Fund.
- The above percentage is subject to a cap of US\$ 15 million.

14.6 **“Back-end Load”** means Sales 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, as may be determined by the Management Company.

14.7 **“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.

14.8 **“Bai’ Mu’ajjal”** means a contract in which the seller earns a profit margin on his purchase price and allows the buyer to pay the price at a future date in lump sum or in instalments.

14.9 **“Bai’ Salam”** means a contract in which advance payment is made for certain defined goods (other than gold, silver and currencies) to be delivered later on a fixed date.

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

14.11 **“Business Day”** means any day (business hours thereof) on which banks are open for business in Pakistan.

- 14.12 **"Certificate"** means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of this Trust Deed.
- 14.13 **"Charity"** means amount, representing income which is Haram, paid by the Trustee on instruction of Management Company out of the income of the Trust to a charitable/welfare organization, in consultation with Shariah advisor.
- 14.14 **"Connected Person"** shall have the same meaning as assigned in the Rules.
- 14.15 **"Constitutive Documents"** means the Trust Deed that is the principal document governing the formation, management or operation of the Trust, the Offering Document and all material agreements in relation to the Trust.
- 14.16 **"Contingent Load"** means Sales Load payable not exceeding 5% of the Net Asset Value, if Units are redeemed by any major Unit Holder in such period of time that the Management Company believes may adversely affect the interest of other Unit Holder(s). Any Contingent Load received will form part of the Trust Property.
- 14.17 **"Core Investors"** of the Scheme shall be such initial Investors whose subscription shall in aggregate be in compliance of the requirements of Clause 67(2)(f) of the Rules. The Core Investors shall be issued with Core Units representing their subscriptions. Particulars of the Core Investors shall be included in the Offering Document that shall be issued for this Trust.
- 14.18 **"Core Units"** means such Units of the Scheme that are issued to Core Investors at Par Value with the condition that these units are not redeemable for a period of two years from the date of issue. However, such Units are transferable with this condition and shall rank pari passu with all other Units save for this restriction. Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee.
- 14.19 **"Custodian"** means: a Bank, a Depository or an Investment Finance Company licensed under the Rules, which may be appointed by the Trustee with the approval of the Management Company to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; and shall also include the Trustee itself if it provides custodial services for the Fund.
- 14.20 **"Dealing Day"** means every Business Day from Monday to Friday of every week but does not include a day on which the Stock Exchanges in Pakistan are closed. Units will be available for dealing (purchase, redemption, transfer, switching etc.) on dealing days. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in two widely circulated

English or Urdu newspapers in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

- 14.21 **“Distribution Account”** means the Bank Account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) shall be transferred. Interest, income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the Fund from time to time, as part of the Trust Property for the benefit of the Unit Holder(s).
- 14.22 **“Distributor / Distribution Company”** means Company(ies), Firm(s), Sole Proprietorship concern(s), individual(s), Central Depository Company or any other Financial Institution appointed by the Management Company under intimation to the Trustee for performing any or all of the Distribution Functions and shall also include the Management Company itself, if it performs the Distribution Function.
- 14.23 **“Distribution Function”** means the functions with regard to:
- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
 - b. issuing receipts in respect of (a) above;
 - c. interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
 - d. accounting to the Management Company for all: (i) moneys received from the applicants for issuance of Units; (ii) payments made to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.
 - e. the above functions may be performed electronically, if appropriate systems are in place.
- 14.24 **“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.

- 14.25 **“Exchange of Units Form”** means a standardized form prescribed by the Management Company to be duly filled by the investors for shifting from NIMF to any other Fund managed by the Management Company and will be stated in the Offering Document.
- 14.26 **“Federal Government”** means the Federal Government of Islamic Republic of Pakistan.
- 14.27 **“Formation Cost”** means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of the Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.
- 14.28 **“Front-end Load”** means the sales and processing charge or commission (excluding Duties and Charges) not exceeding 5 % or such other percentage (as determined by the Management Company) of the Net Asset Value which may be included in the Offer 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.
- 14.29 **“Halal”** means anything permitted by the Shariah.
- 14.30 **“Haram”** means anything prohibited by the Shariah.
- 14.31 **“Holder or Unit Holder”** means the investor for the time being entered in the Register as owner of a Unit including investors jointly so registered pursuant to the provisions of this Trust Deed.
- 14.32 **“Initial Period”** means a period determined by the Management Company not exceeding ninety days during which Units will be offered at the Initial Price in terms of the Offering Document, inclusive of the offering to the Core Investors.
- 14.33 **“Initial Price”** means the price per Unit during the Initial Period determined by the Management Company.
- 14.34 **“Investment”** means any Authorized Investment forming part of the Trust Property.
- 14.35 **“Investment Facilitators/Advisors/ Sales Agents ”** means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents out of the Sales Load collected by it in the Offer Price and /or Management Fee.

- 14.36 **“Investment Form”** means a standardized form prescribed by the Management Company to be duly filled by the investors to purchase Units and will be stated in the Offering Document.
- 14.37 **“Istisna’a”** means a contractual agreement for manufacturing goods and commodities, allowing cash payment in advance and future delivery or a future payment and future delivery.
- 14.38 **“Management Company”** is defined in the preamble hereto;
- 14.39 **“Mudarabah”** means a form of partnership where one partner provides funds while other provides expertise and management.
- 14.40 **“Murabahah”** means a sale on mutually agreed profit. Technically, it is a contract of sale in which the seller declares his cost and profit. As a financing technique, it involves a request by the client to the financier to purchase certain item for him, which is then sold to the client at a mutually agree price.
- 14.41 **“Musharakah”** means a relationship established under a contract by the mutual consent of the parties for sharing of profits and losses arising from a joint enterprise or venture. All providers of capital are entitled to participate in management, but not necessarily required to do so. The profit is distributed among the partners in pre-agreed ratios, while the loss is borne by each partner strictly in proportion to respective capital contributions.
- 14.42 **“Net Assets”**, in relation to the Trust, means the excess of assets over liabilities of the Trust, such excess being computed in the manner specified hereunder:-
- a. A security listed on a stock exchange shall be valued at its last sale price on such exchange on the date as of which it is valued, or if such exchange is not open on such date, then at its last sale price on the next preceding date on which such exchange was open and if no sale is reported for such date, the security shall be valued at an amount not higher than the closing asked price nor lower than the closing bid price;
 - b. An investment purchased and awaiting payment against delivery shall be included for valuation purposes as a security held, and the cash account of the Fund shall be adjusted to reflect the purchase price, including brokers commission and other expenses incurred in the purchase thereof but not disbursed as of the valuation date;
 - c. An investment sold but not delivered pending receipt of proceeds shall be valued at the net sale price;
 - d. The value of any dividends, bonus shares or rights which may have been declared on securities in the portfolio but not received by the Fund as of the close of business on the valuation date shall be included as assets of the Fund, if the security upon which such

dividends, bonuses or rights were declared is included in the assets and is valued ex-dividend, ex-bonus or ex-rights as the case may be;

- e. A security not listed or quoted on a stock exchange shall be valued at investment price or its break up value as per last audited accounts, whichever is later.
 - f. Mark-up accrued on any mark-up bearing security in the portfolio shall be included as an asset of the Fund, if such accrued interest is not otherwise included in the valuation of the security;
 - g. Any other income accrued up to the date on which computation was made shall also be included in the assets;
 - h. All liabilities, expenses, taxes and other charges, including Annual Fee due or accrued up to the date of computation which are chargeable under the Rules, other than the Unit Holders' Funds, shall be deducted from the value of the assets;
 - i. The remuneration accrued up to the date of computation payable to the Management Company, for providing management and other services, shall be included as an expense.
 - j. For international Investments and foreign currencies, valuation/conversion will be carried-out in consultation with the external auditor and will be disclosed in the financial statements of the Scheme.
 - k. such method of valuation of assets and liabilities as may be specified by the Commission from time to time;
 - l. a government security not listed on a stock exchange and traded in the inter-bank market shall be valued at the average rate quoted on a widely used electronic quotation system and such average rate shall be based on the remaining tenor of the security;
- 14.43 **"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.
- 14.44 **"Offer Price or Purchase Price "** means the sum to be paid by the investor for purchase of one Unit, such price to be determined pursuant to this document.
- 14.45 **"Offering Document"** means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and is circulated to invite offers by the public to invest in the Scheme.

- 14.46 **"On-line"** means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.
- 14.47 **"Ordinance"** means the Companies Ordinance, 1984.
- 14.48 **"Par Value"** means the face value of a Unit as defined in the Offering Documents.
- 14.49 **"Personal Law"** means the law of inheritance and succession as applicable to the individual Unit Holder.
- 14.50 **"Pledge Form"** means a standardized form prescribed by the Management Company to be duly filled by the investor to Pledge his/her Units and will be stated in the Offering Document.
- 14.51 **"Profit Distribution Date"** means the date on which the Management Company decides to distribute the profits (if any).
- 14.52 **"Redemption Form"** means a standardized form prescribed by the Management Company to be duly filled by the investor to redeem Units and will be stated in the Offering Document.
- 14.53 **"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.
- 14.54 **"Register"** means the Register of the Unit Holders kept pursuant to the Rules and the Trust Deed.
- 14.55 **"Regular Interval"** means monthly, quarterly, half year or annual periods.
- 14.56 **"Rules"** mean Non-Banking Finance Companies (Establishment and Regulation) Rules 2003 as amended from time to time.
- 14.57 **"Sales Load"** means the charge or commission (excluding Duties and Charges) not exceeding 5% of Net Asset Value and includes the Front-end Load, the Back-end Load and the Contingent Load as determined by Management Company.
- 14.58 **"SECP"** means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.
- 14.59 **"Shariah or Islamic Shariah"** means divine guidance as given by the Holy Quran and Sunnah of Prophet Muhammad (PBUH) and embodies all aspects of the Islamic faith including beliefs, practices, rules and principles.

- 14.60 **"Shariah Advisor"** means an Islamic Financial Institution or a body of Islamic scholars appointed by the Management Company with the approval of the Commission, having knowledge of Islamic Finance, to supervise and monitor the activities of the scheme to ensure that all its activities comply with Shariah.
- 14.61 **"Shariah Compliant"** means any activity that is in accordance with the Islamic Shariah.
- 14.62 **"Special Instruction Form"** means a standardized form prescribed by the Management Company to be duly filled by the investor to change his/her particulars and will be stated in the Offering Document.
- 14.63 **"Stock Exchange"** means Stock Exchanges registered under the Securities and Exchange Ordinance, 1969.
- 14.64 **"Sukuk"** means a type of Islamic bond that is backed by assets of the issuer that earn profit or rent.
- 14.65 **"Transaction Costs"** means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust's portfolio, *inter alia*, necessitated by creation or cancellation of Units, which costs may be added to the NAV for determining the Offer Price of Units or to be deducted from the NAV in determining the Redemption Price.
- 14.66 **"Transfer Agent"** means a company including a Bank that the Management Company shall appoint for performing the Registrar Functions. The Management Company may itself perform the Registrar Function.
- 14.67 **"Transfer Agent Functions"** 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) Canceling 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 distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends;
 - h) Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
 - i) Maintaining record of lien/pledge/charge; and
 - j) Keeping record of change of addresses/other particulars of the Holders.

- 14.68 **"Transfer Form"** means a standardized form prescribed by the Management Company to be duly filled by the investor to transfer Units and will be stated in the Offering Document.
- 14.69 **"Trust Deed" or "Deed"** means this trust deed executed between the Management Company and the Trustee along with all the exhibits appended hereto.
- 14.70 **"Trust Property"** means the aggregate proceeds of the sale of all Units at Offer Price after deducting therefrom or providing thereagainst any applicable Front-end Load and Duties and Charges and Transaction costs and any other expenses chargeable to the Fund; and includes the Investment and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Holders pursuant to this Deed but does not include any Back-end Load payable to the Management Company or any amount available for distribution in the Distribution Account.
- 14.71 **"Trust" or "Unit Trust" or "Fund" or "NIMF" "NAFA Islamic Multi-Asset Fund" or "Scheme"** means the Unit Trust constituted by the Trust Deed for continuous offers for sale of Units.
- 14.72 **"Unit" (Growth Unit or Income Unit)** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Act and Rules, 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 this Trust Deed.

15. **ARBITRATION**

In the event of any disputes arising out of the Trust Deed or this Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Management Company and the Trustee, as well as those relating to the interpretation of the terms and conditions of the Trust Deed and/or the Offering Document relating to the Unit Trust, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the Parties. The arbitrators and the umpire shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned Law Firms, or senior bankers or senior members of the Karachi Stock

Exchange (Guarantee) Limited, (who may even be the heads of corporate members). The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

Subject to Arbitration Clause above applicable between the Management Company and the Trustee inter se, each party, including the Unit Holders, irrevocably submit to the exclusive jurisdiction of the courts at Karachi.

ANNEXURE A**Central Depository Company of Pakistan Limited
Tariff Structure for Trusteeship of Open-end Mutual Funds (Unit Trusts)**

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

Net Assets	Tariff
Up to Rupees one billion	Rs. 700,000/- (Rupees Seven Hundred Thousand only) or 0.20% p.a. of NAV, whichever is higher.
Exceeding Rupees one billion	Rs. 2,000,000/- (Rupees Two Million only) plus 0.10% p.a. of NAV exceeding Rs. 1,000 million

ANNEXURE B

Current Level of Front-end and Back-end Loads

Effective from Close of Initial Period

	<u>% of NAV</u>
Front End Load:	3.00%
Back End Load :	0.00%

ANNEXURE C**LIST OF DISTRIBUTION OFFICES**

National Fullerton Asset Management Limited

National Bank of Pakistan

NIB Bank Limited

KARACHI

- | | |
|---|---|
| <p>1. Main Branch
Phone No.:021-9212220/9212244</p> <p>2. Nadir House Branch
Phone No.:021- 9217153-54</p> <p>3. Saddar Branch
Phone No.: 021-9203599</p> <p>4. M. A. Jinnah Road Branch
Phone No.: 021-9215025-26</p> <p>5. Club Road Branch
Phone No.: 021-9206027/9206067</p> <p>6. PIDC House Branch
Phone No.: 021-9206040/9206031</p> <p>7. Defence Housing Authority Branch
Phone No.: 021-5395512-13</p> <p>8. Model Branch, Clifton
Phone No. 021-9251330</p> <p>9. Nicol Road Branch
Phone No.: 021- 2426353</p> <p>10. Clifton Cantt. Board Branch
Phone No.: 021-5844296/5848655</p> <p>11. Custom House Branch
Phone No.: 021-9217121/9214233</p> <p>12. Aimai House Branch
Phone No.: 021-9203913/9206057</p> | <p>13. Kutchery Road Branch
Phone No.: 021-2633914/2639104</p> <p>14. Income Tax Branch
Phone No.: 021- 9211657/9211636</p> <p>15. PNSC Branch
Phone No.: 021-9206055/5612174</p> <p>16. Hoor Market Branch
Phone No.: 021-2851892</p> <p>17. Clifton Branch
Phone No.: 021-9251375-76</p> <p>18. Mohammad Ali Housing Society Branch,
Phone No.: 021- 4314321/4525845</p> <p>19. Shaheed-e-Millat Road Branch
Phone No.: 021- 4382569/4381526</p> <p>20. FTC Building Branch
Phone No.: 021-9203579/9202474-75</p> <p>21. Awami Markaz Branch
Phone No.: 021-9240555-8</p> <p>22. Nazimabad Branch
Phone No.: 021- 9260667/6607356</p> <p>23. SITE Branch
Phone No.: 021-2567788/2573812</p> <p>24. Lasbella Chowk Branch
Phone No.: 021- 9215561</p> <p>25. Gulshan-e-Iqbal Branch</p> |
|---|---|

Phone No.: 021- 9243535

26. Landhi Township Branch

Phone No.: 021-5010351

27. Korangi Industrial Area Branch

Phone No.: 021-5071601

28. North Karachi Branch

Phone No.: 021-6971672/6956774

29. Malir Cantt Branch

Phone No.: 021-9247453

30. PAF Base. Masroor Branch

Phone No.: 021-9241000-40

31. Binori Town Branch

Phone No.: 021-9230241

32. Rahimabad Branch

Phone No.: 021-9246019/9246022

33. SMCH Society Branch

Phone No.:021-4535897/4557750

34. Civic Center Branch

Phone No.:021-9230232/9231031-2

35. Tariq Road Branch

Phone No.: 021-4315619-4530372

36. Drigh Road Branch

Phone No.: 021-9218541

37. PASMIC Branch

Phone No.: 0201- 4570014

38. Shamsi Coop. Housing Society Branch

Phone No.: 021-9248535- 9248546

39. Paposhnagar Branch

Phone No.: 021-6610557-9260652

40. Sharifabad Branch

Phone No.: 021-9246020

41. Airport Branch

Phone No.: 021-9248531/9248917

42. Model Colony Branch

Phone No.: 021-4511594

43. Avari Towers Branch

Phone No.: 021-9205426/9202484

44. PIB Colony Branch

Phone No.: 021-9231640

45. Sakhi Hassan Branch

Phone No.: 021-6640572/6629190

LAHORE:

01. Main Branch Lahore

Phone: 042-9211686/9211674

02. Defence Housing Society Branch

Phone: 042-5720436-5720597

03. Civil Secretariat Branch

Phone: 042-9211998

04. Lahore Cantt Branch

Phone: 042-9220317/9220320-21

05. Model Town Branch,

Phone: 042-9230935-237

06. Regal Chowk Branch

Phone: 042-7310113

07. WAPDA House Branch

Phone: 042-9202493/9202149

08. Samanabad Branch,

Phone: 042-7579464

09. Main Market Gulberg Branch

Phone No.042-5751404/5753835

10. LDA Plaza Branch

Phone: 042-9200435-36

11. PCSIR Branch

Phone: 042-9230548

12. Hotel Ambassador Branch

Phone: 042-6303579

13. Pak Admin. Staff College

Phone: 077-9202927

Phone: 051-9205051

14. Wahdat Road Branch

Phone: 042-7588963

08. G-9 Branch

Phone: 051-9261213

15. ACP Model Corporation Branch

Phone: 042-9203149-9203167

09. Corporate Branch

Phone: 051-9206696

16. New Garden Town

Phone: 042-5832594

RAWALPINDI

01. GHQ Branch,

Phone No.:051-9270351

17. Model Branch, Gulberg

Phone: 042-5751104/5752215

02. Rawalpindi Cantt. Branch

Phone No.: 051-9270586

18. New Muslim Town Branch

Phone: 042-9230561

03. City Branch

Phone No.: 051- 5553214/5553105

19. Allama Iqbal Town

Phone: 042-7840793/7840655

04. Satellite Branch

Phone No.:051-9290843

20. Tech Society Branch

Phone: 042-5303732

05. Peshawar Road Branch,

Phone No: 051-9278194

21. Lytton Road Branch,

Phone: 042-7311437

06. Corporate Branch

Phone No: 051-9272677-8

22. Defence Housing Authority Branch

Phone: 042-5729265/5728265

BAHWALPUR

01. Main Branch, Dist. Court Bahawalpur

Phone No.:0621-9250121

ISLAMABAD

01. Main Branch

Phone: 051-9201996 /9201973

02. "B" Block Branch

Phone: 051-9205177

D.G. KHAN

01. Main Branch, D.G. Khan

Phone No.:0641-462165

03. Blue Area Branch

Phone: 051-9204638

D.I. KHAN

01. Main Branch, D.I. Khan

Phone No.:0961-9280045

04. Industrial Area, Islamabad

Phone No.: 051-9258672-3

05. F-8 Branch

Phone: 051-2853360

FAISALABAD

01. Civil Lines Branch,

Phone No.:041-9200750/9200570-78

06. Aabpara Branch

Phone: 051-9210212

02. City Branch,

07. Foreign Affairs Branch

Phone No.:041-9200328

03. Aminpur Bazar Branch
Phone No.:041-9200856/9201132

04. Peoples Colony Branch
Phone: 041-9220019-20

MULTAN

01. Main Branch, Multan
Phone No.:061-9200524-25

02. Multan City,
Phone No.:061-9200532

GUJARANWALLA

01. Civil Lines Branch,
Phone No.:0431-9200330

02. City Branch, Gujaranwalla
Phone No.:0431-217068

03. Small Industrial Estate Branch
Phone No.:0431-9200350

04. Atta Building Branch
Phone No.:055-4217115/4210993

JHELUM

01. Civil Lines Branch
Phone No.:0544-9270184

SIALKOT

01. Dist. Court, Sialkot
Phone No.:0432-9250561/9250236-7

02. Sialkot Cantt. Branch
Phone No.:0432-9250450

03. Sialkot City Branch
Phone No.:0432-9250226-27

04. Small Industrial Estate Branch
Phone No.: 0432-3255561/3255844

HYDERABAD

01. Fatima Jinnah Road Branch,
Phone No.:0221-9200182

02. Market Area Branch
Phone No.:0221-2635805

03. Shahbaz Building Branch
Phone No.:0221-9200512

04. Latifabad Branch,
Phone No.:0221-9260036

MIRPURKHAS

01. Main Branch,
Phone No.:0231-9290255

NAWABSHAH

01. Main Branch ,
Phone No.:0241-9370401-2

LARKANA

01. Main Branch,
Phone No.:0741-9410933

SUKKUR

01. Main Branch, Sukkur
Phone No.:071-9310263-64

QUETTA

01. City Branch, Quetta
Phone No.: 081-9201450

02. Civil Secretariat Branch
Phone No.: 081-9202647

03. M.A. Jinnah Road Branch
Phone No.:081-9201975

GAWADAR

01. Main Branch, Gawadar

Phone No.:0864-9210089

ABBOTTABAD

01. Main Branch, Abbottabad
Phone No.:0992-9310137

PESHAWAR

01. Cantt Branch
Phone No.:091-9211347-8
02. City Branch Peshawar
Phone No.:091-2564729
03. Saddar Branch
Phone No.:091-9211628
04. Hayatabad Branch
Phone No.: 091-9217119

SARGODHA

01. Main Branch
Phone: 0451-9230467

SHEIKHUPURA

01. Civil Lines Branch,
Phone No.:04931-3785938

NOWSHERA

01. Main Branch
Phone No.:0459-9220048

MUZAFFARABAD AZAD KASHMIR

01. Main Branch,Muzaffarabad
Phone No.: 058810-43033/42314

NIB BANK LTD.

KARACHI

01. Main Branch, I. I. Chundrigar Road
Phone No.: 021-111-333-111
02. Clifton Branch
Phone No.: 021-5832406-11
03. D.H.A Branch
Phone No.: 021-5304160 / 67

04. Shahrah-e-Faisal Branch
Phone No.:021-4391350-54

05. Veerji Street Branch, Jodia Bazar
Phone No.:021-2441704/2442343

- 06 North Karachi, Industrial Area Branch
Phone No.: 021-6958661/63

- 07 S.I.T.E. Branch
Phone No.: 021-2584480-83

- 08 Korangi Industrial Area Branch
Phone No.:021-5114146-9

- 09 Gulshan-e-Iqbal Branch
Phone No:021-
4986186/4987547/4991326

LAHORE:

01. Bund Road Branch
Phone No.: 042-7147231-6

02. Main Boulevard, Gulberg III Branch
Phone No.: 042-5761277/111-333-111

03. Bank Square Branch
Phone No.: 042-111-369-369

04. Circular Road Branch,
Phone No.: 042-7642954-7642941

05. D.H.A. Branch
Phone No.: 042-5304160

06. Peeco Road Branch
Phone No.: 042-5201070-74

FAISALABAD

01. Regency Arcade, The Mall
Phone No.: 041-2617946-47

ISLAMABAD

01. F-7 Markaz, Post Mall

Phone No.: 051-2653581-85

01. Circular Road Branch

Phone No.:0533-517093/51701

02. Jinnah Avenue, Blue Area

Phone No.: 051-2878857-59

PESHAWAR

01. Fakhr-e-Alam Road, Cantt

Phone No.:091-5287955-7

02.Cantt. Branch,

Phone No.:091-5274128/5275441

HYDERABAD

01. Risala Road

Phone No.: 0221-785931-33

02. Saddar Branch,

Phone No.:022-2781314

SIALKOT

01. Paris Road

Phone No.:0524-4590771/4590205

MULTAN

01. 66 Abdali Road

Phone No.:061-4781225/4784467

RAWALPINDI

01. Murree Road Branch

Phone No.:051-5518899/518811

GUJURANWALA

01. Near Anwar Industries,

Phone No.:055-4000551/4555091

GUJRAT

Please note that the above branches may change from time to time as per the discretion of the Management Company. The Trustee will be informed accordingly.

ANNEXURE D**Forms**

The following Forms are attached herewith;

<u>Type of Form</u>	<u>Form Reference</u>
Account Opening Form	NAFA – 01
Investment Form	NAFA – 02
Redemption Form	NAFA – 03
Transfer of Units Form	NAFA – 04
Pledge Form	NAFA – 05
Exchange of Units Form	NAFA – 06
Special Instructions Form– Change in Unit Holder Particulars	NAFA – 07