Registration No# KAR/ST/034/2022 ***Date: 03/06/2022***

DIRECTORATE OF INDUSTRIES, SINDH (KARACHI)

TRUST REGISTRATION CERTIFICATE

I hereby certify that ***ALFALAH STABLE RETURN FUND (ASRF)*** *its trustee Central Depository Company of Pakistan Limited, situated at CDC House 99-B, Block "B" S.M.C.H.S, Main Shahrah-e-Faisal, Karachi and fund company Alfalah GHP Investments Limited, office situated at, at 8-B, 8th Floor, Executive Tower, Dolmen City, Block-04, Clifton, Karachi, has this day been duly registered under Section 16 of the Sindh Trust Act ,2020.*

Given under my hand and seal at, ***KARACHI****, this* ***03rd*** *day of* ***June*** *2022.*

Seal

SEAL OF ASSISTANT DIRECTOR (TRUST)
DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

(FAREED AHMED)
ASSISTANT DIRECTOR (TRUST)
DIRECTORATE OF INDUSTRIES
GOVERNMENT OF SINDH, KARACHI

Fee Rs 10,500/

NOTE: *It is informed that, in case of any amendment in a trust by trustee shall also be registered under section 16-A (3) of Sindh Trust (Amendment) Act 2021.*

Registration No KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

TRUST DEED

OF

ALFALAH STABLE RETURN FUND (ASRF)

AN OPEN ENDED FIXED RATE / RETURN SCHEME

BY & BETWEEN

ALFALAH GHP INVESTMENT MANAGEMENT LIMITED

AND

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

Reg No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

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SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

For CDC Trustee

CDC Trustee

Registration No. KAR/ST/054/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

Schedule-I
See Rule-4 (a)

Memorandum of Association (MOA) under Rule-4(a) of the SINDH Trust Rule-2020

Name of Trust:
Alfalah Stable Return Fund (ASRF)

Main office address of the Trust:
8-B, 8th Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan

Any other sub office address of the Trust if available:
N/A

Objectives of the Trust
Alfalah Stable Return Fund (ASRF) The Fund is an Open-end that aims not only to provide its Unit Holders capital preservation but to generate returns on Investment as per the respective Investment Plans by investing in authorized Investment avenues in line with the risk tolerance of the Investor.. The Trustee shall hold and stand possessed of the Trust Property that may from time to time hereafter be vested in the Trustee upon trust as a single common fund for the benefit of the Unit Holder(s) ranking pari passu inter se, according to the number of units held by each unitholder. The Trust Property shall comprise of the aggregate proceeds of all Units issued from time to time and includes the Investment and all income, profit and other benefits arising therefrom, as specified in the Trust Deed, Offering Document, the NBFC Rules and Regulations.

Author's Name and Address
Alfalah GHP Investment Management Limited
8-B, 8th Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan

The details of Trustees and beneficiaries are to be provided in the Schedule-IV.

For & On Behalf of Author (Alfalah GHP Investment Management Limited)

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

Alfalah GHP Investment Management

Mr. Noman Ahmed Soomro
Chief Operating office/ Company Secretary
CNIC No.: 41308-7576286-1
Cell No.: 0301-8233589

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

Witnesses (1) _____
Name: Sharig Mukhtar Hashmi
CNIC: 42101-9805602-3

Witnesses (2) _____
Name: Muneer Haider
CNINC: 4230-0560563-1

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

C749487

2000 Rupees

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ZAHEER STAMP VENDOR
Shop No.763 New Rizvi Centre
Liaqat Road Bolton Market Karachi
S No 81704 Date 22 APR 2022
Issued to with Address
through with Address Alfalah Ghp
Purpose
Value Rs 2000 Affixed
Stamp Vendor's Signature
NOT USE FOR FREE WILL & DIVORCE DEED

S. RIZWAN ADVOCATE B.A. Notary Public KARACHI PAKISTAN

RUPEES TWO THOUSAND ONLY
RUPEES ONE THOUSAND ONLY
RUPEES TWO THOUSAND ONLY

Registration No KARI/ST/034/202
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

TRUST DEED

THIS TRUST DEED is made and entered into at Karachi, on this _____ day of _____.

Assistant Director of Industries (Trust Wing) has issued a certificate of registration bearing reference no _____ dated _____upon registration of the Trust under Sindh Trust Act 2020.

1. **Name of the Scheme: Alfalah Stable Return Fund (ASRF)**

2. **Category, Type and Benchmark of the Scheme**

   a) Open-ended; Fixed Rate Return Scheme

   b) **Benchmark** of the Fund is 70% three (3) months PKRV rates + 30% three (3) months average deposit rate of three (3)-AA rated scheduled Banks as selected by MUFAP, or any other benchmark as disclosed in the Offering Document.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

   c) **Structure of the Scheme**

      i) The Fund shall offer various fixed rate/ return Investment Plans based on their structure of fixed maturity investing in the investable avenues as defined in the Offering Document and the number of such plans at any point in time shall not exceed the limit specified by the Commission. The Management Company may, with the prior approval of the Commission, introduce new Allocation Plans through supplement to the Offering Document.

For AGIML

Alfalah GHP Investment Management Ltd.

ATTESTED
S. RIZWAN ADVOCATE
B.A. LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For CDC Trustee

CDC Trustee
Central Depository Company of Pakistan Limited

Registration No. KHI/ST/034/2022
Date 05-2022
Assistant Director (Trust)
District South Karachi Division
Directorate of Industries

ii) Each Investment Plan may have one or more unit types, for example "Growth" units & "Income" Units, and will announce separate NAVs which will rank parri passu inter se according to the number of Units of the respective Investment Plans.

iii) Each Investment Plan shall make investments in such a manner that the original amount of investment is protected at maturity whilst having the potential to yield positive fixed rate/return.

iv) Each Investment Plan may have different Investment avenues and/or different maturity dates and/or different level of Contingent Loads, with a maximum of ten Investment plans at any point in time. However, in order to ensure a pre-specified return target, Management Company may offer Investment Plans without any maturity dates (subject to approval of SECP), with a pre-specified conditions to meet by the investors.

v) Each Investment Plan will have its own investment policy which will be disclosed in Offering Document of the Fund.

vi) Management company may at its own discretion decide the launching date of each Allocation Plan and disclose through Offering Document or through Supplemental Offering Document subject to the approval of the Commission and consent of the Trustee. Moreover, the names of the Allocation Plan(s) will be disclosed in the Offering Document.

vii) The Total Expense Ratio of this Fund/ Investment Plan(s) launched under it shall be upto 2% and the Fund/ investment Plan(s) launched under it shall not charge any sales load to investor except contingent load which shall be made part of the scheme property; Provided that contingent load shall commensurate with the net loss incurred due to early redemption.

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

viii) The Management Company may, with the prior approval of the Commission, introduce new Investment Plans through supplement to the Offering Document.

ix) The minimum size of the Scheme shall be of such amount as specified in the Regulations.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

x) Investors of the Fund may hold different types of Units of Investment Plans and may invest in any one or more of the available Investment Plans.

3. Participating Parties and Constitution of the Trust

I. Alfalah GHP Investment Management Limited (AGIML) a public limited company incorporated under the Companies Act, 2017(the "Act"), having its registered office at 8-B, 8th Floor, Executive Tower, Dolmen City, Block 4, Clifton, Karachi, Pakistan (hereinafter called the **"Management Company"** which expression where the context so permits shall include its successors in interest and

For AGIML | ATTESTED S. RIZWAN ADVOCATE B.A.LL.B. NOTARY PUBLIC KARACHI-PAKISTAN | **For CDC Trustee**

assigns) of the one part; and

AND

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

WITNESSETH:

A. The Management Company has been licensed by the Securities and Exchange Commission of Pakistan (hereinafter referred to as the "SECP") as an Asset Management Company pursuant to the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (hereinafter referred to as the "Rules", which expression shall include any amendments thereto and substitutions thereof) for the purpose of undertaking asset management services under License No. AMCW/13/AGIML/AMS/07/2020 dated May 04, 2020, attached hereto as Annexure **"A"**.

B. The Management Company has been authorized by the SECP vide its letter bearing reference No. **SCD/AMCW/ASRF/317/2022** dated **April 15, 2022** attached herewith as Annexure **"B"** to constitute the Trust under the name and title of "Alfalah Stable Return Fund" (hereinafter referred to as "the Scheme" or "the Trust" or "the Unit Trust" or "the Fund") and to register this Trust Deed ("the Deed"), pending registration of the Trust as a notified entity under Section 282CA of the Companies Ordinance, 1984 for the establishment and operation of the Trust in accordance with the provisions of the Rules and Regulations and this Trust Deed;

C. The Management Company has nominated and appointed Central Depository Company of Pakistan Limited as Trustee of the Scheme and the Trustee has accepted such appointment upon the terms and conditions herein contained and the tariff structure for trusteeship as per Annexure **"C"** attached herewith;

D. Letter from Central Depository Company of Pakistan Limited bearing reference No. **CDC/T&C-SII/DH/0122/2022** dated **April 04, 2022** consenting on the contents of the Trust Deed attached herewith as Annexure "D";

E. Assistant Director of Industries and Commerce Directorate of the Department has issued a certificate of registration bearing reference no ..... upon registration of the Trust under Sindh Trust Act 2020.

4. Governing Law and Jurisdiction

4.1 This Trust Deed shall be subject to and governed by the laws of Pakistan, including the Companies Ordinance, 1984, the Act, Rules and the Regulations, any directives or circulars issued by SECP and all applicable laws and regulations as issued, amended or replaced from time to time. Where any Rules or Regulations are issued or amended, any directives are issued or any relaxation or exemption is allowed by SECP it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed pursuant to such new regulations, amendments, directive, relaxation or exemption shall be deemed to have been incorporated in this Trust Deed without requiring any modification unless specifically required by the SECP in

Registration No. KAR/ST/034/2022
Date 05-08-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

the event of any conflict between this Trust Deed and the provisions of the Rules Regulations, directives, circulars, the latter shall supersede and prevail over the provisions contained in this Trust Deed.

4.2 The Fund shall be subject to the rules and regulations of the State Bank of Pakistan and the SECP with regard to the foreign Investments made by the Fund and also with regard to investments that may be made in the Fund from outside Pakistan. The Investments made by the Fund in offshore countries and bank accounts and custodial services accounts that may be opened by the Trustee for the Fund in offshore countries on the instructions of the Management Company may become subject to the laws of such countries. Foreign investments made by the Fund shall be in accordance with the guidelines of the SECP issued from time to time.

4.3 Subject to the Clause 22 hereafter, applicable between the Management Company and the Trustee inter se, each party, including the Unit Holder(s), irrevocably submit to the exclusive jurisdiction of the Courts at Karachi.

5. Declaration of Trust

5.1 Subject to the amount received from Pre IPO Investors, which shall be possessed by the Trustee in the capacity of custodian, shall be the right of those investors investing such amount till the time of IPO.

5.2 It is hereby irrevocably and unconditionally declared that:

a) The Trustee shall hold and stand possessed the Trust Property that may from time to time hereafter be vested in the Trustee upon trust, being the cumulative of Trust Properties of Investment Plan offered under the fund, for the benefit of the Unit Holder(s), of each Investment Plan under the fund, ranking pari passu inter se, according to the number of Units of an Investment Plan held by each Unit Holder(s);

b) The Trust Property shall be invested or disinvested from time to time by the Trustee at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in this Deed, the Offering Documents, the Rules, the Regulations, other Regulatory Provisions and conditions (if any) which may be imposed by the SECP from time to time; and

c) The Management Company shall establish, manage, operate and administer the Fund, and the Investment Plan under the Fund, in accordance with the Rules, Regulations, any directive, circular on the matter this Deed and the Offering Document as Issued or amended by SECP from time to time.

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

6. Effect of this Deed and Status of Unit Holder(s)

6.1 Deed Binding on Each Unit Holder

The terms and conditions of this Trust Deed as amended, as per the term of Clause 22 of this Deed, from time to time shall be binding on each Unit Holder

For AGIML

Al-Ghani Investment Management Ltd.

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For CDC Trustee

Central Depository Company Of Pakistan Limited
CDC Trustee

Registration No. KHI/S/034/2022
Date 23-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

as if the Unit Holder had been party to it and shall be bound by its provisions and shall be deemed to have authorized and required the Trustee and the Management Company to do as required of them by the terms of this Deed and the Regulations.

6.2 Unit Holder(s) Not Liable to Make Further Payments

No Unit Holder(s) shall be liable to make any further contributions to the Fund/ Investment Plans offered under the Fund after he has paid the purchase price of the Units as specified in the Offering Document and no further liability shall be imposed on any Unit Holder(s) in respect of the Units held by him.

6.3 Units to Rank Pari Passu

All Units and fractions thereof, of an Investment Plan under the Scheme, represent an undivided share in that respective Investment Plan under the Scheme and shall rank pari passu according to the number of Units held by each Unit Holder of that Investment Plan, including as to the rights of the Unit Holder(s) in the Net Assets, earnings and the receipt of the dividends and distributions. Each Unit Holder has a beneficial interest in the Trust Property of the respective Investment Plan under the Scheme, proportionate to the Units and fractions of that Investment Plan held by such Unit Holder and shall have such rights as are set out in this Deed and the Offering Document.

6.4 Trustee Report to Unit Holders

The Trustee shall report to the Unit Holders in accordance with the Regulations, directives, circulars issued by the Commission.

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

7. Role of the Management Company

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

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

7.2 The Management Company may from time to time, with the consent of the Trustee, frame procedures for conducting the business of the Trust or in respect of any other matter incidental thereto provided that such procedures are not inconsistent with the provisions of the Rules and the Regulations any directives, circulars and guidelines issued by SECP and this Deed.

7.3 The Management Company shall be responsible to facilitate investments and disinvestments by investors in the Scheme and to make adequate arrangements for receiving and processing applications in this regard.

7.4 The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s). Provided that the Management Company may also itself act as a Distributor for carrying on Distribution Functions.

ATTESTED S. RIZWAN ADVOCATE B.A.L.L.B. NOTARY PUBLIC KARACHI PAKISTAN

For AGIML

For CDC Trustee

Registration No KRC/S/034/2022
Date 03-06-2022
Assistant Director (Trust)
Directorate of Industries

7.5 The Management Company may, at its own responsibility and costs (to be borne from the management fee received), from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An updated list of Distributors and Investment Facilitators appointed by the Management Company shall be made available at all times on the website of the Management Company.

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

7.7 The Management Company shall nominate and notify to the Trustee one or more of its officer(s) to act as authorized persons for interacting with and giving instructions to the Trustee. Any instruction or notice given by such authorized persons shall be deemed to be the instruction or notice given by the Management Company. Any change in such authorized persons shall promptly be notified to the Trustee.

7.8 The Management Company shall, from time to time, advise the Trustee of any settlement instructions relating to any transactions entered into by it on behalf of the Trust. The Management Company shall ensure that settlement instructions are given promptly after entering into the transaction so as to facilitate timely settlement.

RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI-PAKISTAN

7.9 The Management Company shall provide the Trustee with regular reports indicating interest income and other forms of income or inflows relating to the investments that are due to be received.

7.10 The Management Company may, if it considers necessary for the protection of Trust Property or safeguarding the interest of the Unit Holders, request the Trustee to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof at the cost of the Fund.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

7.11 The Management Company shall designate and disclose the location of its official points for acceptance of applications for issuance, redemption, conversion, etc. of Units in the Offering Document of the Scheme and on its website.

7.12 The Management Company shall ensure that all the designated points for acceptance of applications for issuance, redemption, conversion, etc. of units of the Scheme/ Investment Plans under it have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

Al Ghazali Investment Management Ltd.

For CDC Trustee

CDC Trustee
Central Depository Company Of Pakistan Limited

Registration No. KAR/S7/034/2022
Date 07-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

7.13 The Management Company shall announce the Net Asset Value (NAV) of the Scheme within such time period and at such frequency as prescribed by SECP from time to time and shall disclose such time period and frequency in the Offering Document.

8. Role of the Trustee

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

8.2 The Trustee shall nominate one or more of its officers to act as authorized persons for performing the Trustee's functions and for interacting with the Management Company. Any change in such authorized persons shall be promptly notified to the Management Company.

8.3 The Trustee shall under prior intimation to the Management Company appoint, remove or replace from time to time one or more bank(s) and/or other depository company(ies) etc. to act as the Custodian(s) for holding and protecting the Trust Property and every part thereof and for generally performing the custodial services at one or more locations and on such terms as the Trustee and the Management Company may mutually agree and to be incorporated in custodial services agreement(s) to be entered into between the Trustee and the Custodian(s), except where the Trustee itself is acting as a Custodian.

8.4 The Trustee shall be responsible for the acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Trust Property where such loss has been caused by gross negligence or any reckless act or omission of the Trustee or any of its directors, officers, nominees or agents.

RIZWAN ADVOCATE Notary Public KARACHI PAKISTAN LL.B

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

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

a) a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and

b) any Instructions received online through the software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s)

ATTESTED
S. RIZWAN ADVOCATE
LL.B, NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

Al-Falah GHP Investment Management Ltd.

For CDC Trustee

CDC Trustee
Central Depository Company Of Pakistan Ltd.

Registration No. KHI/KST/034/202
Date 03-06-202
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

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

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

8.8 The Trustee shall make available or ensure that there is made available to the Management Company such information as the Management Company may reasonably require from time to time in respect of the Trust Property and all other matters relating to the Trust.

8.9 The Trustee shall, if requested by Management Company or if it considers necessary for the protection of Trust Property or safeguarding the interest of Unit Holder(s), institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Trust Property or any part thereof, with full powers to sign, swear, verify and submit pleadings and affidavits, to file documents, to give evidence, to appoint and remove counsel and to do all incidental acts, things and deeds through the Trustee's authorized director(s) and officer(s). All costs, charges and expenses (including legal fees) incurred in instituting or defending any such action shall be borne by the Trust and the Trustee shall be indemnified against all such costs, charges and expenses: Provided that no such indemnity shall be available in respect of any action taken against the Trustee for gross negligence or breach of its duties in connection with the Trust under this Deed or the Rules and Regulations. For the avoidance of doubt it is clarified that notwithstanding anything contained in this Deed, the Trustee and the Management Company shall not be liable in respect of any losses, claims, damages or other liabilities whatsoever suffered or incurred by the Trust arising from or consequent to any such suit, proceeding, arbitration or inquiry or corporate or shareholders' action or otherwise howsoever and (save as herein otherwise provided) all such losses, claims, damages and other liabilities shall be borne by the Trust.

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

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

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

8.11 The Trustee shall promptly forward to the Management Company within one Business Day any notices, reports or other documents issued by the issuers of securities, recipients of any of the Trust funds (as deposits, refunds, distribution of dividends, income, profits repayment of capital or for any other reason), any depository, an intermediary or agent in any transaction or from

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

Al-Ghani Asset Management Ltd.

For CDC Trustee

CDC Trustee
Central Depository Company of Pakistan Limited

any court, government, regulator, stock exchange or any other exchange.

Registration No. KHR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

9. Trust Property

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

9.2 The income earned on the investments of pre IPO Investors up to the Start of IPO may be paid to such investors either in cash or issue additional units for an amount equal to the income earned, as agreed with such investors.

9.3 Bank accounts for the Fund and Investment Plans shall always be in the name of the Trustee.

9.4 The Trust Property of each Investment Plan shall initially be constituted out of the proceeds received from investors till the time of Initial Public Offering (IPO) after deducting any applicable Duties and Charges, and Transactions Costs therefrom.

S. RIZWAN Notary Public KARACHI-PAKISTAN LL.B

9.5 All expenses incurred by the Trustee in effecting the registerable investments in its name shall be payable out of the Trust Property.

9.6 The Trustee shall take the Trust property of the Scheme into its custody or under its control either directly or through the Custodian and hold it in trust for the benefit of the Unit Holders in accordance with the provisions of the Regulations, applicable law, and this Deed. The Trust Property of Investment Plan shall be held separately by the Trustee and the Trust Property of all the Investment Plans collectively shall constitute the Trust Property of the Scheme. The Trust Property of each Investment Plan shall always be kept as a separate property and shall not be applied to make a loan or advance except in connection with the normal business of the Fund.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

9.7 Except as specifically provided in this Trust Deed, the Trust Property shall always be kept as separate property free from any mortgages, charges, liens or any other encumbrances whatsoever and the Trustee or the Custodian shall not, except for the purpose of the Scheme as directed by the Management Company, create or purport to create any mortgages, charges, liens or any other encumbrance whatsoever to secure any loan, guarantee or any other obligation actual or contingent incurred assumed or undertaken by the Trustee or the Custodian or any other person.

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

10. Voting Rights on Trust Property

For AGIML

Al-Falah GHP Investment Management Ltd.

For CDC Trustee

Central Depository Company Of Pakistan Limited
CDC Trustee

Registration No. KHR/ST/034/2022
Date 23-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

10.1 All rights of voting attached to any Trust Property shall be exercisable by the Management Company on behalf of the Trustee and it shall be entitled to exercise the said rights in what it may consider to be in the best interest of the Unit Holders and may refrain at its own discretion from the exercise of any voting rights and the Trustee or the Unit Holders shall not have any right to interfere or complain.

10.2 The Trustee shall upon written request by the Management Company and on account of the Trust Property, from time to time execute and deliver or cause to be executed or delivered to the Management Company or their nominees powers of attorneys or proxies authorizing such attorneys and proxies to vote, consent or otherwise act in respect of any investment in such form and in favor of such persons as the Management Company may require in writing.

10.3 The phrase "rights of voting" or the word "vote" used in this clause shall be deemed to include not only a vote at a meeting but the right to elect or appoint directors, any consent to or approval of any arrangement scheme or resolution or any alteration in or abandonment of any rights attaching to any Investment and the right to requisition or join in a requisition to convene any meeting or to give notice of any resolution or to circulate any statement. The Management Company shall keep record stating the reasons for casting the vote in favor or against any resolution for a period of six years.

S. RIZWAN ADVOCATE
Notary Public
KARACHI PAKISTAN
L.L.B

11. Investment of Trust Property and Exposure Limits

11.1 Investment Objective

The Fund is an Open-end that aims not only to provide its Unit Holders capital preservation but to generate returns on Investment as per the respective Investment Plans by investing in authorized Investment avenues in line with the risk tolerance of the Investor.

First Investment Plan under this Trust Deed would be **Alfalah Stable Return Plan – 1 (ASRP-1)** with an objective to earn competitive regular return with capital preservation for unit holders who hold their investment within the Plan from the end of Subscription Period till the time period defined in the Offering Document of the Fund.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

11.2 Investment Policy

a) The Investment Policy of the Fund/ Investment Plans under it shall be in accordance with the Rules, Regulations and directives issued by SECP and shall be specified in the Offering Document.

b) The Investment Plan(s) under the Scheme shall only invest in authorized investments as defined under the investment policy of the respective Investment Plan and shall be disclosed in the Offering Document.

c) The Management Company may provide additional Investment Plans with prior approval of the Commission, and may announce the same by Supplementary Offering Documents without the need to alter this Deed however the maximum number of such investment plans shall not exceed the limit prescribed by the Commission at any point in time.

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B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

Alfalah GHF Investment Management Ltd.

For CDC Trustee

CDC Trustee
Central Depository Company Of Pakistan Limited

Registration No KHR/ST/034/202
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

11.3 Investment and Exposure Limits

The Trust Property shall be invested by the Trustee from time to time as directed by the Management Company subject to the provisions of Rules, Regulations and directives issued thereunder and the Offering Documents.

11.4 Financing Arrangements & Borrowing Restrictions

11.4.1 Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company on the behalf of Scheme/ Investment Plans may arrange borrowing/ financing for account of one or more of the Investment Plans with the approval of the Trustee, from Banks, financial institutions, non-banking finance companies or such other companies as specified by the Commission from time to time. The financing , however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety days and such financing of an Investment Plan shall not exceed fifteen per cent of the Net Asset of the pertinent Investment Plan at the time of financing or such other limit as specified by the Commission

11.4.2 The charges payable to any bank, non-banking finance companies or financial institution against financings on account of the Scheme/ Investment Plans as permissible under Clause 11.4.1 above, shall not be higher than the normal prevailing bank charges or normal market rates.

11.4.3 Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing financings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of financings.

11.4.4 For the purposes of securing any financing the Trustee may , subject to clause 11.4.1 above, on the instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Trust Property.

11.4.5 Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder(s) may suffer by reason of any depletion in the Net Asset Value that may result from any financing arrangement made hereunder in good faith.

SEAL OF ASSISTANT DIRECTOR (HQ ST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

11.5 Transactions with Connected Persons

Transactions with connected persons shall be in accordance with the Rules, Regulations and directives issued by SECP and shall be specified in the Offering Document.

12. Valuation of Property and Pricing

12.1 Valuation of Assets & Liabilities and Net Asset Value of the Fund and Each Investment Plan Under the Fund

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B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

For CDC Trustee

The method for determining the value of the assets and liabilities and the Net Asset Value would be as specified in the Regulations and the directives issued thereunder by the Commission from time to time.

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

12.2 Determination of Purchase (Offer) Price

During Initial Public Offering the Units will be offered at Initial Price as announced by the Management Company and subsequently at the price calculated by the Management Company for every Dealing Day. After the Initial Period, the Offer Price offered through public offering shall be calculated and announced by the Management Company for every Dealing Day through its website and to Mutual Fund Association of Pakistan (MUFAP).

After the Initial Offer, the Offer Price for the Unit Holder(s) shall be determined from time to time as specified in the Regulations, directives issued thereunder and the Offering Documents.

The Management Company may announce different classes of Units, as specified in the Offering Documents.

S. RIZWAN ADVOCATE B.A. Notary Public KARACHI PAKISTAN

12.3 Determination of Redemption Price

During the Initial Period, the Units shall not be redeemed. After the Initial Period, the Redemption Price of units of each Investment Plan shall be calculated and announced by the Management Company for every Dealing Day as specified in the Regulations, directives issued there under and the Offering Documents.

13. Dealing in Units, Issuance of Certificates, Suspension and Deferral of Dealing

14.1 Dealings in Units and Issuance of Certificates

Issuance, redemption, transfer, pledge/lien of Units and issuance and replacement of certificates shall be carried out in accordance with the requirements of Rules, Regulations and directives issued there under and the procedures for these shall be specified in the Offering Document.

Notwithstanding anything to the contrary contained herein, where the Units are declared as CDS Eligible Securities, all matters concerning issuance, transfer, pledge and redemption of such Units issued in book entry form or deposited in to the CDS shall be dealt with in accordance with the provisions of the Central Depositories Act, 1997 (XIX of 1997), the Central Depository Company of Pakistan Limited Regulations as amended from time to time, and any notifications or directions given by the Commission.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

14.2 Temporary Change in the Method of Dealing

Subject to compliance with the Regulations and the circumstances mentioned in the Offering Document, the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units.

ATTESTED S. RIZWAN ADVOCATE B.A.L.L.B. NOTARY PUBLIC KARACHI PAKISTAN

For ACIML

For CDC Trustee

CDC Trustee

Registration No KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
Directorate of Industries

14.3 Suspension of Redemption of Units

The Redemption of Units of one Investment Plan, or all Investment Plans may be suspended during extraordinary circumstances including closure of the money market, capital market, capital market infrastructure institutions and scheduled banks, 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 Scheme and/ or each Investment Plan under the fund or of the Unit Holder(s), or 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 Holder(s) of the Investment Plan(s) to redeem Units at a price so determined in accordance with the Net Asset Value (NAV) of the Investment Plan(s). The Management Company may announce a suspension of redemption and such a measure shall be taken to protect the interest of the Unit Holder(s) in the event of extraordinary circumstances.

Redemption requests received on the day of the suspension may be rejected or would be redeemed at the redemption price on the first Dealing Day after the removal of the suspension.

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14.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the Units of the Investment Plan(s) in issue, the Management Company may invoke a queue system whereby requests for redemption of Units of the pertinent Investment Plan(s) shall be processed on a first come first served basis for up to ten percent (10%) of the Units of such Investment Plan in issue. The Management Company shall proceed to sell/Liquidate adequate assets of the Investment Plan(s) and/ or arrange financing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests for Units under the pertinent Investment Plan 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 Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units of the Investment Plan(s) in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Subscription Day still exceeds ten percent (10%) of the Units in issue of such Investment Plan, these shall once again be treated on first-come-first-served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent (10%) of the Units of such Investment Plan then in issue.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

14.5 Suspension of Fresh Issue of Units

14.5.1 The Management Company may, under certain circumstances, suspend issue of freshUnits of one or more Investment Plan(s). These circumstances may include:

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B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

Al Falah Growth Investment Management Ltd.

For CDC Trustee

Central Depository Company Of Pakistan Limited CDC Trustee

Registration No. KHR/ST/034/2022
Date 03-06-2022
Registrar (Real Estate Investment Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

a) The situation referred in Clause 14.2 or 19 of this Deed;
b) A situation in which it is not possible to invest the amount received against issuance of fresh units of such Investment Plan(s) or
c) Any other situation in which issuance of fresh units is, in Management Company's opinion, against the objectives of the respective Investment Plan or interests of the existing/remaining unit holders of such Investment Plan.

14.5.2 Such suspension may however not affect existing subscribers for the issue of bonus Units as a result of profit distribution The Management Company shall announce the details of exemptions at the time a suspension of fresh issue is announced. The Management Company shall immediately notify the SECP and Trustee if issuance of Units of Investment Plan(s) 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.

14.5.3 In case of suspension of redemption of units due to extraordinary circumstances the issuance of Units of the Investment Plan(s) shall also be kept suspended until and unless redemption of Units is resumed

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

14. Fees and Charges

15.1 Remuneration of the Management Company and Its Agents

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI-PAKISTAN

14.1.1 The Management Company shall be entitled to prescribe and receive maximum remuneration up to the maximum rate of remuneration permitted under the Regulations and directives issued thereunder.

14.1.2 The remuneration shall begin to accrue from the close of Initial Period as specified in the Offering Document.

14.1.3 Such remuneration shall be paid to the Management Company in arrears within thirty (30) Business Days after the end of each calendar month.

14.1.4 In consideration of the foregoing and save as aforesaid the Management Company shall be responsible for the payment of all expenses incurred by the Management Company from time to time in connection with its responsibilities as Management Company of the Trust. The Management Company shall not make any charge against the Unit Holder(s) or against the Trust Property or against the Distribution Account for its services or for its expenses, except such expenses as are expressly authorized under the provisions of the Regulations and directives issued there under and this Deed to be payable out of Trust Property.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

14.1.5 The Management Company shall bear all expenditures in respect of its secretarial and office space and professional management, including all accounting and administrative services provided in accordance with the provisions of this Deed.

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B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

Al-Ameen GHP Investment Management Ltd.

For CDC Trustee

CDC Trustee
Central Depository Company of Pakistan Limited

Registration No. KHI/S/059/2022
Date 23-06-2022
Assistant Director (Trust)
Sindh South Registration Division
Directorate of Industries
Government of Sindh

14.1.6 Any increase in the remuneration of the Management Company agreed to by the Trustee and approved by the Commission shall require thirty (30)days prior notice to the unit holders. However, any decrease in remuneration of the Management Company shall not require such notice.

15.2 Remuneration of Trustee and Its Agents

15.2.1 The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure "C". The remuneration shall begin to accrue from the close of Initial Period.

15.2.2 Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.

15.2.3 In consideration of the foregoing and save as aforesaid the Trustee shall be responsible for the payment of all expenses incurred by the Trustee from time to time in connection with its duties as Trustee of the Trust. The Trustee shall not make any charge against the Holders or against the Trust Property of the Scheme/ Investment Plans or against the Distribution Account for their services or for their expenses, except such expenses as are expressly authorized to be paid out of the Trust Property of the Scheme or Trust Property under Investment Plans, under the provisions of the Regulations and the Constitutive Documents.

15.2.4 Any increase in the remuneration of the Trustee agreed to by the Management Company shall require the approval of the Commission. However, any decrease in remuneration of the Trustee shall not require such approval.

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

15.3 Formation Cost and its Treatment

15.3.1 All expenses incurred in connection with the incorporation, establishment and registration of the Fund (formation cost) as per Regulations, shall be reimbursable by the Fund to the Management Company subject to audit of expenses. The said costs shall be amortized over a period of not less than five years or within maturity date of the fund if it has life of less than five years.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

15.3.2 The Formation Cost shall be reported by the Management Company to the SECP and the Trustee giving their break-up under separate heads, as soon as the distribution of the Units of the Investment Plan(s) under the Scheme is completed.

15.3.3 Formation Cost, not exceeding 1.5% of the pre-initial public offering capital of the scheme or ten million rupees whichever is lower, shall be divided among the Investment Plans according to the ratios of their Pre-IPO investments and will be amortized over a period of not less than five (5) years or the maturity of the pertinent Investment Plan, whichever is earlier.

15.3.4 Formation cost shall be charged to each allocation plan(s) which shall launch from time to time and shall not exceed such limits as specified in the Regulation or directives issued thereunder.

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B.A.LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

For CDC Trustee

CDC Trustee

Registration No. KAR/ST/84/2022
Date 03-06-2022
Assistant Director (Trust)
District Commercial Audit Division
Directorate of Industries
Government of Sindh

15.4 Other Costs and Expenses to be Charged to and Borne by the Trust

15.4.1 All other costs and expenses specified in the Regulations and directives issued there under shall be charged to and borne by the Trust and shall be specified in the Offering Document.

15.4.2 Formation Costs shall be divided amongst the Investment Plans according to ratios of their Pre-IPO investments.

15.4.3 All the expenses of the scheme incurred jointly for Units of all Investment Plans shall be divided according to the ratio of their net assets.

15.4.4 All expenses incurred on behalf of the Units of a particular Investment Plan shall be fully allocated to that particular Investment Plan to which it relates.

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

16. Determination of Distributable Profits

16.1 The Management Company on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the unit holders of each Investment Plan not less than ninety (90) per cent of the accounting income of the respective Investment Plan received or derived from sources other than realized or unrealized capital gains as reduced by such expenses as are chargeable to the Scheme under these Regulations and subject to the conditions as laid down in Income Tax Ordinance, 2001

Explanation.- For the purpose of this Clause the expression "accounting income" means income calculated in accordance with the requirements of International Accounting Standards (IAS) Or any other standards as notified by the Commission as are notified under the Companies Act, 2017, the Regulations and the directives issued by the SECP. Wherever the requirements of Regulations or the directives issued by SECP differ with the requirement of IAS the Regulations and the said directives shall prevail.

The Management Company may also announce interim dividend subject to requirements of Regulations, circular and directives.

SENIOR ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

16.2 Out of the amount determined for the purpose of distributable income in respect of each Holder withholding tax, Zakat or other statutory levies, as may be applicable to the relevant Holder shall be deducted before distribution for the relevant Holder.

16.3 The Management Company may decide to distribute in the interest of the Holders, wholly or in part the distributable profits in the form of a stock dividend, which would comprise bonus Units of the respective Investment Plan. The bonus Units would rank pari passu as to their rights in the Net Assets of the pertinent Investment Plan, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these bonus Units. The Management Company may disclose other details and conditions on distribution of bonus units and / or cash dividend in the Offering Document of the Fund.

16.4 Before making any payment in respect of a Unit, the Trustee or the

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B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML: Al Falah GHP Investment Management Limited

For CDC Trustee: CDC Trustee

Registration No. KAR/ST/039/2022
Date 03-02-2022
(Approved Collective Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

Management Company may make such deductions as may be required by law in respect of any Zakat, income or other taxes, charges or assessments whatsoever and issue to the Holder the certificate in respect of such deductions in the prescribed form or in a form approved or acquired by the concerned authorities.

17. Change of the Management Company

17.1 The SECP may, either at its own or on the recommendation of the Trustee or Unit Holders representing such percentage of the total Units in issue for the time being as may be prescribed by the Regulations, remove the Management Company in such manner and on the occurrence of such circumstances as are prescribed under the Regulations.

17.2 The Commission shall appoint another asset management company as the management company for the Scheme according to the provisions of this Deed and the Rules and Regulations.

17.3 The Management Company may voluntarily retire at any time with the prior written consent of the Commission and at least ninety (90) days prior notice to the Trustee and the Unit Holders.

17.4 Upon a new management company being appointed the Management Company will take immediate steps to hand over all the documents and records pertaining to the Trust to the new management company and shall pay all sums due to the Trustee. The Management Company shall have the right to receive its remuneration up to the effective date of removal or retirement.

17.5 Upon its appointment the new management company shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the management company hereunder as fully as though such new management company had originally been a party hereto.

17.6 Furthermore, the Trustee may immediately in case of retirement, removal or cancellation of license of Management Company appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Trustee shall ensure that accounts of the Fund till the day of the appointment of the new management company are audited by such Auditor.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

17.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

17.8 The auditors shall have the same scope as that for the annual audit, or such other enhanced scope as may be specified by the Trustee or Commission.

17.9 The audit report for the audit shall be submitted by the auditors to the Trustee not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, Management Company and the new management company.

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KARACHI-PAKISTAN

17.10 The costs of such audit shall be borne by the Fund.

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

18. Change of Trustee

18.1 The Trustee may, subject to the prior approval of the Commission, retire from his office on appointment of a new trustee and the retirement shall take effect at the same time as the new trustee is appointed with the approval of the Commission or from the date of assumption of Trust Property of the Scheme by the newly appointed trustee, whichever is later.

18.2 In circumstances where the Commission is of the opinion that Trustee has been in violation of the Regulations or this Trust Deed or found guilty of misconduct or failed to discharge its obligations under the Regulations, it may remove the Trustee after giving an opportunity of being heard.

18.3 The Management Company may, giving cogent reasons, apply to the Commission for change of the Trustee by simultaneously proposing appointment of a new trustee. A new trustee shall be appointed when the Commission is satisfied with the circumstances and reasons for this change and accords approval for appointment of such a new trustee.

18.4 Upon the appointment of a new trustee the Trustee shall immediately hand over all the documents and records to the new trustee and shall transfer all the Trust Property and any amount held in any Distribution Account to the new trustee and make payments to the new trustee of all sums due from the Trustee. The Trustee shall have the right to receive its remuneration up to the effective date of its removal or retirement.

RIZWAN ADVOCATE LL.B Notary Public KARACHI PAKISTAN

18.5 The new trustee shall exercise all the powers and enjoy all the rights and shall be subject to all duties and obligations of the Trustee hereunder as fully as though such new trustee had originally been a party hereto.

18.6 The Management Company may immediately in case of retirement or removal of Trustee appoint auditors with the consent of the Commission from amongst the panel of auditors designated as "A" Category by State Bank of Pakistan for the audit of financial institutions. The Management Company shall ensure that accounts of the Fund till the day of the appointment of the new trustee are audited by such Auditor.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

18.7 The auditors so appointed shall be other than the existing auditors of the Fund, the Management Company and the Trustee.

18.8 The auditors shall have the scope as may be specified by the Management Company or Commission.

18.9 The audit report for the audit shall be submitted by the auditors to the Management Company not later than thirty (30) Business Days from their appointment. A copy of the report shall also be provided to the Commission, the Trustee and the new trustee.

18.10 The costs of such audit shall be borne by the Fund.

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B.A., LL.B NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML | **For CDC Trustee**

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
Corporate Audit Division
Directorate of Industries
Karachi South

19. Termination, Winding Up, Revocation and Liquidation of the Scheme

19.1 The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.

19.2 In such an event, the Queue System, if already invoked, shall cease to exist and all Unit Holders shall be paid after selling the assets under their respective Investment Plans and determining the final Redemption Price for the Investment Plans being offered under this Scheme.

19.3 The Trust may also be terminated/ revoked on the grounds given in the Rules and Regulations.

19.4 After termination / revocation, liquidation proceeds shall be distributed, among the unit holders in proportion to the number of units held by them in each Investment Plan, in accordance with the procedures laid down in Regulations.

20. Liquidation of Investment Plan(s)

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

a) Repayment of any borrowing financing affected by the Trust of that particular Investment Plan together with any profit remaining unpaid.

b) Retention of such sums as considered appropriate by the Management Company for all costs, charges, expenses, and claims.

The Trustee shall however not be liable if the sale proceeds of the Investments fall short of the adjustments in 19.1.a and 19.1.b above. However, if there is any surplus out of the sum so retained by the Trustee, the same shall be distributed pro-rata amongst the Unit Holders of the pertinent Investment Plan.

20.2 After termination / revocation, liquidation proceeds shall be distributed, among the unit holders in proportion to the number of units held by them, in accordance with the procedures laid down in Regulations

21. Base Currency

The base currency of the Scheme shall be Pakistani Rupee; it being clarified, however, that the Authorized Investments may be denominated in Pakistani Rupee or (subject to applicable law) any other Foreign Currency.

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KARACHI PAKISTAN

For AGIML

For CDC Trustee

Registration No KAR/ST/054/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Government of Sindh

22. Modification of the Trust Deed

22.1 In case the amendments are proposed in the fundamental attribute of the Constitutive Document of the scheme including category of scheme, investment objective and policy, increase in management fee and increase in contingent load, the Management Company must give at least thirty days prior notice to each Unit Holder about the proposed change and the Unit Holders shall be given an option to exit at the applicable Net Asset Value without charge of any Exit Load.

22.2 The Trustee and the Management Company acting together shall be entitled by a Supplemental Deed to modify, alter or add to the provisions of this Deed in such manner and to such extent as they may consider expedient for any purpose, subject to the prior approval of the SECP and subject to the condition that it does not prejudice the interests of unit holders.

23.3 If, at any time, any Clause of this Trust Deed is, or becomes, in whole or in part, illegal, invalid or unenforceable under the laws of any applicable jurisdiction, neither the legality, validity and enforceability of the remaining Clauses of this Trust Deed, nor the legality, validity or enforceability of such Clause under the law of any other jurisdiction shall in any way be affected or impaired thereby.

23. Audit

The Management Company shall appoint auditor in accordance with the requirements of the Regulations and directions issued thereunder.

RIZWAN ADVOCATE B.A.LL.B Notary Public KARACHI PAKISTAN

24. Arbitration

In the event of any disputes arising out of or in connection with this Trust Deed or the 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 parties hereto, as well as those relating to the interpretation of the terms and conditions of this Trust Deed and the Offering Document of 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 hereto. The arbitrators and the umpire shall be selected from amongst retired judges, senior chartered accountants, or senior lawyers, or senior bankers or senior members of the Stock Exchange(s). The venue of the arbitration shall be Karachi or any other city in Pakistan as may be mutually agreed. The arbitration shall be conducted in accordance with the Arbitration Act 1940.

SEAL OF ASSISTANT DIRECTOR (INDUSTRIES) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

25. Confidentiality

The Trustee and the Management Company and every director or officer of the Trustee and the Management Company who are in any way engaged in the business of the Trust and all persons employed or engaged by the Trustee or the Management Company in connection with the business of the Trust shall observe strict confidentiality in respect of all

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

Al Falah GHP Investment Management Ltd

For CDC Trustee

CDC Trustee
Central Depository Company of Pakistan Limited

transactions of the Trust, its Holders and all matters relating thereto and shall not disclose any information or document which may come to their knowledge or possession in the discharge of their duties except when required to do so in the ordinary course of performance of their duties or by law or if compelled by any court of law or a competent authority.

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
Directorate of Industries
Government of Sindh

26. Miscellaneous

26.1 Any notice required to be served upon the Holder shall be deemed to have been duly given if sent by post, by courier, email or any other electronic medium or left at his address as appearing in the Register. Any notice so served by post/courier/email or other electronic means shall be deemed to have been served on the day following that on which the letter containing the same is posted/sent by courier, by email or other electronic means upon receiving confirmation of receipt of such email or other electronic means and in proving such service, it shall be sufficient to prove that such letter was properly addressed, stamped (if required) and posted/sent by courier. The Management Company shall advertise any such notice in a newspaper widely published.

26.2 Service of a notice or document on any one of several joint Holders shall be deemed effective service on the other joint Holders.

26.3 Any notice or document sent by post to or left at the registered address of a Holder shall notwithstanding that such Holder be then dead or bankrupt/insolvent and whether or not the Trustee or the Management Company have notice of his death or bankruptcy be deemed to have been duly served and such service shall be deemed a sufficient service on all persons interested (whether jointly with or as claiming through or under him) in the Units concerned.

26.4 A copy of this Trust Deed and of any Supplemental Deed shall be made available for inspection at the respective Head Offices of the Trustee and the Management Company at all times during usual business hours and shall be supplied by the Management Company to any person on application at a charge of Rs.100/- (Rupees One Hundred) per copy or at such rate as determined from time to time by the Management Company.

27. Definitions

Unless the context requires otherwise the following words or expressions when used in this Trust Deed shall have the meaning respectively assigned to them:

27.1 "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, under intimation to the Trustee after obtaining approval from the relevant competent authority may change such date to any other date and such change shall be intimated to the Commission.

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

26.1 **"Act"** means the Companies Act 2017.

RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

SEAL ASSISTANT DIRECTOR (TRUST) SINDH KARACHI DIRECTORATE OF INDUSTRIES

ATTESTED
MS. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

Al Falah GHP Investment Management Limited

For CDC Trustee

CDC Trustee
Central Depository Company of Pakistan Limited

Registration No KHA/S7/034/2022
Date 03-06-2022
Assistant Director (Trade)
District South, Karachi Division
Directorate of Industries
Government of Sindh

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

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

27.5 **"Asset Management Company"** means an asset management company as defined in the Rules and Regulations.

27.6 **"Auditor"** means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations.

27.7 **"Authorized Branches"** means those branches of Distributors which are allowed by the Management Company to deal in Units of the Funds managed by the Management Company.

27.8 **"Authorized Investments"** means: any investment which may be authorized by the Commission but does not include restricted investments as specified in the Offering Documents from time to time.

S. RIZWAN ATTE B.A.LL.B. Notary Public KARACHI PAKISTAN

27.9 **"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.

27.10 **"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).

27.11 **"Business Day"** means any day (business hours thereof as specified in the Offering Document) on which banks are open for business in Pakistan.

27.12 **"Capital Preservation (Principle Preservations)"** means the investment strategy of the fund is such that the net realizable value of the investment should not fall below the initial investment value if the unit of the Investment Plan(s) are held till maturity or perpetual of the respective Investment Plan as defined under Investment Policy of the respective Investment Plan in the Offering Document of the Fund.

Sr. Assistant Director (Trade) District South Karachi
DIRECTORATE OF INDUSTRIES

27.14 **"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.

27.15 **"Contingent Load"** means amount payable by the Unit Holder on redemption of Units at actual basis as specified in the Offering Document. Any such amount would be treated as part of the Deposited Property. The contingent load will commensurate with net loss incurred due to early

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI-PAKISTAN

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District Sectoral Karachi Division
Directorate of Industries
Government of Sindh

redemption.

27.16 **"Collective Investment Scheme"** or **"CIS"** means Open End Scheme(s) managed by the Management Company and / or by other Asset Management Companies (both local and international).

27.17 **"Constitutive Documents"** means the Trust Deed or such other documents as defined in the Regulations.

27.18 **"Custodian"** means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee with the consent 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.

S. RIZWAN ADVOCATE Notary Public KARACHI PAKISTAN

27.19 **"Cut Off Timings"** means day time for dealing in Units of the Fund. The Details of Cut-off Time will be prescribed in Offering Document of the Fund.

27.20 **"Dealing Day"** means that Business Day on which Units will be available for dealing (purchase, redemption, transfer, switching etc.). The cut-off timings for issuance, redemption, and conversion etc. of units of the Scheme/ Investment Plan(s) will be as defined in the Offering Documents on all 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 a widely circulated newspaper in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

27.21 **"Distribution Account"** means the Bank Account (which may be a current, saving or deposit account) maintained separately for each Investment Plan, by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) of the pertinent Investment Plan may 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 Investment Plan from time to time, as part of the Trust Property of the pertinent Investment Plan for the benefit of the Unit Holder(s) of that Investment Plan.

SEAL DEPUTY DIRECTOR (TRUST) DISTRICT SECTORAL KARACHI DIRECTORATE OF INDUSTRIES

27.22 **"Distributor / Distribution Company"** means a company/ firm 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.

27.23 **"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

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S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML | **For CDC Trustee**

CDC Trustee

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.

Registration No KHR/ST/034/2022
Date 03-08-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

27.24 **"Financial Institution"** carries the same meaning as defined under the Companies Act 2017.

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

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

27.26 **"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.

27.27 **"Fund"** or **"Scheme"** or **"Trust"** or **"Unit Trust"** or **"ASRF"** means Alfalah Stable Return Fund.

SENIOR ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

27.28 **"Holder" or "Unit Holder"** means the investor(s) for the time being entered in the Register as owner(s) of Unit(s) or fraction(s) of Investment Plans, thereof including investor(s) jointly so registered pursuant to the provisions of this Deed and supplemental hereto.

27.29 **"Initial Period"** means Initial Fund Offer Period

27.30 **"Initial Price"** means the price per Unit during the Initial Period determined by the Management Company as mentioned in the Offer Document.

27.31 **"Investment"** means any Authorized Investment forming part of the Trust Property.

27.32 **"Investment Facilitators/Advisors/Sales Agents"** means an individual, firm, corporate or other entity appointed by the Management Company to

For AGIML

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For CDC Trustee

CDC Trustee

identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents.

Registration No. KHI/ST/034/2022
Date 03-08-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

27.33 "**Life of the Plan**" means duration of Plan. From the end day of the Subscription Period following realization of all investment proceeds raised till the close of Subscription Period, the Life of the Plan may start any time within or no later than seven (7) business days from the close of Subscription Period.

27.34 **"NAV of Investment Plan"** means per Unit Value of the pertinent Investment Plan being offered under the Fund arrived at by dividing the Net Assets of the Investment Plan(s) by the number of Unit(s) outstanding for such Investment Plan.

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

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

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

27.37 "**Net Realizable Value**" means the proceeds paid to the Unit Holders at completion of Life of the Plan or perpetual for the Investment Plan as defined under investment policy of the respective Investment Plans in the Offering Document of the Fund.

27.38 **"Offer Price" or "Purchase Price"** means the sum to be paid by investor(s) for the purchase of one Unit of the Scheme. Such price is to be determined in accordance with Clause 12.2 of this Trust Deed.

27.39 **"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 and the plans, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme/ Plan, and includes any Supplementary Offering Document.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

27.40 **"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.

27.41 **"Ordinance"** means the Companies Ordinance, 1984.

27.42 **"Par Value"** means the face value of a Unit i.e. Rs. **10** or such other amount determined by the Management Company from time to time and disclosed in the Offering Document of the Trust.

27.43 **"Redemption Price"** means the amount to be paid to the relevant Unit Holder(s) upon redemption of that Unit, such amount to be determined

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S. RIZWAN ADVOCATE
B.A.LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML | **For CDC Trustee**

Al-Ghani Investment Management Limited | Central Depository Company of Pakistan Limited CDC Trustee

Registration No KHI/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

pursuant to Clause 12.3 of this Trust Deed.

27.44 **"Register"** means the Register of the Unit Holder(s) kept pursuant to the Regulations and this Trust Deed.

27.45 **"Registrar Functions"** means the functions with regard to:

- **a)** maintaining the Register, including keeping a record of change of addresses/other particulars of the Unit Holder(s);
- **b)** issuing account statements to the Unit Holder(s);
- **c)** issuing Certificates;
- **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 Unit Holder(s);
- **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; and
- **h)** Maintaining record of lien/pledge/charge on units, transfer/switching of units, Zakat.

27.46 **"Regulations"** mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 as amended from time to time,

27.47 **"Rules"** mean Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 or as amended from time to time.

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

27.48 **"SECP" or "Commission"** means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.

27.49 **"Stock Exchange"** means a Stock Exchange registered under the Securities Act2015.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

27.50 **"Subscription Period"** means the period in which units are offered for purchase on prevailing NAV of the respective Investment Plan as defined in the Offering Document.

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

27.52 **"Supplementary Offering Document"** means a document issued to modify, add to, alter and amend, amend and restate or to make any other amendment to the Offering Documentin such manner and to such extent as considered expedient for all purposes by the Management Company, with the consent of the Trustee, after seeking approval of the SECP, and the

ATTESTED S. RIZWAN ADVOCATE B.A.LL.B. NOTARY PUBLIC KARACHI PAKISTAN

For AGIML — Al-Falah GHP Investment Management Ltd.

For CDC Trustee — CDC Trustee — Central Depository Company of Pakistan Limited

same shall be consolidated, read and construed together with the Offering Document."

Registration No. KAR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Government of Sindh

27.53 **"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 or issuance or redemption of Units. Such costs may be added to the NAV of the Investment Plans to which the costs may be applicable for determining the Purchase (Offer) Price of such Units or be deducted from the NAV of the said Investment Plan to which the costs may be applicable in determining the Repurchase (Redemption) Price.

27.54 **"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.

27.55 **"Trust Deed" or "Deed"** means this trust deed executed between the Management Company and the Trustee along with all the exhibits appended hereto, , and includes any Supplemental Deed.

S. RIZWAN ADVOCATE B.A. LL.B. Notary Public KARACHI-PAKISTAN

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

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

SENIOR ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

27.58 **"Unit"** means one undivided share in the Trust, and where the context so indicates, a fraction thereof.

27.59 **"Zakat"** has the same meaning as in Zakat and Ushr Ordinance, 1980 (XVIII of 1980)

Words and expressions used but not defined herein shall have the meanings assigned to them in the Rules and Regulations. Words importing persons

ATTESTED
S. RIZWAN ADVOCATE B.A. LL.B. NOTARY PUBLIC KARACHI-PAKISTAN

For AGIMF | **For CDC Trustee**

Al-Falah GHP Investment Management Ltd. | CDC Trustee

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.

Registration No. KHI/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South, Karachi Division
Directorate of Industries
Government of Sindh

DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A LL.B
Notary Public
KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.LL.B, NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

For CDC Trustee

Registration No KHR/ST/034/2022
Date 03-06-2022
Assistant Director (Trust)
District South Registration
Directorate of Industries
Government of Sindh

IN WITNESS WHEREOF THIS TRUST DEED has been executed at the date mentioned herein above.

The Common Seal of Alfalah GHP Investment Management Limited was hereunto affixed in the presence of:

Mr. Noman Ahmed Soomro
Chief Operating Office/Company Secretary
CNIC No. 41308-7576286-1
Cell No.: 0301-8233589

WITNESSES:

1. _____

Name: Shariq Mukhtar Hashmi
CNIC No.: 42101-9805602-3

The Common Seal of Central Depository Company of Pakistan Limited was hereunto affixed in the presence of:

CDC Trustee

Mr. Atiqur Rehman
Head of Trustee and Custodial Services
CNIC No. 42501-9253203-1

WITNESSES:

Witnesses (1) _____
Name: Mohammad Hussein Lakhani
CNIC No.: 42201-5967005-7

Witnesses (2) _____

Name: Muhammad Shahzeb
CNIC: 42101-8124529-3

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

ATTESTED
S. RIZWAN ADVOCATE
S.A.LL.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML _____

For CDC Trustee _____

ANNEXURE 'A'

SECP

Securities and Exchange Commission of Pakistan
Specialized Companies Division
Policy, Regulation and Development Department

Licence No. AMCW/12/AGIML/IAS/06/2020 Islamabad, May 04, 2020

LICENCE TO CARRY OUT
INVESTMENT ADVISORY SERVICES
AS NON-BANKING FINANCE COMPANY

The Securities and Exchange Commission of Pakistan, having considered the application for the renewal of license to carry out **Investment Advisory Services** submitted by **Alfalah GHP Investment Management Limited** under rule 5 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules"), and being satisfied that it would be in the public interest so to do, in exercise of powers conferred by sub-rule (9) of rule 5 of the Rules, hereby renews the license of **Alfalah GHP Investment Management Limited** to carry out **Investment Advisory Services** subject to the conditions stated herein below or as may be prescribed or imposed hereafter:

(i) **Alfalah GHP Investment Management Limited** shall comply with Part VIII of the Companies Ordinance, 1984, the Companies Act, 2017, the Securities Act, 2015, the Rules, the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (as amended or replaced) and any directives, circulars, codes, notifications and guidelines issued by the Commission;

(ii) **Alfalah GHP Investment Management Limited** shall submit annual, half yearly, quarterly or such other reports as specified in the applicable laws; and

(iii) This license is valid for a period of three years **w.e.f. March 09, 2020** and shall be renewable every three years as specified in the Rules.

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

Khalida

(Khalida Habib)
Executive Director (SCD)

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

Alfalah GHP Investment Management Ltd

For CDC Trustee

CDC Trustee

ANNEXURE 'B'

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
SPECIALIZED COMPANIES DIVISION
POLICY, REGULATION AND DEVELOPMENT DEPARTMENT

No. SCD/AMCW/ASRF/ 217/2022

April 15, 2022

Chief Executive Officer
Alfalah GHP Investment Management Limited
8-B, 8th Floor, Executive Tower,
Dolmen City, Block-4
Clifton, Karachi.

Subject: In-Principle Approval for Registration of Trust Deed of Alfalah Stable Return Fund

Dear Sir

Please refer to your application dated March 17, 2022 and subsequent correspondence on the subject noted above whereby draft trust deed of proposed Alfalah Stable Return Fund (the "Fund") to be executed between Alfalah GHP Investment Management Limited (the "Management Company") and Central Depository Company of Pakistan Limited (the "Trustee") was submitted for review and approval.

In terms of Regulation 44(3) of the Non-Banking Finance Companies and Notified Entities Regulations, 2008, the Securities and Exchange Commission of Pakistan is pleased to convey its in-principle approval for registration of trust deed of the proposed Fund under the Sindh Trusts Act, 2020 in terms of regulation 44(3) of the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (the Regulations).

The in-principle approval to the draft trust deed is without prejudice to the conditions and the requirements stipulated in the license issued in favor of the Management Company, the Non-Banking Finance Companies (Establishment & Regulation) Rules, 2003 and the Regulations.

Yours truly,

Rizwan-Ul-Haq
Additional Joint Director

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

C.C. **Chief Executive officer**
Central Depository Company
CDC House, 99-B, Block 'B'
S.M.C.H.S., Main Shahrah-e-Faisal
Karachi

Assistant Director
Directorate of Industries
Trust Wing
2nd Floor, State Life Building No. 11
Near Zainab Market, Saddar
Karachi

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

NIC Building, Jinnah Avenue, Blue Area, Islamabad
PABX: 9207094-6, Fax No. 9218043

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

For AGIML

For CDC Trustee

ANNEXURE 'C'

REMUNERATION OF TRUSTEE AND ITS AGENT

Trustee Fee subject to review by either party. However any upward revision shall require prior approval of SECP. The trustee remuneration shall consist of actual custodial expenses / charges plus the following tariff.

Tariff
0.075% p.a of Net Assets

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED S. RIZWAN ADVOCATE B.A.L.L.B. NOTARY PUBLIC KARACHI PAKISTAN

For AGIML

For CDC Trustee

ANNEXURE 'D'

CENTRAL DEPOSITORY COMPANY OF PAKISTAN LIMITED
Head Office:
CDC House, 99-B, Block 'B',
S.M.C.H.S., Main Shahra-e-Faisal,
Karachi - 74400, Pakistan.
Tel: (92-21) 111-111-500
Fax: (92-21) 34326020 - 23
URL: www.cdcpakistan.com
Email: info@cdcpak.com

CDC/T&C-S II/DH/0122/2022
April 4, 2022

Mr. Noman Ahmed Soomro
Chief Operating Officer & Company Secretary
Alfalah GHP Investment Management Ltd
8-B, 8th Floor, Executive Tower
Dolmen City Building, Block 4, Clifton
Karachi

Dear Sir

CONSENT ON THE TRUST DEED
ALFALAH STABLE RETURN FUND

With reference to the captioned subject we have reviewed the enclosed draft Trust Deed of Alfalah Stable Return Fund and hereby convey our consent for submission of the same with SECP for approval under Non-Banking Finance Companies and Notified Entities Regulations, 2008.

Further, please note that our consent is valid only for the draft Trust Deed enclosed with this letter. Any changes made in this document subsequently, will require our consent separately.

Further, kindly note that this letter will supersede our previous letter # CDC/T&C-S II/DH/0107/2022 dated March 31, 2022.

Yours truly

Atiqur Rehman
Head of Trustee & Custodial Services

Encl: As stated above

Cc: **Ms. Khalida Habib**
Executive Director/HOD
Policy Regulation and Development Department
Securities & Exchange Commission of Pakistan

SEAL OF ASSISTANT DIRECTOR (TRUST) DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI PAKISTAN

For AGIML

Alfalah GHP Investment Management Ltd

For CDC Trustee

CDC Trustee

Options

Reset Password

Logout

NADRA PAKISTAN

Online Verisys verification system

Online Service for verification of NADRA Identity Cards

Card Verification

Identity Card Number : 41308-7576286-1

Verification Date : March 15, 2022

Start New Verification

CNIC Verification

S. RIZWAN ADVOCATE B.A.L.L.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

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Reset Password

Logout

NADRA

Online Verisys verification system

Online Service for verification of NADRA Identity Cards

S. RIZWAN ADVOCATE B.A.LL.B Notary Public KARACHI PAKISTAN

ATTESTED S. RIZWAN ADVOCATE B.A.L.L.B. NOTARY PUBLIC KARACHI-PAKISTAN

Card Verification

Identity Card Number : 42501-9253203-1

Verification Date : June 1, 2021

Start New Verification

The National Identity Card: 4250192532031 and issue date: 2018/11/08 is currently INACTIVE. However, another identity card has been issued by NADRA in lieu of this card.

CNIC Verification

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Card Status: Verified

Reset Password

Logout

Name	Atiqur Rehman عتیق الرحمٰن
Father Name	Abul Kalam Azad ابوالکلام آزاد
Gender	Male
Country of Stay	Pakistan
Citizen Number	42501-9253203-1
DOB	02-06-1969
Issue Date	08-11-2018
Date of Expiry	08-11-2028
Card Type	Smart CNIC
Old NIC	50288017530

Present Address

بلاٹ نمبر 98/2 ،محلہ خیابان طارق فیز 6 ڈی
ایچ اے،کراچی جنوبی

Permanent Address

بلاٹ نمبر 98/2 ،محلہ خیابان طارق فیز 6 ڈی
ایچ اے،کراچی جنوبی

SR. ASSISTANT DIRECTOR (ATRUST) DISTRICT SOUTH KARACHI DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B. Notary Public KARACHI PAKISTAN

ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN

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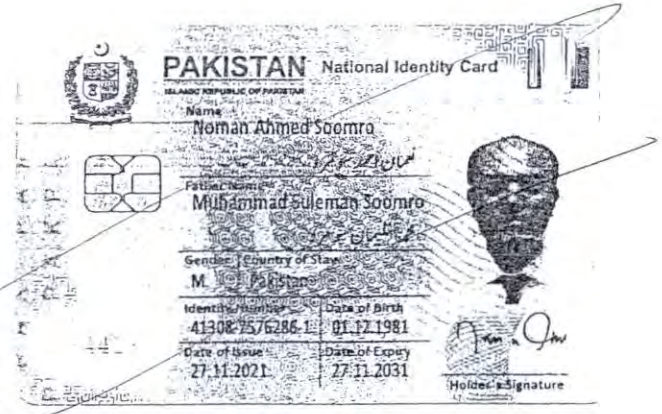
SEAL OF ASSISTANT DIRECTOR (INDUSTRY)
DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

S. RIZWAN ADVOCATE B.A.LL.B
KARACHI PAKISTAN
Notary Public

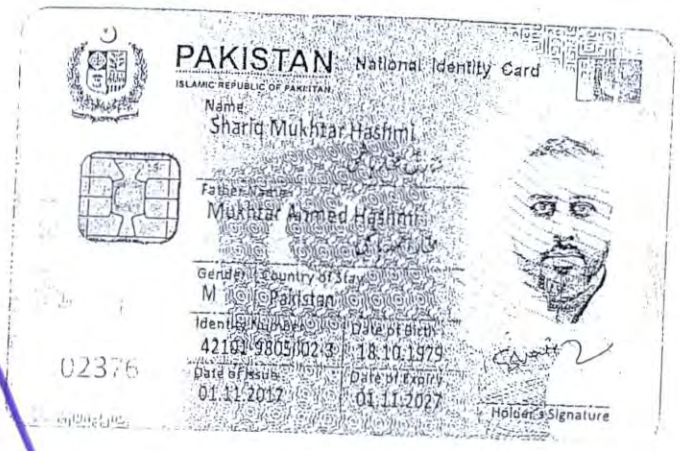
ATTESTED
S. RIZWAN ADVOCATE
B.A.L.L.B. NOTARY PUBLIC
KARACHI-PAKISTAN



For TD Registration

ATTESTED
S. RIZWAN AHMED
ADVOCATE
LL.B. MEMBER BAR COUNCIL
ISLAMIC REPUBLIC OF PAKISTAN

S. RIZWAN AHMED ADVOCATE B.A. LL.B. KARACHI PAKISTAN Notary Public



PAKISTAN National Identity Card

ISLAMIC REPUBLIC OF PAKISTAN

Name
Sharig Mukhtar Hashmi

Father Name
Mukhtar Ahmed Hashmi

Gender | Country of Stay
M | Pakistan

Identity Number | Date of Birth
42101-9805102-3 | 18.10.1979

Date of Issue | Date of Expiry
01.11.2017 | 01.11.2027

02376

Holder's Signature

SEAL OF ASSISTANT DIRECTOR (TRUST)
DISTRICT SOUTH KARACHI
DIRECTORATE OF INDUSTRIES

PAKISTAN National Identity Card

ISLAMIC REPUBLIC OF PAKISTAN

Name
Muneer Haider

Father Name
Ghulam Haider

Gender | Country of Stay
M | Pakistan

Identity Number | Date of Birth
42301-0560563-1 | 17.05.1987

Date of Issue | Date of Expiry
23.09.2017 | 23.09.2027

Holder's Signature

42101-9805602-3

موجودہ پتہ: مکان نمبر C-3، بلاک بی، محلہ نارتھ ناظم آباد، کراچی وسطی

مستقل پتہ: مکان نمبر C-3، بلاک بی، محلہ نارتھ ناظم آباد، کراچی وسطی

505431131893
502-79-957045

Usman Y. Mokim
Registrar General of Pakistan

گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں

42301-0560563-1

موجودہ پتہ: مکان نمبر 1536، سٹریٹ نمبر 23، سیکٹر d/2، محلہ ہجرت کالونی، کراچی جنوبی

مستقل پتہ: محلہ سندھ گلی، لیاقت آباد

103761137308

Usman Y. Mokim
Registrar General of Pakistan

گمشدہ کارڈ ملنے پر قریبی لیٹر بکس میں ڈال دیں