# Fourth Supplemental Offering Document of MCB Pakistan Islamic Stock Fund

(Formerly: Pakistan Strategic Allocation Fund)
To Introduce GulLuck Plan (Shariah Compliant)
An administrative arrangement/plan

## Managed by MCB – Arif Habib Savings and Investments Limited, An Asset Management Company

This Fourth Supplemental Offering Document dated February 24, 2016 to the Offering Document of MCB Pakistan Islamic Stock Fund (MCB PISF) (Formerly: Pakistan Strategic Allocation Fund) was issued on November 11, 2010.

Managed by MCB Arif Habib Savings and Investments Limited, an Asset Management Company managing Collective Investment Schemes, registered with the Securities and Exchange Commission of Pakistan (SECP) and regulated under the Non-Banking Finance Companies (Establishment and Regulations) Rules, 2003),the Non-Banking Finance Companies and Notified Entities Regulations, 2008).

The Pakistan Strategic Allocation Fund (the Fund/the Scheme/the Trust/the Unit Trust/PSAF) has been established in Pakistan as a Closed-end unit trust scheme by a Trust Deed dated May 26, 2004, entered into and between MCB Arif Habib Savings and Investments Limited, as the Management Company and the Central Depository Company of Pakistan Limited, as the Trustee. The Management Company for the benefit of Certificate Holders and pursuant to the Certificate Holder's Resolution the Fund is converted to an Open-end Scheme Vide First Supplemental Trust Deed dated September 23, 2010 under the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (the "Regulations") and registered under the Trust Act 1882 (11 of 1882). Further, the Management Company for the benefit of Unit Holder's has changed the category of the Fund after giving 90 days notice to the Unit Holder's from Equity Scheme to Shariah Compliant Equity Scheme and renamed as MCB Pakistan Islamic Stock Fund vide Second Supplemental Trust Deed dated 13 March, 2015 under the Non-Banking Finance Companies and Notified Entities Regulations, 2008 (the "Regulations") and registered under the Trust Act 1882 (11 of 1882).

The following sub-clause of the Offering Document with regard to Administrative Plan has been added and to read in their entirety as follows:

## Addition of Sub-clause 4.3.1

## 1. Introduction

1.1. The GulLuck Plan is an administrative arrangement offered by MCB-Arif Habib Savings and Investments Limited (MCBAH) under MCB Pakistan Islamic Stock Fund so as to facilitate Subscribers to invest in a Shariah Compliant savings plan and benefit from the facility of investing in a Shariah Compliant portfolio of stock market investment. GulLuck Plan will seek to

channelize domestic savings for accomplishing future career oriented educational goals of children through their Guardians.

## 2. Objectives

- 2.1. The objective of the GulLuck Plan is to promote saving culture amongst the children through a money-saving tool which will help them in learning the art of saving for short-term and long-term goals which at a later stage of their lives will lead to an increased level of financial literacy.
- 2.2. The Subscriber should benefit from the higher potential returns from investing in the MCB PISF while reducing the risk through investing with a long-term horizon as well as through averaging out the purchase values of the Shariah Compliant equity based investment.
- 2.3. At the option of the Management Company, the Subscriber may also have the option to benefit from a specially designed takaful cover for his/ her Guardian(s).

## 3. The administrative arrangements

3.1. Since one of the features of GulLuck Plan is to facilitate regular domestic savings of young school going children, at the discretion of Management Company the GulLuck Plan Account may be opened only on the basis of receipt of Prescribed Form for this purpose. Whenever, after opening of GulLuck Plan Account the Subscriber/ Guardian(s) deposit any amount, the Units of MCB PISF (including fractions thereof) shall be issued against the amount received in accordance with the terms of the Offering Documents of MCB PISF.

Currently, there is no minimum or maximum limit on the initial and subsequent investment in GulLuck Plan. However, the Management Company may alter the minimum amounts required for opening, maintaining or adding to an account. Any change with reference to the minimum or maximum investment limit shall be notified through website of the Management Company. Provided an upward change for maintaining the account or adding funds thereto shall require reasonable notice.

- 3.2. A Subscriber may open an account for the GulLuck Plan by filling out the **Prescribed Form** and lodging it along with the Distributor/ Management Company. The acknowledgement receipt shall only be issued at the time of payment by the Subscriber / Guardian(s).
- 3.3. The Subscriber shall deposit/send the contributions for subscribing the units of MCB PISF under this administrative arrangement as and when he/she may consider appropriate. The Management Company may introduce any electronic as well as physical arrangements, including collection of cash on account of contributions from Subscribers for subscribing units of MCB PISF, provided that the Subscriber(s) who is not a minor and the Guardian of a minor with more than Rs.5000/per collection transaction per day shall make contribution through electronic transfer/ online transfer/ Cheque/Payorder/DD. In case of physical cash collection, the Management Company will arrange to issue receipt of the cash collected to the Subscriber. However, in case of physical cash collection arrangement, Management Company may limit maximum amount per transaction that can be collected in cash. Currently, this limit is Rs. 5,000/- per collection transaction per investor per day which may be reviewed and revised by the Management Company from time to time after seeking approval from SECP. In the event a Subscriber/ Guardian(s) does not deposit the contribution for any reason, the Account shall remain alive and the Subscriber/ Guardian(s) may continue the contributions at any stage subsequently.
- 3.4. The Management Company shall send SMS alerts to the Subscriber/ Guardian(s) on registered mobile number each time there is an activity in the account. Subscriber/ Guardian(s) can view/ request Statement of Accounts on the website of the Management Company. Physical copy of the Statement of Account shall only be sent on the specific request of the Subscriber/ Guardian(s) at a cost of Rs.50/- which should be deducted from his/ her account.

- 3.5. Notwithstanding anything contained in the Trust Deed and Offering Document of MCB PISF, the annual Statement of Account shall only be sent to the registered e-mail address of the Subscriber/ Guardian(s) as mentioned on the Prescribed Form and incase there is no email address of the Subscriber/ Guardian(s), the annual Statement of Account would be sent to his/ her registered address through post without any charge.
- 3.6. Certificates representing Units purchased under this plan shall not be issued.
- 3.7. In the event of winding up of the MCB PISF, the GulLuck shall be discontinued and the Units outstanding to the credit of the Subscriber shall be dealt with in the same manner the rest of the Units in the MCB PISF.
- 3.8. The Management Company undertakes that it will develop proper cash handling procedures to the satisfaction of Trustee in respect of sale of units at its end including cash-in-transit insurance coverage. The Insurance cover taken by the Management Company should be to the satisfaction of the Trustee.

### 3.9. Takaful Options

- 3.9.1 The Management Company may make arrangements with certain Takaful Companies, to provide Takaful cover to Guardian(s) of the subscribers in the event of death or permanent and complete disability of Guardian(s), without getting any benefit in any shape from the Takaful Company. The terms and conditions of the policies and the enforcement thereof are between the Takaful Company and Subscriber. The Management Company does not take any responsibility in this regard and is only facilitating the arrangement. The Management Company does not guarantee that any of the Takaful Companies shall be willing to provide the cover to any Guardian(s) nor does it guarantee performance by the Takaful Company.
- 3.9.2 The primary responsibility of ensuring that the policy does not lapse is that of the Subscriber, however, in order to assist the Subscribers in the event they do not send the monthly and/or full Takaful premium applicable for any month, the Management Company may send the premium applicable to the Takaful Company so that the policy does not lapse due to non-payment of premium. The Management Company shall be entitled to full reimbursements by the Subscriber and it will redeem such number of units or fractions thereof standing in favor of the Subscriber, that are adequate to pay for the premium. Such redemption shall take place the day(or the next following day) the Management company is required to send the premium to the Takaful Company and in the event that the day is not the day when a Redemption Price is accounted for the MCB PISF fund for any reason, redemption shall take place on the next day price is announced. Provided, under no circumstances shall the Management Company be obliged to pay any premiums unless there is sufficient holding of the Subscriber.
- 3.9.3 In the event the Subscriber wishes to stop the premium, the guardian of such Subscriber shall advise the Management Company or the Registrar in writing failing to which the Management Company may continue to pay the premium to the takful company out of the Subscriber's investments/funds.
- 3.9.4 In the event any changes are introduced in the Plan after an existing Subscriber has made an initial investment in the Plan, the existing Subscriber shall not be under any obligation to comply with the changes. However, if the Subscriber is willing to comply with the change he/she shall be welcome to opt for the changed terms and may be required to sign a form accepting the new terms.

#### 4. Operation of Account:

The account under GulLuck Plan shall be operated by the Guardian(s) till the Subscriber attain the age of 18 years, thereafter the Subscriber shall be eligible to operate the account as Principal Account Holders. After attaining the age of 18 years the Subscriber shall be the only person to be recognized by the Trustee, the Management Company and the transfer agent as having any right, title or interest in or to such units and the Trustee, the Management Company and the transfer agent may recognize the unit holder as the absolute owner thereof and shall not be bound by any notice to the contrary and shall not be bound to take notice of or to see to the execution of any trust, except where required by any court of competent jurisdiction.

Subscriber to the GulLuck Plan may redeem any Units held by them at any time using the Redemption Form and redemption procedure would be same as mentioned in Clause 4.6 of the Offering Document of MCB PISF. In case where the subscriber (s) is a minor and does not have the bank account, the redemption amount shall be credited to his/ her Guardian bank account through electronic transfer/ online transfer/ Cheque/Payorder/DD.

#### 5. Risk Disclosure:

- 5.1 In addition to the risks disclosed in the Offering Document of the MCB PISF, the investment in the GulLuck Plan is exposed to the following risk:
  - ➤ The target amount of saving and accumulation of the returns thereto are based on best estimates of the performance of the stock market and Management Company's actions based on the expected performance. There is no guarantee as to the actual performance of the MCB PISF.
  - The MCB PISF Fund is subject to being wound up under certain circumstances as explained in clause 4.11 and 10.4 of the MCB PISF Offering Document. In such an event the GulLuck plan shall be discountinued.
  - ➤ The Management Company does not take responsibility for any Takaful Company fulfilling its obligations.
  - ➤ In the event a Subscriber fails to pay the Takaful premiums or abandons the policy or decides to redeem the Units owned by him/ her, the contributions made towards the Takaful policy shall stand lapsed.
- **6. All other matters** The Offering Document relating to the MCB PISF of which this plan is an administrative arrangement, shall apply to all matters not covered by this Supplementary Offering Document.
- **7.** "Guardian" means who is legally responsible for the care and management of the Subscriber or property of the Subscriber.
- **8.** "Subscriber" means a unit holder who subscribes to GulLuck Plan.
- "Principal Account Holder" means the Account holder, in whose name an investment account is maintained.
- **10. "Prescribed Form"** means account opening form specifically designed for the purpose of GulLuck Plan and is available on the website of the Company.