



**Rajib Kumar Dey**  
Managing Director  
IDLC Asset Management Limited

**Kazi Sanaul Haq**  
Managing Director  
Investment Corporation of Bangladesh  
3, DIT Avenue, Dhaka.

THIS DEED of TRUST is made at Dhaka on this the 23<sup>rd</sup> day of April of the Christian era 2019.

**INDLC Asset Management Limited.** a private company limited by shares incorporated under the Companies Act 1994 vide Certificate of Incorporation No C-127068/2015, dated 22<sup>nd</sup> November 2015 and licensed as Asset Manager by the Bangladesh Securities and Exchanges Commission, Dhaka, Bangladesh under বিধি ২৮ of সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১, having its Registered Office and Corporate Office at South Avenue Tower (5<sup>th</sup> Floor), Unit No. 502, House No. 50, Road No. 03, 7 Gulshan Avenue, Gulshan-1, Dhaka-1212, represented by its Managing Director, Rajib Kumar Dey, hereinafter referred to as the “**Asset Management Company**” or “**Asset Manager**” which expression shall, unless it be repugnant to the context or meaning thereof, include its Directors, attorneys, representatives, corporate successors in interest and assigns of the **FIRST PART.**

**Investment Corporation of Bangladesh (ICB)**, a Corporation established under the Investment Corporation of Bangladesh Ordinance No. XL of 1976 (amended up to July 06, 2000) at present the corporation is being operated under the “Investment Corporation of Bangladesh Act, 2014” having its Head Office for the time being at BDBL Bhaban, 8, Rajuk Avenue, P.S. Motijheel, Dhaka-1000, Bangladesh, represented by its Managing Director Kazi Sanaul Hoq, S/O Late Kazi Ekramul Hoq hereinafter referred to as The TRUSTEE of the fund, which expression shall, unless it be repugnant to the subject or context include its representatives, successors-in interest and assigns as the **SECOND PART.**

**WHEREAS**, the party of the first part is an Asset Management Company of Bangladesh engaged in among others, asset management business having required capabilities, resources, qualifications, experience and adequate skills in its concerned field of activities is qualified and capable to be the Sponsor of an open-end mutual fund.

**AND WHEREAS**, the party of the second part is a leading financial institution so far engaged in Issue Management, Underwriting, Portfolio Management, Merchant Banking, Fund Management, Brokerage, Trustee and Custodian service activities and are qualified and capable to act as the Trustee of a mutual fund সিকিউরিটিজ ও এন্ড চঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১, ২০০৭

*Sd. Ehsanul Haq*  
Kazi Sanaul Haq  
Managing Director  
Investment Corporation of Bangladesh  
8, DFT Avenue, Dhaka.

## 1. OBJECTIVES

1.1. The Shariah based Open End Mutual Fund shall be constituted in the form of a Trust created by virtue of this Deed of Trust in accordance with the provisions of Trust Act, 1882 (Act II of 1882) and under the provisions of the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ (hereinafter referred to as the বিধিমালা).

1.3 The party of the First Part shall Sponsor an Open End Mutual Fund for the general investors, both individual and institutional, to be floated in the capital market of Bangladesh under the provision of the বিধিমালা.

1.4 The party of the second part shall act as the TRUSTEE of the shariah based Open End Mutual Fund to be sponsored by the party of the first part, under the provision of the বিধিমালা।

1.5 IDLC Asset Management Limited, a private company limited having its Registered Office and Corporate Office at South Avenue Tower (5<sup>th</sup> Floor), Unit No. 502, House No. 50, Road No. 03, 7 Gulshan Avenue, Dhaka-1212, Bangladesh shall be the Asset Management Company or Asset Manager of the Fund under the provisions of the বিধিমালা।

1.6 The Asset Management Company shall conceive, design, structure, seek registration, issue, float and manage the mutual fund sponsored by the party of the first part under the Trusteeship of the party of the second part, as per the provision of the বিধিমালা.

1.7 BRAC Bank Ltd., having its registered office at Anik Tower, 220/B, Tejgaon Gulshan Link Road, Tejgaon, Dhaka-1208, Bangladesh shall be the CUSTODIAN of the Fund as per the বিধানমালা, which expression shall, unless it be repugnant to the subject or context, shall include its representatives, successors-in-interest and assigns, and the Asset Management company shall, subject to consent of the Trustee, enter in to an agreement with the Custodian for such services to the Fund in exchange of applicable fees.

স্বাক্ষর  
 প্র. মনজুর হোসেন  
 ইকোপার্ক ফান্ড ম্যানেজিং কোম্পানী লিমিটেড  
 চেয়ারম্যান  
 ৬৬ মাদারি ২ বিল্ডিং  
 ১৬০  
 গুলশান  
 ১২১২০০

স্বাক্ষর

Rajib Kumar De  
 Managing Director  
 IDLC Asset Management Limited

স্বাক্ষর

Kazi Sanaul Haq  
 Managing Director  
 Investment Corporation of Bangladesh  
 ৪, DIT Avenue, Dhaka.

Md. Rajib Alam

স্বাক্ষর

1.8 This Trust Deed shall constitute the basis of the Investment Management Agreement of the Fund between the Trustee and the Asset Management Company as provided for in the বিধিমালা.

প্র. মনজুর হোসেন

1.9 The Asset Management Company shall start operation of the Fund in the capital market of Bangladesh, on approval from the Regulatory Authority under the applicable law, rules, regulations, etc.

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1.10 The party of the first part i.e. the Sponsor shall on the effective date make over to the Trust a minimum sum of BDT 50,000,000.00 (Taka Fifty Million only) to initiate the Open End Mutual Fund i.e. the IDLC Asset Management Shariah Fund.

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1.11 The trust mutual fund shall have the powers of a body corporate to acquire, hold and dispose of property and enter into contract and may sue and be sued in its own name. The Asset Management Company shall perform the management activities of the Fund and all obligations and responsibilities mentioned in the name of the Fund shall be considered to be accomplished by the Asset Management Company on behalf of the Fund.

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## 2. GENERAL PROVISIONS

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### 2.1 Definitions

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In this Deed of Trust, unless there is anything repugnant to the subject or context, the following terms whenever used shall have the following meanings:

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2.1.1 "বিধিমালা" means the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১;

2.1.2 "Applicable Law" means the laws and any other instruments having the force of law in Bangladesh as they may be issued and are in force from time to time;

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2.1.3 "Asset Management Company" or "Asset Manager" or "AMC" means IDLC Asset Management Ltd.;

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2.1.4 "Central Depository" or "CDBL" means Central Depository Bangladesh Limited established under the ডিপজিটরি আইন, ১৯৯৯ (১৯৯৯ সনের ৬ নং আইন);

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2.1.5 "CEO" means the Chief Executive Officer.

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2.1.6 "Custodian" means BRAC Bank Ltd. (BBL).





*S. al-Hasan*  
**Rajib Kumar Dey**  
Managing Director  
IDLC Asset Management Limited

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Investment Corporation of Bangladesh  
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- 2.1.7 “Deed” or “Trust Deed” or “Agreement” means this deed of trust between the parties of the first and second part;
- 2.1.8 “Effective Date” means the date of registration of this Trust Deed;
- 2.1.9 “Government” means the Government of the Peoples’ Republic of Bangladesh;
- 2.1.10 “Guardian” means the Trustee of the **IDLC Asset Management Shariah Fund**;
- 2.1.11 “Mutual Fund”, “Open-End Mutual Fund”, or “the Fund”, or “Unit Fund” means the **IDLC Asset Management Shariah Fund** as designed, structured, sponsored, issued, floated and managed by IDLC Asset Management Limited (IDLC AML) and sponsored by the party of the first part under this Trust Deed and the বিধিমালা;
- 2.1.12 “Net Assets” means the excess of assets over liabilities of the Fund, computed in the manner specified in the বিধিমালা.
- 2.1.13 “Net Asset Value (NAV)” means per unit value of the Fund arrived at by dividing the net assets by the number of units outstanding of the Fund.
- 2.1.14 “Party” means any party of the first or the second part, as the case may be;
- 2.1.15 “Prospectus” or “Offer Document” means the advertisements or other documents as approved by the Commission, which contains the investment and all other information in respect of the Fund as required by the বিধিমালা and is circulated to invite the public to invest in the mutual fund.
- 2.1.16 “Regulatory Authority” means the Bangladesh Securities & Exchange Commission (BSEC);
- 2.1.17 “Shariah Advisory Board” means an institution or a body, having knowledge of Islamic Law to supervise and monitor the activities of the scheme and to certify that all its activities comply with shariah law;
- 2.1.18 “Scheme” means **IDLC Asset Management Shariah Fund**;
- 2.1.19 “Selling Agent” means the organizations (bank, financial institution, insurance company, merchant bank, stock broker) who are nominated by the respective Asset Management Company following the direction of the Commission or the person who is a certificate holder of respective course of Bangladesh Institute of Capital Market;
- 2.1.20 “Bangladesh Securities and Exchange Commission (BSEC)” or “Commission” or “BSEC” means the Securities and Exchange Commission of Bangladesh constituted under the Securities and Exchange Commission Act, 1993 (Act No. XV of 1993);
- 2.1.21 “DSES” means “DSEX Shariah Index” of Dhaka Stock Exchange Limited;
- 2.1.22 “Mutual Fund Rules” means সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১;
- 2.1.23 “Sponsor” means IDLC Asset Management Limited;
- 2.1.24 “Trust” means the Trust constituted by this Deed of Trust in accordance with the provisions of the Trust Act 1882 (Act II of 1882).
- 2.1.25 “Trustee” means Investment Corporation of Bangladesh (ICB);
- 2.1.26 “Unit” means one undivided share of the Fund.
- 2.1.27 “Unit Holder(s)” means the unit holders of the Fund whose name appears on the register of the Fund for the time being;
- 2.1.28 In this deed, except where the context otherwise requires, the singular shall include the plural and the vice versa and any gender shall include any other gender and the words and expressions have the similar meaning assigned so by the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১;



*[Signature]*  
**Rajib Kumar Dey**  
Managing Director  
IDLC Asset Management Limited

*[Signature]*  
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2.1.29 Words and expressions used and not defined in the বিধিমালা but defined in the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন আইন, ১৯৯৩ (১৯৯৩ সনের ১৫ নং আইন), Securities and Exchange Ordinance, 1969 (Ordinance No. XVII of 1969), Trust Act, 1882 (Act II of 1882), Registration Act, 1908 (XVI of 1908), ডিপজিটরি আইন, ১৯৯৯ (১৯৯৯ সনের ৬ নং আইন), কোম্পানী আইন, ১৯৯৪ (১৯৯৪ সনের ১৮ নং আইন), ব্যাংক কোম্পানী আইন, ১৯৯১ (১৯৯১ সালের ১৪ নং আইন) and আর্থিক প্রতিষ্ঠান আইন, ১৯৯৩ (১৯৯৩ সনের ২৭নং আইন) shall have the same meaning respectively assigned to them in those Acts and Ordinance;

2.1.30 “Trust Property” means the property specified in the schedule to this Deed of Trust.

## 2.2 Relation between the Parties

2.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the parties hereto or other parties of the mutual fund.

## 2.3 Governing Law

2.3.1 The terms of this Deed shall not be amended without the prior approval of the unit holders of the scheme of the Fund by simple majority of the unit holders present and voting at a meeting called for the purpose of amendment with 15 (fifteen) days' notice and without the prior approval of the Commission and this Deed, its meaning and interpretation, and the relation between the parties shall be governed by the applicable laws, rules and regulations and customs and practices of the capital market and Bangladesh Securities and Exchange Commission.

2.3.2 Notwithstanding anything contained in this Deed of Trust, any amendment in the form of rectification, suspension, addition, deletion, substitution or revocation of any terms or clause or provision of this Deed at any time, prior or subsequent to registration of this Deed, ordered, enforced or effected through any amendment of existing rules or regulations or insertion of any new rules and regulations in due process by the Bangladesh Securities and Exchange Commission (BSEC) shall be deemed to have been incorporated in the Deed and such provisions in the Deed shall stand amended to the extent of the inconsistency as if it has been effected by the parties hereto without prejudice to the rights for appeal of the parties.

## 2.4 Registered Address

2.4.1 The Registered Address of the Trustee will be the office of Investment Corporation of Bangladesh (ICB) at BDBL Bhaban, 8, Rajuk Avenue, Dhaka-1000, Bangladesh, and the registered office of the Asset Manager will be IDLC Asset Management Limited, a private company limited having its Registered Office and Corporate Office at South Avenue Tower (5<sup>th</sup> Floor), Unit No. 502, House No. 50, Road No. 03, 7 Gulshan Avenue, Dhaka-1212. Bangladesh.

## 3. THE FUND

### 3.1 Main Features of the Fund

3.1.1. There shall be one scheme of the Fund namely **IDLC Asset Management Shariah Fund** unless otherwise any other Scheme constituted, organized and managed by the Asset Management Company with due approval of the Trustee and the BSEC.

3.1.2. The Fund shall be an open-ended in nature and the initial target size of the Scheme shall be BDT 500,000,000.00 (Five Hundred Million Taka) which may be increased from time to time by the Asset Management Company on requisition from the investors with due approval of the Trustee and notification to the BSEC.

3.1.3. The Fund shall be managed under Shariah Law. In this regard a Shariah Advisory Board shall be formed with minimum one ex-officio member to ensure the compliance of Shariah Law. The Fund will select its investment universe from the securities' list of DSES or any other shariah index introduced by the stock exchanges of Bangladesh to purchase securities from the secondary market.

3.1.4. Individuals as well as the institutional investors are eligible for investment in the Fund.

3.1.5. The Fund shall bear all registration and other fees as payable to the Commission or any other agencies under the বিধিমালা and to the legal advisor(s) for establishing the mutual fund and for registering the Trust Deed of the Fund.

3.1.6. The party of the first part shall provide at least 10% (Ten Percent) as the minimum subscription amount of the Fund equal to a sum of BDT 50,000,000.00 (Fifty Million Taka Only) on effective date as prescribed in the বিধিমালা and upon registration of the Fund, the rest amount shall be raised by the Asset Management Company through sale of units to the general investors as per the Rules of the Authority.

3.1.7. The Asset Management Company may constitute, organize, manage the Fund and will issue units in any denomination of par value of BDT 10.00 (Ten Taka only) each.

3.1.8. The Asset Management Company shall calculate the Net Asset Value (NAV) per Unit on last working day of every week or for shorter period, as practicable, as per formula prescribed in the বিধিমালা.

3.1.9. The Asset Management Company shall disclose the purchase price and surrender value per unit calculated on the basis of NAV in a manner that all possible investors may be notified. The difference between purchase price and surrender value shall be determined from time to time by the Asset Management Company in compliance with the Mutual Fund Rules.

3.1.10. In case of holidays, the Asset Management Company shall notify the Unit holders and the prospective investors about the days of operation of the Fund in a manner which they may deem fit.

3.1.11. The unit holders may surrender their units during the business hour as specified by the Asset Management Company. The Fund shall be liable to repurchase the units at the surrender value determined and declared by the Asset Management Company.

3.1.12. The unit holders of the Fund shall have beneficial interest in the trust property to the extent of individual holding only in the Fund.

3.1.13. Purchase and surrender of units of the Fund shall remain closed by the Asset Management Company for maximum one month immediate after completion of the financial year unless the Commission decides otherwise.

### 3.2 Investment Policy

3.2.1 The Fund shall invest subject to the বিধিমালা and only in those securities, deposits and investments approved by the Bangladesh Securities and Exchange Commission and/or the Bangladesh Bank and/or the Insurance Development and Regulatory Authority (IDRA) of Bangladesh or any other competent authority authorized in this regard.

3.2.2 All activities of the Fund shall be undertaken in accordance with the Shariah Guidelines provided by Shariah Advisory Board. The Board will be responsible for monitoring the activities and investment of the Fund to ensure full compliance with Shariah Guidelines. The Board will also evaluate and advise upon all new financial instruments as and when introduced for their Shariah permissibility.

3.2.3 If the Fund follows DSES or any other shariah index introduced by the stock exchanges of Bangladesh, list of securities of such index will be followed to purchase securities from the secondary market.

3.2.4 The Fund shall only invest in shares & securities that are permissible by the Shariah Law.

3.2.5 In case of participation in the IPO/Book Building method where the market price is not available and hence the market capitalization, investment decision will be taken





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based on the broad base of Shariah Law, not on any ratio related to market capitalization of that particular scrip;

- 3.2.6 Not less than 60% of the total asset of the Scheme of the Fund shall be invested in capital market instruments, and out of which at least 50% will be invested in listed securities, or to the extent as determined by the Commission from time to time.
- 3.2.7 All money collected under the Fund, except cash and deposits held for liquidity purpose, shall be invested only in encashable and/or transferable instruments or securities whether in money market or capital market or privately placed pre-IPO equity, preference shares, debentures or securitized debts.
- 3.2.8 The Fund shall get the securities purchased/transferred in the name of the Fund and shall in no case put itself in a position whereby it has to make short sale or carry forward transactions.
- 3.2.9 Only the Asset Management Company will make the investment decisions and place orders for securities to be purchased or sold for / from the Scheme's portfolio.
- 3.2.10 The Asset Management Company shall choose stock broker(s) for the purchase and sale of securities for the Fund's portfolio.
- 3.2.11 Settlement of transaction will take place as per the বিধিমালা and practice of the relevant laws and industry.

### 3.3 Investment Restriction

- 3.3.1 Generally, the Fund shall not invest more than 10% of its assets in any one particular company shares, or to the extent as determined by the Commission from time to time.
- 3.3.2 The Fund shall not invest in more than 15% of any company's paid-up capital at any point of time, or to the extent as determined by the Commission from time to time.
- 3.3.3 The Fund shall not invest more than 20% of its assets in shares, debentures or other securities of a single company or group, or to the extent as determined by the Commission from time to time.
- 3.3.4 The Fund shall not invest more than 25% of its assets in shares, debentures or other securities in any one industry, or to the extent as determined by the Commission from time to time.
- 3.3.5 The Fund shall not invest in or lend to any scheme under the same Asset Management Company, as long as it is not permissible under the বিধিমালা.
- 3.3.6 The Fund shall not acquire any asset out of the Trust property, which involves the assumption of any liability that is unlimited or shall result in encumbrance of the Trust property in any way.
- 3.3.7 The Fund or the Asset Management Company on behalf of the Fund shall not give or guarantee term loans for any purpose or take up any similar activity in contravention of the বিধিমালা.
- 3.3.8 The Fund shall follow the investment objectives and investment restrictions as per the Mutual Fund Rules. Along with that, the Fund shall follow the Shariah guidance suggested by the Shariah Advisory Board and / or stocks selected in DSES or any other Shariah Based Index developed by the stock exchange(s) of Bangladesh for investment selections within the Mutual Fund Rules.
- 3.3.9 The Fund shall buy and sell securities on the basis of deliveries and shall, in all cases of purchases, take delivery of securities and in all cases of sale, deliver the securities on the respective settlement dates as per the custom and practice of the stock exchange(s).
- 3.3.10 The Fund shall not involve in option trading or short selling or carry forward transactions, as long as it is not permissible under the বিধিমালা.



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directed by the Commission, and adequate disclosure shall be made as per the provision of the বিধিমালা.

3.5.9 The Fund shall not borrow to finance its investments, as long as it is not permissible under the বিধিমালা.

3.5.10 In case of deferred expenses, accrued expenses for the period will be taken into account for determining total liabilities.

### 3.6 Net Asset Value (NAV) calculation

3.6.1 The Fund will use the following formula to derive NAV per unit:

$$NAV = V_A - L_T$$

NAV per unit = Total NAV / No. of units outstanding

$V_A$  = Value of all securities in vault + Value of all securities placed in lien + Cash in hand and at bank + Value of all securities receivables + Receivables of proceeds of sale of investments + Dividend receivables net of tax + Interest receivables net of tax + Issue expenses amortized as on date + Printing, publication and stationery expenses amortized as on date

$L_T$  = Value of all securities payable + Payable against purchase of investments + Payable as brokerage and custodial charges + Payable as Trustee fees + All other payable related to printing, publication and stationery + Accrued deferred expenses with regard to management fee, annual fee payable to Commission, audit fee, and safe keeping fee

### 3.7 Dividend Policy

3.7.1 The accounting year of the Fund shall be July 01 to June 30;

3.7.2 The Fund shall distribute minimum 70%, or as may be determined by the বিধিমালা, from time to time, of the annual net profit of the Fund as dividend at the end of each accounting period after making provision for bad and doubtful investments. The Fund shall create a dividend equalization reserve by appropriation from the income of the Scheme;

3.7.3 Before declaration of dividend, the Asset Management Company shall make a provision in consultation with the Auditor if market value of investments goes below the acquisition cost and the method of calculation of this provision will be incorporated in the notes of accounts;

3.7.4 Surpluses arising simply from the valuation of investments shall not be available for dividend;

3.7.5 Dividend warrants will be dispatched within 45 days from the declaration of such dividends.

## 4. RIGHTS, DUTIES AND OBLIGATION OF THE PARTIES OF THE FUND

### 4.1 The Sponsors

4.1.1 IDLC Asset Management Limited shall be the sponsor of the Fund;

4.1.2 The Sponsor shall have caused to constitute the mutual fund by virtue of this Trust Deed.

4.1.3 The Sponsor shall appoint the Trustee of the Mutual Fund by virtue of this Trust Deed, who shall hold the property of the Fund in trust for the benefit of the unit holders of the Fund in accordance with the বিধিমালা.





*S. Ahmed*  
Rajib Kumar Das  
Managing Director,  
IDLC Asset Management Limited

*S. Ahmed*  
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- 4.1.4 The Sponsor shall appoint the Custodian, who shall provide custodial service to the Fund in accordance with the বিধিমালা.
- 4.1.5 The Sponsor shall appoint the Asset Management Company, who shall manage the shariah based open-end the mutual fund for the benefit of the Fund and the unitholders of the Fund in accordance with the বিধিমালা and Section 4.3 of this Deed.
- 4.1.6 The Sponsor shall contribute an amount of BDT 50,000,000.00 (Taka Fifty Million only) to the Trust on the effective date.
- 4.1.7 The Sponsor and / or the Asset Management Company shall, if required by the Commission, furnish such information or clarification as may be considered necessary for grant of registration of the Fund, including information or clarification in addition to the information given with the application.
- 4.1.8 The Sponsor, unless otherwise act as asset management company, shall not participate in any decision making process for any investments in the Scheme of the Mutual Fund.
- 4.1.9 The Sponsor may cause to effect change of the Trustee and the Asset Management Company as per procedure laid down in the বিধিমালা and subject to prior approval of the Commission, on substantiated reasonable grounds of breach of trust as enumerated in this Deed by the incumbent Trustee or the Asset Management Company.
- 4.1.10 Notwithstanding anything contained in this Deed of Trust, the Sponsor shall preserve the inherent right to legal recourse against the Trustee or the Asset Management Company in the event of substantiated reasonable grounds of breach of trust as enumerated in this Deed by the incumbent Trustee or the Asset Management Company.

#### 4.2 The Trustee

- 4.2.1 Investment Corporation of Bangladesh (ICB) shall be the Trustee of the Fund by Virtue of this Trust Deed.
- 4.2.2 The Trustee shall, as the guardian of the Fund, hold all capital assets of the Fund in trust for the benefit of the unit holders, in accordance with the বিধিমালা and this instrument of Trust and the unit holders shall preserve only the beneficial interest in the Trust properties on pro rata basis of their ownership in the Fund.
- 4.2.3 The Trustee shall always act in the best interest of the unit holders.
- 4.2.4 The Trustee shall take all reasonable care to ensure that the Scheme of the mutual fund floated and managed by the Asset Management Company are in accordance with the Trust Deed and the বিধিমালা.
- 4.2.5 The Trustee shall receive a quarterly report from the Asset Management Company or such other intervals as per বিধিমালা on the activities of the Fund and the Asset Management Company will also submit a half-yearly report to the Commission on the activities of the Fund with a copy to the Trustee.
- 4.2.6 The Trustee shall provide or cause to provide information to the unit holders and the Commission as per the বিধিমালা or as may be specified by the Commission.
- 4.2.7 The Trustee shall cause to make such disclosures by the Asset Management Company to the investors/unit holders as are essential in order to keep them apprised of any information, which may have an adverse bearing on their investments.
- 4.2.8 The Trustee shall have the right to call for any books of accounts, records, documents and such other information as considered necessary from the Asset Management Company as is relevant to the management of the affairs concerning the operation of the shariah based open-end Mutual Fund.
- 4.2.9 The Trustee shall forthwith take such remedial steps as are necessary to rectify the situation where they have reasons to believe that the conduct of business of the Mutual Fund is not in conformity with the বিধিমালা and keep the Commission informed of the same with full particulars.



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- 4.2.10 The Trustee shall have the power to initiate the process of annulment of the appointment of the Asset Management Company under specific events of violation of the Trust Deed, Investment Management Agreement and/or provisions of the বিধিমালা only, subject to prior approval of the Commission, in accordance with the provisions of the বিধিমালা.
- 4.2.11 The Trustee, if constituted, shall furnish to the Commission and the Asset Management Company, the particulars of the interest that they may have in any company, institution or financial intermediary or any body-corporate by virtue of their positions as director, partner, and managers or in which they may be associated with in other capacities.
- 4.2.12 The Trustee, in carrying out their responsibilities as Trustee of the Mutual Fund, shall maintain arms length relationship with other companies, institutions or financial intermediaries or any body corporate having perpetual succession and common seal with which they may be associated.
- 4.2.13 The Trustee shall not participate in any decision making process for investments in the Fund and its Scheme.
- 4.2.14 The Trustee shall appoint auditors for the Scheme of the mutual fund who shall not be the auditors of the Trustee, the Asset Management Company, and the Sponsor(s) and shall regularly monitor the performance and activities of the auditors.
- 4.2.15 The Trustee shall be responsible to ensure that calculation and entry of any income due to be paid to the Scheme of the Fund and also any income received for the holders of the units and the reports of accounts of the Scheme as are in accordance with the Trust Deed and the বিধিমালা.
- 4.2.16 The Trustee shall call for a meeting of the unit holders of the Scheme of the mutual fund whenever required to do so by the Commission in the interest of the unit holders, or on a requisition of three fourths of the unit holders of the particular scheme of the Fund or when the Trustee decide to wind up or prematurely redeem the units or modify the characteristics in the best interest of the unit holders of that scheme, as per provisions of the বিধিমালা.
- 4.2.17 The Trustee shall be responsible for the acts of willful commissions and omissions or negligence by its employees or the persons whose services have been obtained by it and the Trustee shall not be absolved of any civil liability to the mutual fund for their willful acts of commission and omissions or negligence while holding such position or office.
- 4.2.18 The Trustee shall constitute a Committee with a minimum of two members, which shall be responsible for discharging the obligations of the Trustee and the first such Committee shall be constituted with the following members, namely:-

1	Deputy Managing Director	Member
2	General Manager, Accounts & Finance	Member
3	General Manager, Admin	Member
4	Deputy General Manager, Trustee Division	Member
5	Assistant General Manager, Trustee Department	Member Secretary

- 4.2.19 In order to protect the interest of the unit holders the Trustee Committee, from time to time, shall call meeting in the office of the Trustee or in the office of the Asset Manager. The Committee shall call at least one meeting in every three months. The Committee may advise the Asset Manager to produce necessary papers and documents in the meeting.
- 4.2.20 Any subsequent change in the composition of the Committee constituted by the Trustee shall be communicated to the Commission and the Asset Management Company and such change shall take effect only on approval from the Commission.

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- 4.2.21 The Trustee shall be paid an annual Trusteeship Fee of 0.15% of the Net Asset Value (NAV) of the Fund on semi-annual in advance basis, during the life of the Fund or as may be agreed upon from time to time between the parties.
- 4.2.22 The Trustee shall not be removed without the prior approval of the Commission and shall not retire until such time a new Trustee takes over under due process as laid down in the বিধিমালা.
- 4.2.23 The Trustee shall hold all capital assets of the Fund in trust on behalf of the unit holders.
- 4.2.24 The unit holders shall preserve only the beneficial interest in the trust properties on pro rata basis of their ownership of the Fund.

#### 4.3 The Asset Management Company

- 4.3.1 IDLC Asset Management Limited (IDLC AML) will be the Asset Manager of the Fund and this Deed shall constitute the basis of the Investment Management Agreement with the Sponsor as required by the provisions of the বিধিমালা.
- 4.3.2 The Asset Management Company shall be responsible for designing, structuring, registering, promoting, issue and public floatation, investment operation and management of the Fund in accordance with the provisions of the Trust Deed and the বিধিমালা.
- 4.3.3 The Asset Management Company may take initiative to facilitate electronic settlement of the units of the Fund with the CDBL, as and where applicable.
- 4.3.4 The Asset Management Company shall take all reasonable steps and exercise all due diligence to ensure that the investment of the Scheme of the Fund is not contrary to the provisions of the Trust Deed, the Investment Management Agreement and the বিধিমালা.
- 4.3.5 The Asset Management Company shall be responsible for the willful acts of commissions and omissions and negligence by its employees or the persons whose services have been obtained by the Asset Management Company and the Company shall not be absolved of any civil liability to the Mutual Fund for their willful acts of commission and omissions and negligence while holding such position or office and no loss or damage or expenses incurred by the Asset Management Company or their officers or any other person delegated by them, resulting from such willful commission or omission or negligence shall be met out of the Trust property.
- 4.3.6 The Asset Management Company shall not act as a Trustee of any mutual fund or shall not undertake any similar business activities without prior approval of the Commission, which may adversely affect the interest of the Fund.
- 4.3.7 The Asset Management Company shall submit to the Trustee and the Commission quarterly activity and compliance reports on September 30, December 31, March 31 and June 30 within fifteen days of the end of the quarter or at such intervals as may be required by the Trustee or the Commission.
- 4.3.8 The Asset Management Company shall ensure that no application form, or sales literature or other printed matter issued to prospective buyers, or advertisement, or report and or announcement (other than an announcement of prices or yields, book-closures, dividend declaration or meeting of the unitholders etc.) addressed to the general body of unit holders, or to the public, or to the press or other communications media, or to any stakeholder, is issued or published that contain any statement or matter extraneous to the Trust Deed or Prospectus or Offer Document approved by the Commission or the Trustee, as the case may be.
- 4.3.9 The Asset Management Company shall prepare and distribute prospectuses, annual and periodical reports of the Fund and shall maintain all sorts of communications with investors and other stakeholders as per the বিধিমালা and shall undertake advertising and other promotional activities.
- 4.3.10 The Managing Director/CEO and other designated officers of the Asset Management Company shall be the authorized signatories of the brokerage, depository, banking and custodial accounts of the Fund with the banks and financial institutions, stock



  
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exchanges, brokerage houses, central depository and other similar institutions and service providers and the transfer deeds of the securities of the Fund, and the Trustee shall be kept informed of any changes of the signatories.

- 4.3.11 The Asset Management Company shall furnish such information and documents to the CDBL as may be required under the ডিপজিটরি আইন, ১৯৯৯, ডিপজিটরি প্রবিধানমালা, ২০০০ and ডিপজিটরি (ব্যবহারিক) প্রবিধানমালা, ২০০৩.
- 4.3.12 The Asset Management Company shall be expected to meet all its expenses and make provision for office space, personnel, including security analysts and portfolio managers, regulatory compliance and reporting services, accounting services and preparation of tax return, if any; insurance coverage and other services of the Fund.
- 4.3.13 The Asset Management Company is authorized to charge all applicable expenses of the Fund as provided for in the বিধিমালা to the Fund account, but any loss or damage or expenses resulting from gross negligence by the Trustee or the Asset Management Company or any of their officers or any person delegated by them shall not be met out of the Trust property.
- 4.3.14 The Asset Management Company shall be paid with an one-off Formation Fee not exceeding 1% (One Percent) of the collected amount at the close of initial subscription of the Fund and also the annual Management Fee as per and under the limits prescribed in the বিধিমালা or as determined by the Commission from time to time. The management fee shall be paid quarterly by the Fund.
- 4.3.15 A requisition meeting called by two-third majority of the unit holders of the Fund, under the procedure laid down in the বিধিমালা can propose termination of the appointment of the Asset Management Company of the Fund, and the Trustee may initiate termination process of the Asset Management Company with prior approval of the Commission.
- 4.3.16 Subject to the limitations as laid down in the Trust Deed and the Investment Management Agreement, the Asset Management Company shall have discretionary authority over the portfolio of the Fund and shall conduct the day-to-day management of the portfolios.
- 4.3.17 The Asset Management Company shall have the right to call for any books of record, documents and such other information as considered necessary from the Custodian as is relevant to the management of the affairs of the mutual fund.
- 4.3.18 Any change in the appointment of the Asset Management Company for the Scheme shall be subject to prior approval of the Commission.
- 4.3.19 The Asset Management Company may discontinue its function at any time with the prior written consent of the BSEC and the Trustee.

#### 4.4 The Custodian

- 4.4.1 BRAC Bank Limited (BBL) will be the Custodian of the Fund as per the বিধিমালা.
- 4.4.2 The Custodian shall keep liaison with the CDBL and collect and preserve information required for ascertaining the movement of securities of the Fund.
- 4.4.3 The Custodian shall keep the securities of the Fund in safe and separate custody and shall provide highest security for the assets of the Fund.
- 4.4.4 The Custodian, among others, shall preserve the following documents and information as applicable as regards to the Fund:
- a) Details of acquisition and disposal of securities under custody;
  - b) Details of receipt and disbursement of funds;
  - c) Details about the right of the clients on the securities held on behalf of the clients;
  - d) Details of registration of the securities, if any; under custody;
  - e) Ledger of accounts of the clients;
  - f) Details about the order received from and given to the clients;

  
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- 4.4.5 The Custodian shall provide directly to the Auditors any information that may be required in writing by the Auditors.
- 4.4.6 The Custodian shall have physical possession of the stock and securities of the Fund and be responsible for safekeeping of the securities. The Fund shall pay to the Custodian a safe keeping fee @ 0.08% per annum on balance worth of securities held by the Fund, calculated on the basis of average market value per month and a transaction fee of BDT 200.00 per transaction. However, a fee cap of 0.09% per annum on balance securities held by the fund, calculated on the average market value per month would be applicable if the total expenses (including custodian fees, transaction fees and other expenses, mentioned above) per annum go higher than the mentioned fee cap amount. The fee for Custodian services will be realized semi-annually.
- 4.4.7 The Custodian shall have the required physical facilities, infrastructure, system, human resources and adequate skills to offer standard custodial services as required by the mutual fund and to the satisfaction of the Asset Management Company.
- 4.4.8 The Custodian shall also be responsible for the settlement, transfer and registration, dividend collection and corporate announcement dissemination services.
- 4.4.9 There shall be a Custody Agreement with the Custodian for maintenance and operation of the securities account/service in terms of the বিধিমালা.
- 4.4.10 The Trustee shall have the discretion to advise and authorize the Asset Management Company to open and operate the Custody Account and/or enter into necessary arrangements or agreement with the Custodian or with any Central Depository System for providing necessary services to the Fund.
- 4.4.11 The Custodian shall furnish to the Asset Management Company the interest that they may have in any company or financial institution or any body corporate by virtue of their positions as director, partner, and managers or in which they may be associated with in other capacities.

## 5. EXPENSES OF THE FUND

- 5.1 The initial issue expenses in respect of the Fund shall not exceed 5% of the collected amount at the close of initial subscription of the Fund or any other ceiling as determined by the Commission from time to time and the Asset Management Company shall furnish a detailed break-down of such costs in the Prospectus / Offer Document of the Fund.
- 5.2 The total expenses charged to any scheme of the Fund, except the amortization of initial issue expenses and transaction cost in the form of stock brokerage against buy and sale of securities forming a part of acquisition or disposal cost of such securities, but including transaction fees payable to the Custodian against acquisition or disposal of securities, CDBL charges, listing fees payable to the stock exchange(s), management fees payable to the Asset Manager and Trustee fees, annual registration fees payable to the Commission, audit fees, cost for publication of reports and periodicals, bank charges, and all other expenses related to the operation of the Scheme shall not exceed 4% percent of the weekly average net asset outstanding of the Scheme during any accounting year, or as determined by the Commission from time to time.

## 6. BANKERS OF THE FUND

- 6.1 Any commercial bank/schedule bank based on Islamic Shariah shall be the Banker of the Fund.
- 6.2 The Asset Management Company shall be authorized to select and open separate bank accounts of the Scheme of the Fund with the scheduled commercial banks and non-banking financial institutions or depositories based on Islamic Shariah to facilitate normal course of business with prior written approval from the Trustee and shall execute any agreement for the purpose on behalf of the Fund.
- 6.3 All bank accounts including depository and custodial accounts of the Fund shall be operated under joint signatures.



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- 6.4 No director or shareholder of the Asset Management Company shall be a signatory of any account of the Fund, except the Managing Director or Chief Executive Officer and other officers so designated.
- 6.5 The Board of Directors of the Asset Management Company shall designate authorized joint signatories of all accounts of the Scheme of the Fund from among their Managers and officers.
- 6.6 A set of specimen signatures of the authorized signatories of the accounts of the Scheme of the Fund shall be preserved with the Trustee.
- 6.7 The Asset Management Company may open separate designated bank accounts for dividend distribution, if any, of the Fund. Notwithstanding anything contained in the Trust Deed, the beneficial ownership of the balances in the accounts shall vest with the unit holders of the Fund.

## 7. AUDIT OF ACCOUNTS

- 7.1 The mutual fund shall have the accounts of its Scheme audited by an auditor qualified to audit the accounts of a company under ধারা ২১২ of the কোম্পানী আইন, ১৯৯৮ (১৯৯৮ সনের ১৮নং আইন) and the audit report shall be in conformity with the Securities and Exchange Rules, 1987.
- 7.2 The auditor of the Fund shall be different from the auditor of the Asset Management Company and that of the Trustee and the Sponsor.
- 7.3 The auditor of the Fund shall be appointed from the panel of auditors approved by the Commission.
- 7.4 Malek Siddiqui Wali, Chartered Accountants having office at 9-G, Motijheel C/A, Dhaka-1000, Bangladesh, shall be the first auditor of the Fund and the auditor shall be paid a service fee of BDT 30,000.00 (Thirty Thousand Taka only), plus VAT for the first accounting year.
- 7.5 The Trustee shall appoint auditors with reasonable and competitive fees who may be eligible for re-appointment for up to three consecutive terms of one year each or as determined by the Commission from time to time. Thereafter, the auditor shall only be eligible for appointment after the lapse of at least one year. The Asset Management Company may at any time, with the concurrence of the Trustee, and shall, if directed by the Commission, remove the auditor and appoint another auditor in its place.
- 7.6 The auditor shall furnish the audit report within maximum 30 days from the date of closing of accounts to the Trustee and such report shall form part of any Annual Report of the mutual fund.
- 7.7 The auditor's report shall state that it has obtained all information and explanations which, to the best of its knowledge and belief, were necessary for the purpose of the audit; and that the balance sheet, the revenue account and the cash flow statement give a true and fair view of the Fund, state of affairs and surplus or deficit in the Fund and cash flow for the accounting period to which they relate and that financial statements and notes thereto furnished in due conformance with generally accepted accounting principles and procedures and also Bangladesh Accounting Standards (BAS) and that the audit and examination made in accordance with Bangladesh Standards of Auditing (BSA) and as well International Standards of Auditing (ISA) accepted by the ICAB and that full and fair disclosures are made in the statements.
- 7.8 Notwithstanding anything contained herein above or in বিধিমালা, the Commission shall have the power to appoint an auditor to investigate into the books of accounts or the affairs of the mutual fund, Trustee or Asset Management Company or Custodian on the basis of the report of any investigating authority constituted by the Commission under the বিধিমালা. The Auditor so appointed by the Commission shall have the same powers of the inspecting authority as provided for in the বিধিমালা.
- 7.9 The Auditor of the Fund shall also act as Shariah Compliance Auditor and shall complete Shariah Compliance Audit of the Fund for each accounting period within the time specified for financial audit, and shall issue a Shariah Compliance audit report.



  
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## 8. GENERAL OBLIGATION OF THE FUND

### 8.1 Maintenance of proper Books of Accounts and Records

8.1.1 Subject to provision of the বিধিমালা, the Fund will keep & maintain proper books of records and documents. Provided that books of accounts of the Fund should be such that explain its transactions and to disclose at any point of time the financial position of the mutual fund and in particular give a true and fair view of the state of affairs of the Fund. Provided further that the Asset Management Company shall intimate the Commission the place where the books of accounts, records and documents are maintained, if at a place other than the registered office of the Fund.

8.1.2 The Fund shall also follow the accounting policies and standards so as to provide appropriate details of the scheme-wise disposition of the assets of the Fund at the relevant accounting date and the performance during the period together with information regarding distribution or accumulation of income accruing to the unit holders in a fair and true manner and in conformance with disclosure norms.

### 8.2 Base Currency

8.2.1 The base currency of the Fund shall be Bangladeshi Taka. However, the investments may be denominated in Bangladeshi Taka or, subject to applicable laws, any other foreign currency.

### 8.3 Accounting Year

8.3.1 The accounting year for the Scheme of the Fund shall usually end on June 30 every calendar year or as determined or consented by the Commission.

### 8.4 Classification of Earning

8.4.1 The Fund shall make disclosure by segregating its earning into capital gains and other incomes in its respective accounts.

### 8.5 Limitation of Expenses

8.5.1. All expenses should be clearly identified and appropriated to the Fund.

8.5.2. The Asset Management Company shall charge the Fund with Formation and Investment Management Fees, which are fully disclosed in the prospectus of the Fund or provided for in the বিধিমালা.

8.5.3 Asset Management Company may amortize the initial issue costs of the Fund over a period as provided for in the বিধিমালা.

8.5.4 Asset Management Company shall charge Management Fees to the Fund as per the provisions of বিধিমালা, and the directives of Commission from time to time.

8.5.5 In addition to the fees mentioned here-in-above, the Asset Management Company shall charge the Scheme of the Fund with the following expenses, namely :-

a. amortization of initial issue costs of the Fund over a period not exceeding seven years, or as determined by the Commission from time to time; provided that initial issue expenses shall not exceed five per cent of the collected Fund or as determined by the Commission from time to time.

b. recurring expenses including :-

- i) Marketing & selling expense including commission of the agents, if any;
- ii) Brokerage, transfer, collection and transaction costs,
- iii) Cost of registrar services for transfer of securities sold or redeemed;
- iv) Trusteeship Fees



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- v) Custodian Fees
- vi) Dematerialization fees and others.
- vii) Re-registration fees, if any
- viii) Expenses incurred by the Asset Management Company or the Trustee for the interest and benefit of the unit holders, including unitholders' meeting expenses, if any.
- ix) Listing Fees and other fees and expenses
- x) Other expenses applicable to the Mutual Fund.

8.5.6 The expenses referred to here-in-above and any other fees payable or reimbursable to the Asset Management Company or the Trustee shall be charged to the Fund.

#### 8.6 Borrowing Policy

- 8.6.1 As per current provisions of the বিধিমালা, the Fund is neither permitted to borrow for finance any investment nor allowed to advance/guarantee any term loan for any purpose. However, if the Bangladesh Securities and Exchange Commission withdraws or relaxes these restrictions during the life time of the Fund, if necessary, with the consent of the Trustee, it may well opt for borrowing from any legal sources as well as advance/guarantee term loan at a competitive rate.

#### 8.7 Distribution of Dividend

- 8.7.1 The Fund shall declare and pay dividend to the unit holders annually from the distributable profit, if any.
- 8.7.2 In accordance with বিধিমালা subject to approval of the Trustee and as per the declaration of the dividend after closing of annual accounts, the fund will distribute dividend among the unit holders of the relevant scheme which shall not be less than 70% of annual net profit of that scheme or as determined by the Commission from time to time.
- 8.7.3 The Asset Management Company shall pay off the declared dividend and submit a statement thereof to the Commission and the Trustee in the manner and within the period stipulated by the বিধিমালা or as directed by the BSEC. Expenses related to above shall be met from the Fund.


#### 8.8 Reserve for Revaluation of Investments

- 8.8.1 Before declaring any dividend, the Fund shall provide for depreciation on investments and also make a provision for bad and doubtful investments, to the satisfaction of the auditors and shall disclose the method of depreciation and of provisioning for bad and doubtful investments, if any, in the notes to the accounts of the Fund. The Asset Manager, with the consent of the Auditor, shall make provisions for revaluation of investments to cover losses if market value of investment goes below from their acquisition cost. The method of calculation of provision must be incorporated in the notes of the Accounts of the Fund.
- 8.8.2 The Fund shall create a dividend equalization reserve by suitable appropriation from the net income of the Fund.

#### 8.9 Publication of Annual Reports and Summary thereof

- 8.9.1. The Annual Report & Accounts of the Scheme of the Fund or an abridged summary thereof, as approved by the Trustee, shall be published through an advertisement as soon as may be but not later than the time stipulated by the বিধিমালা from the date of closure of the relevant financial year, provided that the Annual Report or any abridged summary thereof shall contain details as specified in Schedule VI and VII of the বিধিমালা and such other details as are necessary for the purpose of providing a true and fair view of the operations of the Scheme of the Mutual Fund. Further provided that, whenever the report is published in summary form, such publications shall carry a note that full Annual Report shall be available for inspection at the office of the Asset Management Company, and if so required, a copy thereof shall be made available on payment of such nominal fees as may be specified.

  
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#### **8.10. Periodic Disclosures**

- 8.10.1 The Fund, the Sponsor, the Asset Management Company, the Trustee and the Custodian of the Mutual Fund shall make such disclosures or submit such documents as per requirements of the বিধিমালা and as they may be called upon to do so by the Commission.
- 8.10.2 Without prejudice to the generality of the above, the Asset Management Company shall furnish the following periodic reports to the Commission, namely: -
- Copies of the duly audited annual statements of accounts including the balance sheet, revenue account and the cash-flow statement for the Fund once a year within the time stipulated by the বিধিমালা after the end of the year;
  - A copy of half-yearly un-audited accounts of the Scheme within the time specified by the বিধিমালা;
  - A quarterly statement of change of net assets of the Scheme of the Fund within the time specified by the বিধিমালা at the end of each quarter;
  - A quarterly portfolio statement, including changes from the previous periods for the Scheme within the time specified by the বিধিমালা at the end of each quarter.
  - As per বিধিমালা, the Asset Management Company shall follow the formula for computing the Net Asset Value (NAV) of the Fund and shall disclose and publish the same regularly as advised by the Commission from time to time.

#### **8.11 Annual Report to be forwarded to the Commission**

- 8.11.1 The Asset Management Company shall within ninety days from the closure of each financial year forward to the Commission a copy of the Annual Report and other information including details of investments and deposits held by the Mutual Fund so that the entire portfolio of the mutual fund is disclosed to the Commission.

#### **8.12 Half Yearly Disclosures**

- 8.12.1 The mutual fund shall before the expiry of thirty days from the close of each half year publish through an advertisement, its abridged unaudited financial results in at least one Bangla and one English daily newspaper which shall also be submitted to the Commission, provided that the half-yearly accounts/financial results shall contain details as specified in Schedule VII in the বিধিমালা and such other details as are necessary for the purpose of providing a true and fair view of the operation of the Unit Fund.

#### **8.13. Amount to be raised**

- 8.13.1. The Initial Target amount to be raised for launching the Scheme is BDT 500,000,000.00 (Taka Five Hundred Million only).

#### **8.14. Issue of Units**

- 8.14.1. The Fund may apply to Central Depository Bangladesh Limited (CDBL) for dematerialization of the allotted securities in order to enable the unit holders to hold and transfer the units in dematerialized form.
- 8.14.2. The unit-holders of the Fund may be issued with units, in any denomination of par value of BDT 10.00 (Taka Ten only) each within the time frame as stipulated in the বিধিমালা, in minimum marketable lots as determined by the Asset Management Company at the cost of the Fund.
- 8.14.3. The Asset Management Company may determine the minimum and the maximum limits of unit holding of a unit holder from time to time and may impose any restriction on sale of units to any person or institution for the benefit of the Fund, with permission of the Trustee and in accordance with applicable laws.



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#### 8.15. Surrender and Transfer of Units

8.15.1. The units of the Fund shall be freely redeemable and transferable by way of inheritance/gift and/or by specific operation of the law.

8.15.2. The unit holders may surrender their units during the business hour as specified by the Asset Management Company. The Asset Management Company shall be liable to repurchase the units on behalf of the Fund. The redemption will be made on first come first serve basis. In the event the redemption requests on a particular day exceed 1% of the unit outstanding, the asset manager may defer, if required, the redemption request over 1% for a maximum period of 7 (seven) days. The Asset Manager shall proceed to sell adequate assets and/or arrange loan as it deems fit to pay the surrender money within the stipulated time in the best interest of the unit holders.

#### 8.16. Fixation of Price of Units

8.16.1. The sale and repurchase/surrender price of Units will be determined by the Asset Management Company based on the NAV. Difference between sales and repurchase price shall be governed by the বিধিমালা.

#### 8.17. Public availability of the Trust Deed

8.17.1. This Trust Deed shall be available to wider public for collection, at a reasonable fee, and inspection during normal business hours from the corporate office of IDLC Asset Management Ltd (SAML) located at South Avenue Tower (5<sup>th</sup> Floor), Unit No. 502, House No. 50, Road No. 03, 7 Gulshan Avenue, Gulshan-1, Dhaka-1212, Bangladesh. The Trust Deed may also be viewed or downloaded from the web page of the Asset Management Company.

### 9. WINDING UP OF THE FUND

#### 9.1 Procedure of Winding up

- 9.1.1 The open-end scheme of the mutual fund shall be wound-up if the number of outstanding units of the scheme at any point in time falls below twenty-five percent of the total issued units, after repurchases.
- 9.1.2 The Fund may be wound up on the happening of any event, which, in opinion of the Trustee with approval from the Commission, requires the Scheme to be wound up.
- 9.1.3 The Scheme may also be wound up if the Commission so directs in the interest of the unit holders.
- 9.1.4 Where a scheme is to be wound up in pursuance to the above, the Trustee and the Asset Management Company shall separately but simultaneously give notice of the circumstances leading to the winding up of the Scheme to the Commission, and if winding up is approved by the Commission, shall publish in two national daily newspapers including a Bengali having circulation all over Bangladesh or as per direction of the Commission from time to time.

#### 9.2 Manner of Winding up and Redemption

- 9.2.1 The Trustee shall call a meeting of the unit holders within the period stipulated by the বিধিমালা from the date of notice to consider and pass necessary resolutions by three-fourth majority of the unit holders present and voting at the meeting for authorizing the Trustee and/or AMC or a person to take steps for winding up of the Fund. If it fails to have three-fourth majority mandate, the Commission shall have the power to decide as per provisions of the বিধিমালা and as the situation demands.
- 9.2.2 The Trustee shall dispose of the assets of the Scheme of the Fund in the best interest of the unit holders, provided that the proceeds of sale made in pursuance of the বিধিমালা, shall, in the first instance be utilized towards discharge of such liabilities as are properly due under the Scheme and after making appropriate provision for meeting the expenses connected with such winding up, the balance shall be paid to the unit holders in proportion to their respective interest in the assets of the Scheme as on the date when the decision for winding up was taken.



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- 9.2.3 Within the period stipulated by the বিধিমালা from the completion of the winding up, the Trustee shall within thirty days forward to the Commission and the unit-holders a report on the winding up containing particulars such as circumstances leading to the winding up, the steps taken for disposal of assets of the Fund before winding up, expenses of the Fund for winding up, net assets available for distribution to the unit holders and a certificate from the auditors of the Fund.

### 9.3 Effect of Winding up

- 9.3.1 On and from the date of the notice of the winding up of the Fund, the Trustee or the Asset Management Company as the case may be, shall
- cease to carry on any business activities of the Fund;
  - cease to create and cancel units in the Fund;
  - cease to issue and redeem units in the Fund.

## 10. INSPECTION OF THE FUND

### 10.1 Right of Inspection by the Commission

- 10.1.1 The Commission may appoint one or more persons as inspecting authority to undertake the inspection of the books of accounts, records and documents of the mutual fund held by the Trustee, Asset Management Company and Custodian for any of the purposes specified in the বিধিমালা.

*If any contradiction or confusion arises at any time about any clause or provision of this Trust Deed, the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ will be conclusive for this Trust Deed and all other documents executed in connection with the Mutual Fund and provisions of this Trust Deed will be deemed as have been changed accordingly. In case of any ambiguity or confusion, the Commission's decision shall be final and binding on all concerned.*

