

৳২০

৳২০



বিশ টাকা

মহি.সাক্ষরকৃত নকল

No. 111

চ 9809228

FFWP No. 50/00

মহা  
সার. বরডি ফোর্স

মো.সাক্ষর  
২৬/১১/২০০০

এ. গুলিগি  
 M. A. Karim  
 এ. গুলিগি  
 M. Aminul Islam (6.11.2000)  
 এ. গুলিগি  
 C.M. Alam এ. গুলিগি  
 Irshadul Islam  
 এ. গুলিগি  
 Sukul Aminul Haq  
 এ. গুলিগি  
 Syed Husain Jamsil  
 এ. গুলিগি  
 KHAN MD. FIROJ KARIM  
 এ. গুলিগি MD. KHALIL  
 এ. গুলিগি MD. AZIZ-UL-KAMAR  
 এ. গুলিগি MD. AZIZ-UL-KAMAR

64

Full Exempted  
 Regn. Fee Exempted vide no. 538  
 Judd-ITP - 8/85 dt. 27/12/99  
 of Ministry of Law Justice & Public  
 Ministry Affairs Regn. Sec-6  
 And dt's Memo no. 32 dt.  
 2/11/2000

**TRUST DEED**

THIS DEED OF Trust is made at Dhaka on this the 18<sup>th</sup> day of November 1999 of the Christian era.

BETWEEN

INDUSTRIAL PROMOTION AND DEVELOPMENT COMPANY OF BANGLADESH LIMITED (IPDC), a licensed investment financier having its registered office at BRAC Center (8<sup>th</sup> floor), 75, Mohakhali, Dhaka, Bangladesh, represented by its Managing Director Mr. C. M. Alam.

SANDHANI LIFE INSURANCE COMPANY LIMITED, a licensed life insurance company having its registered head office at Taranga Complex (3<sup>rd</sup> floor), 19 RAJUK Avenue, Dhaka-1000, Bangladesh, represented by its Managing Director Mr. M. A. Karim.

PANGAEA PARTNERS (BD) LIMITED, a licensed merchant banker having its registered office at Chandrashila Suvastu Tower (5<sup>th</sup> floor), 69/1 Panthopath, Dhaka-1205, Bangladesh, represented by its Managing Director Mr. Irshadul Islam.

INDUSTRIAL DEVELOPMENT LEASING COMPANY OF BANGLADESH LIMITED (IDLC), a licensed leasing company having its registered office at Hadi Mansion (6<sup>th</sup> floor), 2, Dilkusha Commercial Area, Dhaka-1000, Bangladesh, represented by its Managing Director Mr. M. Aminul Islam.

এ. গুলিগি  
 সার. বরডি ফোর্স  
 মো.সাক্ষর  
 ২/১১/২০০০  
 ১১/১১/২০০০

১১/১১/২০০০  
 ১১/১১/২০০০  
 Revisited with  
 Receipt - no. 10  
 dt. 2/11/2000

এ. গুলিগি  
 সার. বরডি ফোর্স  
 মো.সাক্ষর  
 ৩/১১/২০০০



H. M. Huq  
H. M. Huq  
H. M. Huq  
H. M. Huq  
H. M. Huq  
H. M. Huq  
H. M. Huq  
H. M. Huq

SOUTHEAST BANK LIMITED, a licensed scheduled commercial bank having its registered head office at 1, Dilkusha Commercial Area, Dhaka-1000, Bangladesh, represented by its Managing Director Mr. Syed Anisul Huq.

UTTARA FINANCE AND INVESTMENTS LIMITED, a licensed Non-Bank Financial Institution and Merchant Banker having registered office at JBC Tower (6<sup>th</sup> Floor), 10 Dilkusha Commercial Area, Dhaka 1000, Bangladesh, represented by its Managing Director Mr. Sayyed Husain Jamal.

THE SANDHANI CREDIT CO-OPERATIVE SOCIETY LIMITED, an authorized credit union having its registered head office at 16, Motijheel Commercial Area, Dhaka-1000, Bangladesh, represented by its Managing Director Mr. Khan Md. Firoz Kabir.

BANGLADESH INDUSTRIAL FINANCE COMPANY LIMITED, a licensed Non-Bank Financial Institution having registered office at 15 Dilkusha Commercial Area (7<sup>th</sup> Floor), Dhaka 1000, Bangladesh, represented by its Managing Director Mr. Md. Khalilur Rahman.

hereinafter referred singly, severally and collectively as the AUTHORS or SPONSORS, which expression shall, unless it be repugnant to the context or meaning thereof, include their representatives, successors-in-interest and assigns of the FIRST PART.

**AND**

BANGLADESH GENERAL INSURANCE COMPANY LIMITED, a licensed general insurance company having its registered office at 42, Dilkusha Commercial Area, Dhaka, Bangladesh, represented by its Chairman & Managing Director Mr. M.A. Samad, herein after referred to as the TRUSTEE, which expression shall, unless it be repugnant to the context or meaning thereof, include its representatives, successors-in-interest and assigns of the SECOND PART.

**AND**

WHEREAS the parties of the first part are reputed financial institutions in Bangladesh, engaged in various types of banking, investment, insurance and other non-banking financial and non-financial service business, having adequate skills in their concerned field of activities and offices and network of branches and agencies all over Bangladesh and are qualified to be the sponsor(s) of a Mutual Fund,

**AND**

WHEREAS the party of the second part is a leading general insurance company, engaged in the various types of general insurance business, having required capabilities and adequate skills in its concerned field of activities and are qualified and capable to act as the Trustee of a Mutual Fund,

**NOW THEREFORE**, with the intent to create an investment product for the benefit of the small investors and the development of the capital market of Bangladesh and in consideration of mutual covenants and arrangements hereinafter set forth, it is hereby mutually agreed between the parties hereto as follows:

**1. OBJECTIVES**

TO CREATE A TRUST TO LAUNCH A MUTUAL FUND IN THE BANGLADESH CAPITAL MARKET WITH THE NAME AND TITLE OF "AIMS FIRST GUARANTEED MUTUAL FUND" UNDER THE TERMS OF THIS DEED AS DETAILED HEREINAFTER.

- a) The Mutual Fund shall be constituted in the form of a trust made by virtue of this Deed of Trust in accordance with the provisions of Trusts Act, 1882 (Act No. II of 1882) and under the provisions of the Securities & Exchange Commission (Mutual Fund) Regulations 1997 (hereinafter referred to as the Regulation).



- b) This instrument of trust shall be duly registered under the provisions of the Registration Act, 1908 (Act No. XVI of 1908).
- c) The parties of the first part shall sponsor a mutual fund to be floated in the Bangladesh market.
- d) The parties of the second part shall act as the Trustee of the mutual fund to be sponsored by the parties of the first part.
- e) The Asset & Investment Management Services of Bangladesh Limited (AIMS of Bangladesh Limited) having its registered office at Chandrashila Suvastu Tower (5<sup>th</sup> floor), 69/1 Panthopath (East), Dhaka-1205, Bangladesh shall be the Asset Management Company of the Mutual Fund under the provisions of the Regulation.
- f) The Asset Management Company shall structure, arrange capital guarantee and custodial arrangements, float, seek registration and manage the mutual fund Sponsored by the parties of the first part under the Trusteeship of the party of the second part, as per the provisions of the Regulation.
- g) The Standard Chartered Bank having its registered office at 1 Aldermanbury Square, London, EC2V 7SB, United Kingdom and office at 18-20 Motijheel Commercial Area, Dhaka 1000, Bangladesh shall be the CUSTODIAN of the Fund as per the Regulation and the Asset Management Company shall, subject to the approval of the Trustee, enter into an agreement with the Custodian for such services to the Fund in exchange of applicable fees.
- h) This Trust Deed shall constitute the basis of the Investment Management Agreement of the Fund, as provided for in the Regulation.
- i) The Asset Management Company shall make initial public offering (IPO) of the mutual fund in the Bangladesh capital market, on approval from the Regulatory Authority under the applicable law.
- j) The parties of the first part i.e. the Sponsors shall on the effective date make over to the Fund an initial sum total of Tk. 200,000 (say taka two hundred thousand) only to initiate the scheme of the Mutual Fund.
- k) The Trust Mutual Fund shall be a body corporate with powers to acquire, hold and dispose of property and to contract and may sue and may be sued in its own name.

## 2. GENERAL PROVISIONS

### 2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this agreement have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Bangladesh, as they may be issued and in force from time to time;
- (b) "Deed" or "Agreement" means this deed of trust between the parties of the first and second part;
- (c) "Effective Date" means the date of registration of this Trust Deed;
- (d) "Regulatory Authority" means the Securities & Exchange Commission (SEC) of Bangladesh;
- (e) "Securities & Exchange Commission (SEC)" or "Commission" means the Securities & Exchange Commission of Bangladesh;
- (f) "Regulation" means the Securities & Exchange Commission (Mutual Funds) Regulation 1997;
- (g) "Government" means the Government of the Peoples' Republic of Bangladesh;
- (h) "Mutual Fund" or "the Fund" means the AIMS FIRST GUARANTEED MUTUAL FUND as structured, floated and managed by the AIMS of Bangladesh Limited and sponsored by the parties of the first part under the Regulation;
- (i) "Scheme" means the AIMS FIRST GUARANTEED MUTUAL FUND;



Handwritten signatures and initials in the top right corner of the page.

- (j) "Guardian" means the Trustee of the AIMS First Guaranteed Mutual Fund.
- (k) "Capital Guarantee" means guarantee to be issued in favor of the Trust under the terms and conditions to be mutually agreed amongst the Guarantor(s), the Trustee and the Asset Management Company.
- (l) "Margin Deposit" means any margin against capital guarantee to be furnished to the Guarantor(s).
- (m) "Net Exposure" means the value calculated by deducting the margin deposit value at maturity from the Fund size.
- (n) "Shareholder(s)" or "Unit Holders" means the shareholders of the Fund whose name appears on the register of the Fund for the time being;
- (o) "Party" means any party of the first or the second part, as the case may be;
- (p) In this deed except where the context otherwise require 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 Securities & Exchange Commission (Mutual Fund) Regulations 1997;
- (q) Words and expressions used and not defined in the Regulation but defined in the Securities & Exchange Commission Act, 1993 (Act No. 15 of 1993), the Securities and Exchange Ordinance, 1969 (Ordinance No. XVII of 1969) and the Companies Act, 1994 (Act No. 18 of 1994), shall have the same meaning respectively assigned to them in those Acts and Ordinance;

**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 agent and principal as between the parties hereto.

**2.3 Governing Law**

2.3.1 The terms of this deed shall not be amended without the prior approval of the unit holders and the Commission and this deed, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law and the rules and regulations and custom and practices of the Securities & Exchange Commission (SEC) of Bangladesh.

2.3.2 Notwithstanding anything contained in this Deed of Trust, any amendment in the form of rectification, suspension, addition, deletion or revocation of any terms or clause or provision of this Deed at any time, prior or subsequent to registration of this deed, ordered and enforced by the Securities & Exchange Commission (SEC) 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 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 Trust shall be the office of the AIMS of Bangladesh Limited at Chandrashila Suvastu Tower (5th Floor), 69/1 Panthopath (East), Dhaka 1205, Bangladesh.

**3. THE FUND**

**3.1 Main Features of the Fund**

(a) There shall be one scheme of the Fund named AIMS First Guaranteed Mutual Fund and the target size of the scheme shall be Taka fifty million.

Handwritten signature or mark at the bottom center of the page.





*Handwritten signatures and names:*  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan  
A. Jahan

- (l) 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.
- (m) 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 activity in contravention of the Regulation.
- (n) All money collected under the Fund, except the margin deposit against Capital Guarantee, if any, shall be invested only in transferable securities whether in money market or capital market or privately placed pre-IPO equity, debentures or securitized debts.
- (o) 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 exchanges and shall in no case put itself in a position whereby it has to make short sale or carry forward transaction or engage in badla finance.
- (p) The Fund shall get the securities purchased or transferred in the name of the Mutual Fund, wherever investments are intended to be of long-term nature.
- (q) The Fund shall not involve in option trading or short selling or carry forward transactions.
- (r) For listed securities, the average quoted market price at the stock exchanges on the date of valuation shall form the basis of any calculation of Net asset Value of such securities in the portfolio of the Fund.
- (s) For securitized debts, debentures, margin or fixed deposits, the accrued interest on such instruments on the date of valuation shall be taken in to account in any calculation of Net asset Value of such securities in the portfolio of the Fund.
- (t) The Fund shall follow the method approved by the Commission for valuation of the non-traded investment, if any, and the Trustee shall periodically review the value of such investments.
- (u) The valuation of non-traded securities will be made with their reasonable value by the Asset Management Company and approved by the Trustee and commented upon by the Auditors in the Annual Report of the Mutual Fund.
- (v) The Fund shall follow a general net formula for computing the Net Asset Value, approved by the Commission and it shall be adequately published with one-month interval.

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

**4.1 The Sponsors**

- 4.1.1 The sponsors shall cause to constitute the Mutual Fund by virtue of this Trust Deed.
- 4.1.2 The sponsors are the appointors of 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 trust and the unit holders in accordance with Section 4.2 of this Deed.
- 4.1.3 The sponsors shall contribute forty percent (40%) of the target amount of the scheme of the Mutual Fund at a future date on demand from the Asset Management Company, amounting to a sum total of Taka 20,000,000 (say taka twenty million) only as per the following break-up:
  - a. IPDC of Bangladesh Limited : Tk 2,500,000
  - b. Sandhani Life Insurance Company Limited : Tk 4,000,000
  - c. Pangaea Partners (BD) Limited : Tk 4,500,000
  - d. IDLC of Bangladesh Limited : Tk 2,500,000
  - e. Southeast Bank Limited : Tk 3,000,000
  - f. Uttara Finance and Investments Limited : Tk 2,000,000
  - g. Sandhani Credit Co-operative Society Limited : Tk 1,000,000
  - h. Bangladesh Industrial Finance Company Limited: Tk 500,000

*Handwritten signature*

- 7
- HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*  
*HA. Jllug*
- 4.1.4 The sponsors shall be the appointors of the Asset Management Company, who shall manage the Mutual Funds for the benefit of the trust and the unit holders in accordance with Section 4.3 of this Deed.
  - 4.1.5 The sponsor shall, if required by the Commission, furnish such information or clarification as may be considered necessary for grant of registration of the Fund.
  - 4.1.6 The sponsors shall not participate in any decision making process for any investments by the Fund.
  - 4.1.7 The sponsors may cause to effect change of the Trustee and the Asset Management Company as per procedure laid down in the Regulation 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, as long the sponsors hold forty percent of the Fund.
  - 4.1.8 Notwithstanding anything contained in this Deed of Trust, the sponsors 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, as long they remain unit holders of the Fund.

**4.2 The Trustee**

- 4.2.1 The Trustee shall be the guardian of the Fund, held in Trust for the benefit of the unit holders, in accordance with the Regulation and this instrument of Trust.
- 4.2.2 The Trustee shall always act in the best interest of the unit holders.
- 4.2.3 The Trustee shall take all reasonable care to ensure that the Funds floated and managed by the Asset Management Company are in accordance with the Trust Deed and the Regulation.
- 4.2.4 The Trustee shall receive a quarterly report from the Asset Management Company and submit a six monthly report to the Commission on the activities of the Mutual Fund.
- 4.2.5 The Trustee shall provide or cause to provide information to the unit holders and the Commission by the Asset Management Company as may be specified by the Commission.
- 4.2.6 Trustee shall cause to make such disclosures by the Asset Management Company to the investors as are essential in order to keep them informed about any information, which may have an adverse bearing on their investments.
- 4.2.7 The Trustee shall have a right to call for 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 scheme.
- 4.2.8 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 Regulations and keep the Commission informed of the same with full particulars.
- 4.2.9 The Trustee shall have the power to initiate the process of annulment of the appointment of the Asset Management Company under specific events of breach of trust and investment management terms only, with the approval of the Commission and in accordance with the provisions of the Regulation.



- 4.2.10 The Trustee shall furnish to the Commission, the interest that they may have in any other company or financial institution or any corporate by virtue of their positions as director, partner, managers or which they may be associated with in other capacities.
- 4.2.11 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 with which they may be associated.
- 4.2.12 The Trustee shall not participate in any decision making process for investments of the Fund.
- 4.2.13 The Trustee shall cause to appoint an auditor for the Mutual Fund who shall be different from the auditors of the Asset Management Company and the Trustee.
- 4.2.14 The Trustee shall be responsible to ensure that calculation of any income due to be paid to the Fund and also any income received for the holders of the units and the reports of accounts are in accordance with the Trust Deed and the Regulation.
- 4.2.15 The Trustee shall call for a meeting of the unit holders 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 Fund or when the Trustee decide to wind up or prematurely redeem the units or modify or extend the tenure of the scheme, in the best interest of the unit holders.
- 4.2.16 The Trustee shall be responsible for the acts of commissions and omissions by it's employees or the persons whose services have been obtained by the company and the Trustee shall not be absolved of any civil liability to the Mutual Fund for their willful acts of commission and omissions while holding such position or office.
- 4.2.17 The Bangladesh General Insurance Company (BGIC) shall be the Trustee of the Fund by virtue of this Trust Deed.
- 4.2.18 The Bangladesh General Insurance Company (BGIC) shall constitute a duly authorized Committee with a minimum of two members, which shall be responsible for discharging the obligations of the Trustee and the first such Committee shall constitute following members :
- a. Mr. M.A.Samad, Chairman & Managing Director
  - b. Mr. Khorshed Alam, Advisor (former Governor of the Bangladesh Bank)
  - c. Mr. Anisuzzaman Chowdhury, Financial Consultant
  - d. Mr. Md. Mustafa, Chief Manager
- 4.2.19 Any subsequent proposed 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.
- 4.2.20 The Trustee shall be paid an annual Trusteeship Fee of Tk 100,000 (say taka one hundred thousand) only on semi-annual in advance basis, during the life of the Fund.
- 4.2.21 The Trustee shall not retire until such time a new Trustee takes over under due process as laid down in the Regulation.





*Handwritten signatures:*  
A. Magtibay  
A. Magtibay  
A. Magtibay  
A. Magtibay  
A. Magtibay  
A. Magtibay  
A. Magtibay  
A. Magtibay

**4.3 The Asset Management Company**

- 4.3.1 The Asset Management Company shall be responsible for structuring, public floatation and management of the Fund with due approval from the Commission and in accordance with the provisions of the Trust Deed and Regulations.
- 4.3.2 The Asset Management Company shall take all reasonable steps and exercise all due diligence and ensure that the investment of the Fund is not contrary to the provisions of the Trust Deed and the Regulation.
- 4.3.3 The Asset Management Company shall be responsible for the acts of commissions and omissions by it's employees or the persons whose services have been obtained by the company and the Asset Management Company shall not be absolved of any civil liability to the Mutual Fund for their willful acts of commission and omissions while holding such position or office and no loss or damage or expenses incurred by the Asset Management Company or their officers or any person delegated by them, resulting from such commission or omission, shall be met out of the Trust property.
- 4.3.4 The Asset Management Company shall not act as a Trustee of any Mutual Fund or undertake any other business activities except activities like financial services consultancy and exchange of research on commercial basis, without prior approval of the Commission, as long as any of such activities are not in conflict with the activities of the Mutual Fund.
- 4.3.5 The Asset Management Company shall submit to the Trustee and the Commission quarterly activity and compliance reports on March 31, June 30, September 30 and December 31 within 15 days of the end of the quarter or at such intervals as may be required by the Trustee or the Commission.
- 4.3.6 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) addressed to the general body of unit holders, or to the public, or to the press or other communications media, is issued or published with contents and statement or matter extraneous to the Trust Deed or Prospectus approved by the Commission or the Trustee, as the case may be.
- 4.3.7 The Managing Director and other officers of the Asset Management Company shall be authorized signatories of the depository and custodial accounts of the Fund with the banks and financial institutions, stock exchanges, central depository and other similar institutions and the transfer deed of the securities owned by the Fund.
- 4.3.8 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; preparation and distribution of the fund's prospectus, annual and periodic reports and other investor communications; advertising, and other sales material; accounting services and preparation of tax returns; and insurance coverage and other services.
- 4.3.9 The Asset Management Company is authorized to charge all applicable expenses of the Fund as provided for in the Regulation, to the Fund account.

*Handwritten mark:*



*Handwritten signatures and initials in the top right corner, including 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio', 'H. Gellegio'.*

- 4.3.10 The Asset Management Company shall be paid with a one-off Formation Fee of one percent of the Fund size and other annual Management Fees as per the Regulation and as determined by the Commission from time to time.
- 4.3.11 No Issue Management Fee shall be paid to the Asset Management Company for public floatation of the Fund.
- 4.3.12 The Asset & Investment Management Services of Bangladesh Limited (AIMS of Bangladesh Limited) shall be the Asset Management Company of the Fund and this Deed shall constitute as the basis of the Investment Management Agreement with the company as required by the provisions of the Regulation.
- 4.3.13 A requisition meeting of seventy five per cent of the unit holders of the Fund, under the procedure laid down in the Regulation can terminate the appointment of the Asset Management Company.
- 4.3.14 Any change in the appointment of the Asset Management Company shall be subject to prior approval of the Commission.

**5. EXPENSES OF THE FUND**

- 5.1 The initial issue expenses in respect of the scheme shall not exceed six percent of the fund raised under the scheme.
- 5.2 The total expenses charged to the Fund, except the 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, transaction fees payable to the Custodian against acquisition or disposal of securities, fixed capital guarantee commission, listing fees payable to the stock exchanges and the annual registration fees payable to the Commission, shall not exceed three percent of the weekly average net assets outstanding during any accounting year.

**6. BANKERS OF THE FUND**

- 6.1 The Standard Chartered Bank and the Southeast Bank shall be the Bankers of the Fund.
- 6.2 The Asset Management Company shall be authorized to open accounts of the Fund with the Bankers mentioned herein above.
- 6.3 The Asset Management Company shall open accounts of the Fund with other banks and depositories to facilitate normal course of business with prior written approval from the Trustee.
- 6.4 All bank, depository and custodial accounts of the Fund shall be operated under joint signatures.
- 6.5 No director or shareholder of the Asset Management Company, except the Managing Director & Chief Executive Officer, shall be a signatory of any account of the Fund.
- 6.6 The Asset Management Company shall designate authorized joint signatories of all accounts of the Fund from among their Managers and officers, with the consent of the Trustee.
- 6.7 A set of specimen signatures of the authorized signatories of the accounts of the Fund shall be kept with the Trustee.

*Handwritten mark or signature at the bottom center of the page.*





Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976  
Ed. J. H. 1976

#### 8.4 Limitation on Expenses

- 8.4.1 All expenses should be clearly identified and appropriated to the scheme.
- 8.4.2 The Asset Management Company may charge the Mutual Fund with Investment Management and Advisory Fees which are fully disclosed in the prospectus subject to the following, namely: -
- two and a half of one per cent of the weekly average net assets outstanding in each accounting year for the scheme concerned, as long as the net assets do not exceed taka fifty million, and
  - two per cent of the excess amount over taka fifty million where net assets so calculated exceed taka fifty million as long as the net assets do not exceed taka five hundred million, and
  - one and a half of one per cent over taka five hundred million.
- 8.4.3 In addition to the fees mentioned here-in-above, the Asset Management Company may charge the Mutual Fund with the following expenses, namely:-
- amortization of initial issue costs of sponsoring the Fund over a period not exceeding five years; provided that initial issue expenses shall not exceed six per cent of the Fund raised under the scheme.
  - recurring expenses including -
    - marketing and selling expenses including agent's commission, if any,
    - brokerage and transaction costs,
    - cost of registrar services for transfer of securities sold or redeemed;
    - Trusteeship Fees
    - Custodian Fees
    - Expenses incurred by the Asset Management Company or the Trustee for the interest and benefit of the unit holders.
- 8.4.4 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 Mutual Fund.

#### 8.5 Distribution of Dividend and limits thereof

- 8.5.1 The Fund shall, as soon as may be, after the closing of the annual accounts, distribute by way of dividend to the holders of the units in accordance with the Regulation, an amount, which shall not be less than ninety percent of the profits earned during the year, net of provisions, reserve and taxes, in respect of the scheme.

#### 8.6 Provision for Depreciation and other Provisions

- 8.6.1 Before declaring any dividend, the Fund shall provide for depreciation on investments and also make a provision for bad and doubtful debts, to the satisfaction of the auditors and shall disclose the method of depreciation and of provisioning for bad and doubtful debts in the notes to the accounts.
- 8.6.2 The Fund shall create a dividend equalization reserve by suitable appropriation from the income of the scheme.
- 8.6.3 The Asset Management Company shall dispatch the dividend warrants at the expense of the Fund, within forty days of the declaration of the dividend.

#### 8.7 Publication of Annual Report and Summary thereof

- 8.7.1 The Annual Report of the Mutual Fund or an abridged summary thereof shall be published through an advertisement as soon as may be but not later than three

months from the date of closure of the relevant financial year; provided that the Annual Report and abridged summary thereof shall contain details as specified in Schedule VII and VIII of the Regulation and such other details as are necessary for the purpose of providing a true and fair view of the operations of the Mutual Fund. and; provided further that, whenever the report is published in summary form such publication shall carry a note that full Annual Report shall be available for inspection at the Head 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.

#### **8.8 Periodic Disclosures**

- 8.8.1 The Mutual Fund, the sponsor(s), the Asset Management Company, the Trustee or the Custodian of the Mutual Fund shall make such disclosures or submit such documents as they may be called upon to do so by the Commission.
- 8.8.2 Without prejudice to the generality of the above, the Mutual Fund shall furnish the following periodic reports to the Commission, namely :-
- a. 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 ninety days of the end of the year;
  - b. a copy of six monthly unaudited accounts within sixty days of the end of the half-year;
  - c. a quarterly statement of movements in net assets of the Fund within thirty days of the end of the quarter;
  - d. a quarterly portfolio statement, including changes from the previous periods for the scheme within thirty days of the end of the quarter.

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

- 8.9.1 The Mutual Fund 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

#### **8.10 Half Yearly Disclosures**

- 8.10.1 The Mutual Fund shall before the expiry of sixty days from the close of each half year publish through an advertisement, its unaudited financial results in one English and in one Bangla daily newspapers; provided that the half-yearly unaudited report shall contain details as specified in Schedule VIII of the Regulation and such other details as are necessary for the purpose of providing a true and fair view of the operations of the Mutual Fund.

#### **8.11 Listing of the Fund**

- 8.11.1 The Fund shall be listed with the Dhaka and the Chittagong Stock Exchanges.
- 8.11.2 An application for listing of the Fund shall be made to the stock exchanges immediately on receipt of the approval for the scheme from the Commission by the Asset Management Company, upon payment of applicable fees from the Fund.
- 8.11.3 The AIMS First Guaranteed Mutual Fund may be listed at any foreign stock exchange on approval from the Regulatory Authority.

**8.12 Minimum Amount to be Raised**

- 8.12.1 The target amount to be raised in respect of the scheme is Tk. 50,000,000 (say taka fifty million) only, including the sponsor's contribution and private placement, if any.

**8.13 Refunds**

- 8.13.1 The Trustee and Asset Management Company shall be liable to refund to the public investors the entire amount collected, if public subscription fails to collect a minimum amount or sixty per cent of the targeted amount, less sponsor's contribution plus private placements, if any, referred to in the Regulation, i.e. Tk 18,000,000 (say taka eighteen million) only by the Fund.
- 8.13.2 Any amount refundable under the Regulation shall forthwith, but, in any case not later than forty days from the date of the closure of the subscription list be refunded by Account Payee Non-negotiable cheque or pay order or bank draft sent by registered post to the public subscribers.
- 8.13.3 In the event of failure to refund the amounts within the period stipulated in the Regulation, the Mutual Fund shall be liable to pay the interest to the applicants at a rate of fifteen percent per annum on the expiry of the aforesaid period, as per provisions of the Regulation.

**8.14 Unit Certificates**

- 8.14.1 All shareholders of the Fund shall be issued with a share certificate by the Asset Management Company at the cost of the Fund, in market lots as approved by the Commission and within the time frame of the Regulation.
- 8.14.2 The Directors of the Asset Management Company shall sign on the certificates of the Fund.

**8.15 Transfer of Unit Certificates**

- 8.15.1 The unit or share certificates of the Fund shall be freely transferable by act of parties or by operation of law.
- 8.15.2 The Asset Management Company shall, on lodgment of instrument of transfer together with relevant unit certificates, register the transfer and return the unit certificate to the transferee within fifteen days from the date of lodgment of the unit certificate together with the relevant instrument of transfer.

**8.16 Public availability of the Trust Deed**

- 8.16.1 This Trust Deed shall be available to wider public for collection, at a reasonable fee, and inspection during normal business hours from the office of the Asset Management Company at Chandrashila Suvastu Tower (5<sup>th</sup> floor), 69/1 Panthopath, Dhaka-1205, Bangladesh.

**9. WINDING UP OF THE FUND****9.1 Procedure of Winding up**

- 9.1.1 The Mutual Fund shall be wound up on the expiry of the five-year tenure of the Fund from the date of first listing, subject to provision of clause 3.1(e) herein above.
- 9.1.2 The Fund may also be wound up on the happening of any event, which, in the opinion of the Trustee, requires the scheme to be wound up.

- 9.1.3 The Fund may also be wound up if seventy five per cent of the unit holders of the scheme pass a resolution that the Fund be wound up.
- 9.1.4 The Fund may also be wound up if the Commission so directs in the interest of the unit-holders.
- 9.1.5 Where the Fund is to be wound up in pursuance to the above, the Trustee shall give notice of the circumstances leading to the winding up of the scheme to the Commission and in two daily newspapers having circulation all over Bangladesh and also in a vernacular newspaper circulating at the place where the Mutual Fund is established.

## 9.2 Manner of Winding up and Redemption

- 9.2.1 The Trustee shall call a meeting of the unit holders 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 the Asset Management Company or any other person to take steps for winding up of the scheme.
- 9.2.2 The Trustee or the Asset Management Company or the person authorized shall dispose of the assets of the Fund in the best interest of the unit holders, provided that the proceeds of sale made in pursuance of the Regulation, 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.
- 9.2.3 On the completion of the winding up, the Trustee shall 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 unitholders 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 scheme;
  - cease to issue and redeem units in the scheme.

## 10. INSPECTION OF THE MUTUAL 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, the Trustee, Asset Management Company and Custodian for any of the purposes specified in the Regulation.

### SCHEDULE OF PROPERTY OF THE TRUST

A sum of Tk. 200,000 (say taka two hundred thousand) only is hereby paid to the Trust by the AUTHORS of the Trust mentioned herein above, to initiate the Trust.

IN WITNESS WHEREOF the Authors have caused their common seal to be affixed to these presents and the Trustee have hereto set their hands the day and year above written.

9



The parties of the First Part, the AUTHORS and SPONSORS :

*Sh. C. M. Alam.*

**INDUSTRIAL PROMOTION AND DEVELOPMENT  
COMPANY OF BANGLADESH LIMITED**  
represented by Managing Director Mr. C. M. Alam

*Sh. M. A. Karim.*

**SANDHANI LIFE INSURANCE COMPANY LIMITED**  
represented by Managing Director Mr. M. A. Karim

(V255)

স্বাক্ষরিত করিতে ইচ্ছা করিয়া প্রঃ  
স্বাক্ষরিত করিতে ইচ্ছা করিয়া প্রঃ

*Sh. Irshad*

**PANGAEA PARTNERS (BD) LIMITED**  
represented by Managing Director Mr. Irshadul Islam

*Sh. Aminul Islam.* 6-1-2000

**INDUSTRIAL DEVELOPMENT LEASING  
COMPANY OF BANGLADESH LIMITED**  
represented by Managing Director Mr. M. Aminul Islam

(V255)

10LC, Bangladesh Ltd  
Dhaka

*Sh. Syed*

**SOUTHEAST BANK LIMITED**  
represented by Managing Director Mr. Syed Anisul Huq

*Sh. Syed*

**UTTARA FINANCE AND INVESTMENTS LIMITED**  
represented by Managing Director Mr. Sayyed Husain Jamal

(V255)

Uttara Finance And  
Investments Ltd

9





Ed. Eligible

**THE SANDHANI CREDIT CO-OPERATIVE SOCIETY LIMITED**  
represented by Managing Director Mr. Khan Md. Firoz Kabir

Ed. Eligible

**BANGLADESH INDUSTRIAL FINANCE COMPANY LIMITED**  
represented by Managing Director Mr. Md. Khalilur Rahman.

(1255)  
Bangladesh Ind.  
Fin Co - Ltd Dhaka

The party of the Second Part, the TRUSTEE :

Ed. Eligible

**BANGLADESH GENERAL INSURANCE COMPANY LIMITED**  
represented by Chairman & Managing Director Mr. M.A. Samad

(1255)  
Bangladesh general  
insurance comp  
Ltd. 42 Dilkusha  
Dhaka.

**WITNESS :**

1. Rezaul Karim Miah  
Advocate  
152 Shantimagar Bazar  
Road P.O. Motijheel  
Dhaka
2. MAHMUDDI BARI  
294 West Dhanmondi  
Road No. 81 A  
Dhaka 1209

**Drafted and Prepared by :**

Ed. Mirza Quamrul Hasan  
Advocate Mirza Quamrul Hasan  
House No. 32, Road No. 3  
Dhanmondi Residential Area  
Dhaka, Bangladesh

১৫/১১/২০০০  
১৫/১১/২০০০

১৫/১১/২০০০  
১৫/১১/২০০০