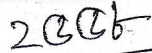


विनयादि-



३८०



३६०

1940

ଅବିକଳ ଗର୍ବ

କଢ଼ ୮୬୨୨୭୬୮

ਪੰਨਾ ਨੰ-IV-੨੮

ସମସ୍ତ ଟାକ୍ସ = 200

কাটকি-২৭ ফর্দ

সাব-রেজিষ্ট্রার, খানসামা
ঢাকা।

27/8/2022

[illegible]
$$5 - 200 =$$

এন - ১৪৪০/-

০২২ নং প্রকল্পের আওতাধীন ০২২
২০৫০ ক্রমিকের দলিলের উপর প্রদত্ত ফটোকপি বাবত
সেই ৩৭৪০/- টাকা ১২০৫৭ নং অর্ডার এ
২২/০৮/২০২২ তারিখে সোনালী ব্যাংকের
কেন্দ্রীয় শাখায় পরিশোধিত।

ସେବା କାର୍ଯ୍ୟ

22/08/2022

MUTUAL TRUST DEED

EDGE AL-AMIN SHARIAH CONSUMER FUND

THIS MUTUAL TRUST DEED is made at Dhaka on this the 12th day of April of the Christian era, 2022

ওমার ফারুক

সাব-রেজিষ্টার

संस्कृत-प्रमाण

12 APR 2022

13 APR 2022

০৬৮ ২২/৮/২২
 ৬০০
 ০০০
 ০২৮৭

ବିମ୍ବ ଯାହା

সাব-রেজিষ্টার, ধানমন্ডি, ঢাকা।

22/8/22

প্রশ্নিক নাম..... ২০৫০
মূলে নকলনবিশগণের পারিশ্রমিক
স্বাক্ষর ২২৬০৫৮৮ পাওয়া গেল

उमेश राऊत

সাব-রেজিষ্ট্রার অফিস
ধানমন্ডি, ঢাকা।

২৬/০৪/২০২২

BETWEEN

EDGE AMC Limited, having registered office at Rupayan Prime (Unit B-10), House # 2, Road # 7, Dhanmondi, Dhaka-1205, represented by its Chairman, Mr. Asif Khan, CFA, hereinafter referred to singly, severally and collectively as the **AUTHOR** or **SPONSOR**, which expression shall, unless it be repugnant to the subject or context or meaning thereof, include their representatives, successors-in-interest and assigns of the

FIRST PART

AND

Sandhani Life Insurance Company Limited, having its registered office at Sandhani Life Tower, Rajuk Plot No. 34, Bangla Motor, Dhaka-1000, represented by its Company Secretary, Mr. Md. Mizanur Rahman, hereinafter referred to as the TRUSTEE, 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 a leading asset management company in Bangladesh, engaged in fund management, having required capabilities and adequate skills in its concerned field of activities and offices and network of agent-branches all over Bangladesh and are qualified and capable to be the Sponsor of an Open End Mutual Fund.

[illegible]

sd. 1816

Asif Khan, CFA
Chairman
EDGE AMC Limited

602

sd. Asit

Asif Khan, CFA
Chairman
EDGE AMC Limited

sd. illegible

Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

Sd/- Ali Imam

ALI IMAM

LATE FARID UDDIN AHMED

HOUSE 74412, IBRAHIMPUR.

DHAKA

স্বাধীন আঁকাঃ করিলেন

କୋର ଲାଜ

স্বাধীন-সেতু

शानमयि, ठाका

12 APR 2022

ই.ডি.টি, ই.এস.আই. লি.এস.

ਦਫ਼ਤਰੀ ਮਾਮਲੇ ਦੁਆਰਾ ਆਇਆ ਧਾਨ

मा. व. मा. २ काठ-१ धनबाद

By Religion: इस्लाम

ଅନ୍ଧାରୀ ଲାହିରୁ ଇନ୍ଦ୍ରଦେବ ଟକାଏ

निःपुत्रस्य ह्याः विदुषो वृथा

সং- দ্রষ্ট নং-৬৪ বাংলাদেশি, ঢাকা।

— २५ अक्ष

अनाऊ कविनेन

আলী হুসাইন, বিজ্ঞান: ১৩০

कविद्वन्द्वीन आश्रय

সার-৭৪৪/২ ই. ক. ক. ক.

ORGR.

মেম্বার শাহজাদ

সাব-রেজিষ্টার

হানিমজি ডান্ডা

12 APR 2022



Sd. Asif

Asif Khan, CTA
Chairman
EDGE AMC Limited

Sd. Muzib

Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

AND WHEREAS, the party of the second part is a leading insurance company so far engaged in Micro Insurance for the Poor People, Ordinary Life Policy for the General, Group Insurance for the Corporate, Education Policy for the Students, Hajj Policy for the Religious People 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 investors, and for the development of the capital markets 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 AN OPEN-END MUTUAL FUND IN THE BANGLADESH CAPITAL MARKET WITH THE NAME AND TITLE OF "EDGE AL-AMIN SHARIAH CONSUMER FUND" UNDER THE TERMS OF THIS DEED AS DETAILED HEREINAFTER:

- 1.1 The 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, ২০০৯ (hereinafter referred to as the বিধিমালা)
- 1.2 This instrument of trust shall be registered duly under the provisions of the Registration Act, 1908 (Act no. XVI of 1908).
- 1.3 The parties of the First Part shall Sponsor an Open-End Mutual Fund for the general investors, both individual and institutional.
- 1.4 The party of the Second Part shall act as the Trustee of the Open-End Mutual Fund to be sponsored by the parties of the First Part under the provision of the বিধিমালা.
- 1.5 EDGE AMC Limited, having its registered office at Rupayan Prime (Unit B-10), House # 2, Road # 7, Dhanmondi, Dhaka-1205, shall be the Asset Management Company or Manager of the mutual fund under the provisions of the বিধিমালা.
- 1.6 The Asset Management Company shall conceive, design, structure, seek registration 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 provisions of the বিধিমালা.
- 1.7 BRAC Bank Limited, having its registered office at Anik Tower, 220/B, Tejgaon-Gulshan Link Road, Tejgaon, Dhaka-1208 shall be the CUSTODIAN of the Fund as per the বিধিমালা 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 agreeable fees.



Sd. Asst
Asst. Mgr, CTA
Chairman
EDGE AMC Limited

Sd. glegible
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 1.8 This Trust Deed shall constitute the basis of the Investment Management Agreement of the Fund, as provided for in the বিধিমালা,
- 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.,
- 1.10 The parties of the First Part i.e. the Sponsor shall on the effective date make over to the Fund a sum of Tk 25,000,000 (taka two crore and fifty lacs only) to initiate the mutual fund i.e. (EDGE Al-Amin Shariah Consumer Fund).
- 1.11 The Trust Fund shall be a body corporate with powers to acquire, hold and dispose of property and to enter into contract and may sue and may 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 accomplished by the Asset Management Company on behalf of the Fund.

2. GENERAL PROVISIONS

2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Trust Deed Agreement shall have the following meanings, namely: -

- 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 instrument having the force of law in Bangladesh as they may be issued and remain in force from time to time;
- 2.1.3 “Asset Management Company” or “Asset Manager” or “Fund Manager” or “AMC” means the EDGE AMC Limited;
- 2.1.4 “Central Depository” or “CDBL” means Central Depository Bangladesh Ltd. established under the ডিপজিটরি আইন, ১৯৯৯ (১৯৯৯ সনের ৬নং আইন);
- 2.1.5 “MD & CEO” means the Managing Director and Chief Executive Officer;
- 2.1.6 “Custodian” means the BRAC Bank Limited;
- 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 People’s Republic of Bangladesh;
- 2.1.10 “Guardian” means the Trustee of the EDGE Al-Amin Shariah Consumer Fund;
- 2.1.11 “Mutual Fund”, “Open-End Mutual Fund”, or “the Fund”, or “Unit Fund” means the EDGE Al-Amin Shariah Consumer Fund as designed, structured, operated and managed by the EDGE AMC Limited and sponsored as per provisions of the বিধিমালা by the parties of the first part under this Trust Deed;



Sd. Asib



Sd. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 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 "Regulatory Authority" means the Bangladesh Securities and Exchange Commission (BSEC);
- 2.1.16 "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;
- 2.1.17 "Consumer Sectors" include the industries and, therefore, the companies, that produce products and deliver services directly to the end consumer.

Following DSE-defined sectors will be considered as part of the Consumer Sectors:

- a. Pharmaceuticals & Chemicals
- b. Food & Allied
- c. Telecommunication
- d. Information Technology
- e. Engineering
- f. Fuel & Power
- g. Misc (other consumer good and service producing companies such as cement, tannery and textiles sectors that are not included in the above DSE-defined sectors)

Following DSE-defined sectors will be excluded from the definition of Consumer Sectors and the Fund will NOT invest in the stocks of these companies even if they are Shariah-compliant as per DSES:

- a. Banks
- b. Financial Institutions
- c. Insurance

- 2.1.18 "Reinvestment" means distribution of profit issuing new units on the basis of latest NAV;
- 2.1.19 "Scheme" means the EDGE Al-Amin Shariah Consumer Fund;
- 2.1.20 "Bangladesh Securities and Exchange Commission (BSEC)" or "Commission" or "BSEC" means the Bangladesh Securities and Exchange Commission;
- 2.1.21 "DSES" means "DSEX Shariah Index" of Dhaka Stock Exchange Limited;



Sd. Asif
Asif Khan, CFA
Chairman
EDGE/AMC Limited

Sd. gilegible
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 2.1.22 "Mutual Fund Rules" means সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা ২০০১;
- 2.1.23 "Sponsor" means EDGE AMC Limited;
- 2.1.24 "Trust" means the Unit Trust constituted by this Trust Deed in accordance with the provisions of the Trust Act, 1882 (Act II of 1882);
- 2.1.25 "Trustee" means the Sandhani Life Insurance Company Limited;
- 2.1.26 "Unit" means one undivided share of the Fund;
- 2.1.27 "Unit Holder(s)" means unitholders 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;
- 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 সনের ১৪ নং আইন), আর্থিক প্রতিষ্ঠান আইন, ১৯৯৩ (১৯৯৩ সনের ২৯ নং 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 Relations 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 of the Scheme of the Fund by simple majority of the present unit holders at a meeting called for the purpose of amendment with 15 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 (BSEC).



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Mtegrable
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

2.3.2 Notwithstanding anything contained in this Trust Deed 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 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 shall be the office of Sandhani Life Insurance Company Limited, Sandhani Life Tower, Rajuk Plot No. 34, Bangla Motor, Dhaka-1000 and the registered office of EDGE AMC Limited Rupayan Prime (Unit B-10), House # 2, Road # 7, Dhanmondi, Dhaka-1205.

3. THE FUND

3.1 Main Features of the Fund

- 3.1.1 There shall be one Scheme of the Fund namely EDGE AL-AMIN SHARIAH CONSUMER 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 Tk. 250,000,000 (Tk Twenty Five Crore) 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 Managed under Shariah Law, the Fund will select its investment universe from the securities' list of DSE Shariah Index (DSES) or any other shariah index introduced by the stock exchanges of Bangladesh to purchase securities from the secondary market. The Asset Management Company has executed a data sharing agreement with Dhaka Stock Exchange for periodic information/ data on the securities listed under DSES. In the Index Methodology section, DSE mentioned that "the DSES utilizes the Shariah screening methodology and processes employed by the S&P Shariah Family of Indices. S&P Dow Jones Indices has contracted with Ratings Intelligence Partners (RI) to provide the Shariah screens and filter the stocks based on these screens. Ratings Intelligence Partners is a London/Kuwait-based consulting company specializing in solutions for the global Islamic investment market. Its team consists of qualified Islamic researchers who work directly with a Shariah Supervisory Board, which is a



Sd. Aziz
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Company Secretary
Santhani Life Insurance Co. Ltd.

board of Islamic scholars serving to interpret business issues and recommend actions related to business decisions for the indices”.

- 3.1.4 The Fund will invest only in the Shariah-compliant stocks of companies within the Consumer Sectors. Consumer sectors include the industries and, therefore, the companies, that produce products and deliver services directly to the end consumer.

Following DSE-defined sectors will be considered as part of the Consumer sectors:

- a. Pharmaceuticals & Chemicals
- b. Food & Allied
- c. Telecommunication
- d. Information Technology
- e. Engineering
- f. Fuel & Power
- g. Misc (other consumer good and service producing companies such as cement, tannery and textiles sectors that are not included in the above DSE-defined sectors)

Following DSE-defined sectors will be excluded from the definition of Consumer sectors and the Fund will NOT invest in the stocks of these companies even if they are Shariah-compliant as per DSES:

- d. Banks
- e. Financial Institutions
- f. Insurance

- 3.1.5 A registration fee as payable to the Commission under the বিহিমালা for establishing the Fund and for registration of this Deed shall be paid from the Fund by the Asset Management Company.
- 3.1.6 The FIRST PART shall provide 10% of the Fund as the minimum subscription amount of the Fund equal to a sum of Tk. 25,000,000 (Tk Two Crore and Fifty Lacs) on effective date and the rest shall be raised by the Asset Management Company through sale of unit certificates as per the Rules of the Authority.
- 3.1.7 Individuals as well as institutional investors will be eligible to invest in the Fund.
- 3.1.8 The Asset Management Company may constitute, organize, manage the Fund and will issue the unit certificates in any denomination of the par value of Tk. 10 each.



Ed. ASB
Asif Khan, CTA
Chairman
EDGE AMC Limited

Ed. Muejib
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 3.1.9 The Asset Management Company shall calculate the Net Asset Value (NAV) per Unit on last working day of every week as per formula prescribed in the বিধিমালা.
- 3.1.10 The Asset Management Company shall disclose the sales 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 sales price and repurchase/surrender price shall not exceed 1% of the NAV per unit at fair value of the mutual fund.
- 3.1.11 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.
- 3.1.12 The unit holders may surrender their unit certificates 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 by the Asset Management Company.
- 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 Regulatory & Development Authority (IDRA) of Bangladesh or any other competent authority in this regard.
- 3.2.2 The Fund will follow 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.
- 3.2.3 All activities of the Fund shall be undertaken in accordance with the Shariah Guidelines provided by Shariah Supervisory Board through the DSES index methodology related publication (<https://dsebd.org/assets/pdf/DSES.pdf>).
- 3.2.4 The Fund shall only invest in shares & securities that are permissible by the Shariah Law.
- 3.2.5 The Fund shall invest only in Consumer oriented sectors and will not invest in banks, financial institutions, insurance companies.
- 3.2.6 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 based on the broad base of Shariah Law, not on any ratio related to market capitalization of that particular script.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Muzibur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 3.2.7 Not more than 80% of total assets of the Scheme of the Fund shall be invested in capital market instruments out of which at least 70% shall be invested in listed securities. The fund can invest only in investment grade unlisted securities and after a prior approval of the trustee.
- 3.2.8 The Fund shall invest at least 20% of total assets of the fund in Shariah-compliant debt securities including government or government-backed securities, money market receipts or deposits and corporate sukuk or bonds in order to managing risk and liquidity of the fund prudentially.
- 3.2.9 Not more than 10% of the total asset of the fund shall be invested in non-listed securities at any particular date. In case of investment in non-listed corporate bonds or pre-IPO placement shares, the asset manager shall obtain approval from the Commission.
- 3.2.10 All money collected under the Fund shall be invested only in encashable/transferable instruments, securities whether in money market or capital market or privately placed pre-IPO equity, preference shares, debentures or securitized debts.
- 3.2.11 The Fund shall get the securities purchased or transferred in the name of the Fund.
- 3.2.12 Only the Asset Management Company will make the investment decisions and place orders for securities to be purchased or sold for the Scheme's portfolio.
- 3.2.13 The Asset Management Company shall choose stock broker(s) for the purchase and sale of securities for the Fund's portfolio.
- 3.2.14 Non-listed securities that are "investment grade" and enjoy "very strong" credit rating by a licensed credit rating agency are eligible for investment under this scheme of the mutual fund.

3.3 Investment Restriction

- 3.3.1 The Fund shall not invest in more than 10% of paid-up capital (or other securities such as bond or debenture) issued by any company.
- 3.3.2 The Fund shall not invest more than 15% of its total assets in any one company or group of companies under control of a parent company. This condition shall not be applicable for investment in government securities.
- 3.3.3 Being a Consumer sectors focused Fund, under schedule 5, section 56 on Investment Restriction of the বিধিমালা, it may invest more than 25% of its assets in shares, debentures or other securities in each of the following Consumer Sectors:
- Pharmaceuticals & Chemicals
 - Food & Allied
 - Telecommunication
 - Information Technology



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- e. Engineering
 - f. Fuel & Power
 - g. Misc (other consumer good and service producing companies such in cement, tannery and textiles sectors not included in the above DSE-defined sectors)
- 3.3.4 The Fund will NOT invest in the stocks of following non-consumer oriented sectors even if they are Shariah-compliant as per DSES:
- a. Banks
 - b. Financial Institutions
 - c. Insurance
- 3.3.5 The Fund shall not invest in, or lend to, any scheme under the same Asset Management Company.
- 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 activity in contravention of the বিধিমালা.
- 3.3.8 The Fund shall follow the investment objectives and applicable investment restrictions as per the Mutual Fund Rules. Along with that, the Fund shall follow the Shariah guidance suggested by 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 exchanges and shall in no case put itself in a position whereby it has to make short sale or carry forward transaction.
- 3.3.10 The Fund shall not involve in option trading or short selling or carry forward transaction.
- 3.3.11 The Fund shall not buy its own unit.

3.4 Investment Approach and Risk Control

- 3.4.1 A top down and bottom up approach may adopt the following investment approaches and risk control measures, namely :
- 3.4.2 Investments will be pursued in selected sectors based on the investment restriction, analysis of business cycles, regulatory reforms, competitive advantage, etc.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE/AMC Limited

Sd. Muegib
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 3.4.3 Individual stocks will be selected from different permissible sectors based on the Shariah compliance guidelines, therefore from the list of constituents of the DSES or any other appropriate Shariah-compliant index.
- 3.4.4 After applying the Shariah-compliance and sector screening process, the Asset Management Company will focus on the fundamentals of the business, the industry structure, the quality of management, sensitivity to economic factors, the financial strength of the company and key earnings drivers in selecting stocks.
- 3.4.5 In addition, the Asset Management Company will study the macro-economic conditions, including the political, economic environment and factors affecting liquidity and interest rates.
- 3.4.6 Since disciplined investment management requires strong risk management, the Asset Management Company would incorporate adequate safeguards for controlling risks in the portfolio construction process.
- 3.4.7 Risk will also be reduced through adequate diversification of the portfolio. Diversification will be achieved by spreading the investments over a range of industries / sectors.

3.5 Valuation Policy

- 3.5.1 For listed securities, the average quoted market price on 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.
- 3.5.2 For securitized debts, debentures, margin or fixed deposits, the accrued interest on such instruments on the date of valuation shall be taken into account in any calculation of Net Asset Value of such securities in the portfolio of the Fund.
- 3.5.3 The fund shall fix the valuation method for the Scheme in compliance with the International Financial Reporting Standards (IFRSs) and subject to the prior approval of the Commission.
- 3.5.4 The Fund shall follow the method approved by the Commission for valuation of the non-listed investment, if any, and the Asset Management Company and the Trustee shall periodically review the non-listed investment, if any, and the Trustee shall periodically review the value of such investments. The auditors shall comment in the annual report of the Scheme of the Fund.
- 3.5.5 The valuation of listed securities not traded within previous one month will be made based on 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 Scheme of the Mutual Fund but shall not be more than the intrinsic value of the securities.
- 3.5.6 The valuation of non-listed securities will be made by the Asset Management Company in compliance with IFRSs and other securities regulations to be approved by the Trustee and commented upon by the Auditors in the annual report of the Scheme.



sd. Rizib
Asif Khan, CFA
Chairman
EDGE AMC Limited

sd. gilegile
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 3.5.7 Once non-listed securities are valued, the valued amount will be considered for purpose of valuing the Fund's assets in any interval of time until the securities are further revalued by the Asset Management Company.
- 3.5.8 Asset Management Company and Trustee will value the non-listed securities at least once in every three months.
- 3.5.9 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:

$$\text{Total NAV} = V_A - L_T$$

$$\text{NAV per unit} = \text{Total NAV} / \text{No. of units outstanding}$$

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, audit fee and safe keeping fee

3.7 Dividend Policy

- 3.7.1 The accounting year of the Fund shall be July 01st to June 30th;
- 3.7.2 The Fund shall distribute minimum 70%, or as may be determined by the বিনিয়োগ কর্পোরেশন from time to time, of the annual net income 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 Net income for a financial period of a mutual fund shall be measured following IFRSs and after incorporating all expenses as well as provisions for diminution in the Value of Investments and other assets.
- 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;



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
M. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

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

4.1 The Sponsor

- 4.1.1 EDGE AMC Limited shall be the Sponsor of the Fund.
- 4.1.2 The Sponsor shall cause 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 Fund and the unit holders of the Fund in accordance with the বিধিমালা.
- 4.1.4 The Sponsor shall appoint the Custodian, who shall provide custodial service to the Scheme of the Fund in accordance with the বিধিমালা.
- 4.1.5 The Sponsor shall appoint the Asset Management Company, who shall manage the open-end Mutual Fund for the benefit of the Fund and the unit holders of the Fund in accordance with the বিধিমালা.
- 4.1.6 The Sponsor shall contribute an amount of Tk 25,000,000 (Tk Two Crore and Fifty Lacs) on the effective date on demand from the Asset Management Company to initiate the Trust.
- 4.1.7 The Sponsor shall, if required by the Commission, furnish such other information or clarification in addition to the information given with the application as may be considered necessary for grant of registration of the open-end Fund.
- 4.1.8 The Sponsor, unless otherwise act as asset management company, shall not participate in any decision-making process for any investment by the Scheme of the 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 Trust Deed, 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 Sandhani Life Insurance Company Limited shall be the Trustee of the Fund by virtue of this Trust Deed.
- 4.2.2 The Trustee shall be the guardian of the Fund, held in Trust for the benefit of the unit holders, in accordance with the বিধিমালা and this instrument of Trust.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 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 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 and submit a half-yearly report to the Commission on the activities of the Scheme of the Fund.
- 4.2.6 The Trustee shall provide or cause to provide information to the unit holders of the Scheme of the Fund and the Commission by the Asset Management Company as per 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 as are essential in order to keep them informed about any information, which may have any bearing on their investments.
- 4.2.8 The Trustee shall have a right to call books of accounts, records, documents and such other information considered necessary from the Asset Management Company as is relevant in the management of the affairs concerning the operation of the 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 Scheme of the Fund is not in conformity with the বিধিমালা and keep the Commission informed of the same with full particulars.
- 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 breach of trust and investment management terms only, with the pre-approval of the Commission and in accordance with the provisions of the বিধিমালা.
- 4.2.11 The Trustee shall furnish to the Commission particulars of the interest that they may have in any other company, institution or financial intermediary or any body corporate by virtue of their positions as director, partner, managers or which they may be associated with in other capacities.
- 4.2.12 The Trustee, in carrying out their responsibilities as Trustee of the Fund, shall maintain arms length relationship with other companies, institutions of financial intermediaries or any body corporate with which they may be associated.
- 4.2.13 The Trustee shall not participate in any decision-making process for investments of the Fund and its Scheme.
- 4.2.14 The Trustee shall cause to appoint an auditor for the Scheme of the Fund who shall be different from the auditors of the Asset Management Company and the Trustee 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



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Glegible
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

for the holders of the units and the reports of accounts of the Scheme 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 of the particular Scheme of the Fund or on a requisition of three fourth of the unit holders of the Fund or when the Trustee determines the necessity to wind up or pre-maturely redeem the Scheme, in the best interest of the unit holders of that Scheme, in case of a special triggering event.
- 4.2.17 The Trustee shall be responsible for the acts of commissions and omissions 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 while holding such position or office.
- 4.2.18 The Trustee shall constitute 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. Col. Wais Huda (Retd.), Chairman, Sandhani Life Finance Ltd.
 2. Nemai Kumer Saha, CEO, Sandhani Life Insurance Company Ltd
 3. Mizanur Rahman, Company Secretary, Sandhani Life Insurance Company Ltd
- 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, documents in the meeting.
- 4.2.20 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.
- 4.2.21 The Trustee shall be paid an annual Trusteeship fee at the following rate on semi-annual in advance basis
- | Sl. No. | Fees Tranches | Fees |
|---------|------------------------------------|-------|
| (a) | NAV of the first 200 crore of fund | 0.10% |
| (b) | NAV of the next 100 crore of fund | 0.09% |
| (c) | NAV of the remaining fund | 0.08% |
- 4.2.22 The Trustee shall not be removed without 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.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Mueen
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 4.2.23 The Trustee shall hold all capital assets of the Scheme 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 Scheme.

4.3 The Asset Management Company

- 4.3.1 EDGE AMC Limited shall be the Asset Management Company of the Scheme 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 বিহিমালা.
- 4.3.2 The Asset Management Company shall be responsible for designing, structuring, operation and management of the Scheme of the Fund as approved by the Trustee and the Commission and in accordance with the provisions of the Trust Deed and the বিহিমালা.
- 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 and ensure that the investment of the Scheme of the Fund is not contrary to the provisions of the Trust Deed and the বিহিমালা.
- 4.3.5 The Asset Management Company shall be responsible for the willful acts of the commissions and omissions by its 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 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 willful commission or omission, shall be met out of the Trust property.
- 4.3.6 The Asset Management Company shall not act as trustee of any mutual fund and shall not undertake any other business or 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 March 31, June 30, September 30 and December 31 within 15 days of the end of each quarter or at any 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 announcement of prices or yields) addressed to any unit holder, or to the public, or to the press or other



Ed. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Ed. Mizanur
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

communication media or to any stakeholder, 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.

- 4.3.9 The Asset Management Company shall prepare and distribute the prospectus, annual and periodical reports of the Scheme of the Fund and shall maintain all sorts of communications with investors and other stakeholders as per বিধিমালা and shall undertake advertising and other promotional activities.
- 4.3.10 The Managing Director/Chief Executive Officer 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 Scheme of the Fund.
- 4.3.11 The Asset Management Company Ltd. shall furnish such information and documents to the CDBL as may be required under ডিপজিটরি আইন, ১৯৯৯, ডিপজিটরি প্রবিধানমালা, ২০০০ and ডিপজিটরি (বাবহারিক) প্রবিধানমালা, ২০০৩.
- 4.3.12 The Asset Management Company shall be expected to meet such expenses and make provisions for office space, personnel including security analysts and portfolio managers, regulatory compliance and reporting services, accounting services and preparation of tax returns and insurance coverage and such other services.
- 4.3.13 The Asset Management Company is authorized to charge all applicable expenses of the Fund to the Fund account as per the বিধিমালা, but any loss or damage or expenses resulting from 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 is authorized to charge all applicable expenses of the Fund as provided for in the বিধিমালা to the respective schemes of 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.
- 4.3.15 Fees related to issue and formation shall be applicable as per সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (সিউইআল ফান্ড) বিধিমালা, ২০০১.
- 4.3.16 A requisition meeting of two-third of the unit holders of any Scheme of the Fund, under the procedure laid down in the বিধিমালা, can propose termination of the appointment of the Asset Management Company, and the Trustee, with prior approval of the Commission, can terminate the Asset Management Company with prior approval of the Commission keeping informed the Commission about the same within three working days from the date of termination.



Sd. Aziz
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Muegib
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 4.3.17 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.
- 4.3.18 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.
- 4.3.19 Any change in the appointment of the Asset Management Company for the Scheme shall be subject to prior approval of the Commission.
- 4.3.20 The Asset Management Company can discontinue its function at any time with prior written consent of the BSEC and the Trustee.

4.4 The Custodian

- 4.4.1 BRAC Bank Limited shall be the Custodian of the Scheme of the Fund.
- 4.4.2 The custodian shall keep the securities for the assets of the Fund in safe custody and shall provide highest security for the assets of the Fund.
- 4.4.3 The custodian, among others, shall preserve the following documents and information client wise:
- (a) Details of acquisition and disposal of securities
 - (b) Details of receipt and disbursement of Funds
 - (c) Details about the right of the client on the securities held on behalf of the client
 - (d) Details about registration of securities
 - (e) Ledger of accounts of the client
 - (f) Details about the order received from and given to the client;
- 4.4.4 The Custodian shall provide directly to the Auditors any information that may be required, in writing, by the Auditors.
- 4.4.5 The fee for Custodian services will be 0.07% per annum on balance securities held by the fund, calculated on the average market value per month. Besides this, the fund will bear all other expenses viz (a) transaction fee of Tk. 200.00 per transaction (b) local duties and fees like stamp duty on transaction, stamp duty on transfer deed (c) levies, brokerage, registrar's fees, local counsel / representation, external auditors at the client's request, depository fees etc. However, a fee cap of 0.08% 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 & other expenses, mentioned above) per annum go higher than the mentioned fee cap amount. The fee for Custodian services will be realized semi-annually.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 4.4.6 The Custodian shall also be responsible for the settlement, transfer and registration, dividend collection and corporate announcement dissemination services.
- 4.4.7 There shall be a Custody Agreement with the Custodian for maintenance and operation of the securities account/service in terms of the বিধিমালা.
- 4.4.8 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.
- 4.4.9 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.

EXPENSES OF THE FUND

- 5.1 The initial issue expenses in respect of the Fund shall not exceed 3% of the collected amount of the fund raised under the Scheme or any ceiling as determined by the AMC which is approved by the Commission and the Trustee. The Asset Management Company shall furnish a detailed breakdown of such expenses in the prospectus/offer document of the Fund.
- 5.2 The total expenses charged to any Scheme of the Fund except the amortization expenses of initial issuance expenses and including 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, the annual registration fees payable to the Commission, audit fees, cost for publication of reports and periodicals, bank charge, etc., shall not exceed 4% of the weekly average net assets outstanding of the Scheme during any accounting year.

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 open separate accounts of the Scheme of the Fund with the reputed 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, depository and custodial accounts of the Fund shall be operated under joint signatures.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

- 6.4 No director or shareholder of the Asset Management Company, except the Chief Executive Officer, shall be a signatory of any account of any Scheme of the Fund.
- 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 with the consent of the Trustee.
- 6.6 A set of specimen signatures of the authorized signatories of the accounts of the Scheme of the Fund shall be kept with the Trustee.
- 6.7 The Asset Management Company may also open separate bank accounts for dividend distribution, if any, of the Fund for each financial year. Notwithstanding anything in this Trust Deed, the beneficial ownership of the balances in the accounts shall vest with the unit holders.

AUDIT OF ACCOUNTS

- 7.1 The Mutual Fund shall have its accounts of its Scheme audited by an auditor qualified to audit the accounts of a company under section 212 of the Companies Act, 1994 (Act No. 18 of 1994) and the audit report shall be in conformity with the Securities and Exchange Rules, 1987.
- 7.2 The auditor of the Fund shall be appointed from the panel of auditors approved by the Commission.
- 7.3 ACNABIN Chartered Accountants having office at BDBL Bhaban (Level 13 & 14), 12 Kawran Bazar Commercial Area, Dhaka-1215, Bangladesh shall be the first auditor of the Fund and the auditor shall be paid a service fee of Tk 50,000 (Taka Fifty Thousand) only, plus applicable VAT (if any), for the first year.
- 7.4 The auditor of the Scheme of the Fund shall be different from the auditors of the Asset Management Company and that of the Trustee and Sponsor.
- 7.5 The Trustee shall appoint auditor for the Fund with reasonable fees, where the incumbent auditor 'if any' shall be eligible for re-appointment for up to three consecutive terms of one year each. 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 BSEC, remove the auditor and appoint another auditor in its place.
- 7.6 The auditor shall furnish the Audit Report within maximum of 30 days from the date of closing of accounts and forward their report to the Trustee and such report shall form part of the Annual Report of the Mutual Fund.
- 7.7 The auditor's report shall state that they have obtained all information and explanations which, to the best of their 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 fair and true view of the Scheme, state of affairs and surplus or deficit in the Fund and cash flow for the accounting period to which they relate, and that the financial



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Illegible
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

statements and notes thereto furnished in due conformance with generally accepted accounting principles and procedures and also the Bangladesh Accounting Standards (BAS) and that the audit and examination made with International Standards on Auditing (ISA) accepted by ICAB and that full and fair disclosures are made in the statements.

- 7.8 Notwithstanding anything contained hereinabove 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 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.

GENERAL OBLIGATION OF THE FUND

8.1 Maintenance of proper Books of Accounts and Records

- 8.1.1 Subject to the provisions of the বিধিমালা, the Fund shall keep and maintain proper books of records and documents; provided that books of accounts should be such as to explain its transactions and disclose at any point of time the financial position of the Scheme of the Fund and in particular give a true and fair view of the state of affairs of the Fund and provided further that the Asset Management Company shall intimate the Commission the place where the books of accounts, records and documents are maintained.
- 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 holder in a fair and true manner and in conformity 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.



Sd. Arif
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

8.3 Accounting year

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

8.4 Classification of earnings

- 8.4.1 The Fund shall, in its accounts, make a disclosure by segregating its earnings 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 shall charge Management Fees to the Fund as per the provisions of বিধিমালা, and the directives of Commission from time to time.
- 8.5.4 Asset Management Company may amortize the initial issue costs of the Fund over a period as provided for in the বিধিমালা- provided that initial issue expenses/Initial Public Offering (IPO) costs shall not exceed 3% of the Fund of the collected amount raised under the Fund.
- 8.5.5 In addition to the fees mentioned hereinabove the Asset Management Company may charge the Scheme of the Fund with the following recurring expenses, namely;
- Marketing and selling expenses including commissions of the agents, if any;
 - Brokerage and Transaction costs;
 - Cost of registrar services for transfer of securities sold or redeemed;
 - Trusteeship fees;
 - Custodian fees;
 - Dematerialization fees and others;
 - Re-registration fees, if any.
 - Relevant expenditure for calling meeting by the trustee committee; and
 - Other expenses applicable to the Mutual Fund or to the Scheme.
- 8.5.6 The expenses referred to hereinabove and any other fees payable or reimbursable to the Asset Management Company or the Trustee shall be charged to the open-end Mutual Fund.



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Mizanur
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

8.6 Borrowing Policy

- 8.6.1 As per 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 competent authority 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 source as well as advance/guarantee term loan at a competitive rate.

8.7 Distribution of Dividend and limits thereof

- 8.7.1 The Fund shall pay the dividend to the unit holders annually from the distributable profit, if any.
- 8.7.2 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 of the Scheme in accordance with the Rules, an amount, which shall not be less than seventy (70%) percent of the realized net profits of the year, or as determined by the Commission from time to time.
- 8.7.3 The Asset Management Company shall dispatch the dividend warrants at the expense of the Scheme of the Fund, within forty-five days of the declaration of the dividend of the Scheme and shall submit a statement within next seven days to the Commission and the Trustee. Dispatching expenses stated above shall be met from the Fund of the Mutual Fund.

8.8 Reserve for revaluation of investments

- 8.8.1 Before declaration of dividend the Asset Management Company shall make a provision with agreement of the auditors for revaluation of investments caused from loss if market value of investments goes beyond their acquisition cost, and the method of calculation of this provision must be incorporated in the notes of accounts.
- 8.8.2 The Fund shall create a dividend equalization reserve by suitable appropriation from the income of the fund.

8.9 Publication of annual report and summary thereof

- 8.9.1 The Annual Report of the Scheme of the Fund or an abridged summary thereof shall be published through an advertisement as soon as may be but not later than 45 (forty five) days from the date of closure of the relevant financial year provided that the Annual Report or an 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 Fund and provided further that, whenever the report is published in summary form such publication shall carry a note that full Annual



Sd. A

Asif Khan
Chairman
EDGE AM

Sd. H

Md. Mizan
Company
Sadhani Life In

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.

8.10 Periodical disclosures

- 8.10.1 The Mutual Fund, asset manager, trustee, custodian and sponsor of the mutual fund shall make such disclosures or submit such documents 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 fund shall furnish the following periodic reports to the Commission, namely:
- (a) A copy of the duly audited annual financial statements including the statement of financial position, statement of comprehensive income, statement of cashflows, statement of changes of equity and accompanying accounting policies and notes to the financial statements of the fund and for each scheme, once a year, within three months of the end of the year;
 - (b) A copy of half-yearly un-audited financial statements within forty-five days of the end of the half-year period;
 - (c) A quarterly statement of change of net assets of the Scheme of the Fund within thirty days of the end of each quarter;
 - (d) A quarterly statement of portfolio, including changes from the previous periods for the Scheme;
- 8.10.3 The fund shall, before expiry of 30 (thirty) days from the end of each quarter, send to all unitholders a complete statement of portfolio of a scheme as specified and shall upload the same on the website.
- 8.10.4 The fund shall, within 01 (One month) from the end of a quarter, publish a copy of its un-audited quarterly statements on its website. A mutual fund shall also publish, within 45 (forty-five) days from the end of half-year, a half yearly un-audited financial statements on its website.

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 Unit Fund so that the entire portfolio of the Mutual Fund is disclosed to the Commission.

8.12 Half yearly disclosures

- 8.12.1 Un-audited half yearly accounts/financial results of the Fund will be submitted to the commission and the concerned stock exchange(s) and be published in at least one English and another Bangla national daily newspapers within thirty days from end of the period; provided that the half yearly accounts / financial results shall contain details as specified in schedule VII of the Rules and such



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

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 in respect of the Scheme is Tk. 250,000,000 (Taka Twenty Five Crore) only, including the Sponsor's contribution.

8.14 Issue of Unit Certificate

- 8.14.1 All unit holders of the Fund shall be issued with the unit certificate by the Asset Management Company at the cost of the Fund, in any denomination of par value of Tk. 10 each within the time frame as stipulated in the বিধিমালা.
- 8.14.2 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.
- 8.14.3 The CEO / Chief Operating Officer / Compliance Officer and one director of the Asset Management Company shall be the joint signatory for the certificates of the unit of the Fund.

8.15 Surrender and Transfer of Unit Certificates

- 8.15.1 The unit certificates 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 unit certificates 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 in trust of the unit holders.
- 8.15.3 The redemption shall be made on first come first serve basis. In the event the redemption request on a particular day exceeds 5% of the total unit outstanding, the Asset Management Company may defer, if required, the redemption request over 5% for a maximum period of 3 (three) working day.

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 NAV at fair value. The difference between sale



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. Muzibul
Md. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

price and repurchase/surrender price shall not exceed 1% of the NAV per unit at fair value of the mutual fund.

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 EDGE AMC Limited. The Trust Deed may also be viewed or downloaded from the web site of the Asset Management Company.

9 WINDING UP OF THE FUND

9.1 Procedure of winding up

- 9.1.1 If the total number of outstanding unit certificates held by the unit holders after repurchase at any point of time falls below 25% of the actual certificate issued, the Fund will be subject to wound up.
- 9.1.2 The Fund may be wound up on the happening of any event, which, in the 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 give simultaneously separate notice of the circumstances leading to the winding up of the Scheme to the Commission and if winding up is permitted by the Commission, shall publish in two national daily newspapers including a Bangla newspaper having circulation all over Bangladesh.

9.2 Manner of winding up

- 9.2.1 The Trustee shall call a meeting within 30 days from the notice date of the unit holders of a Scheme to consider and pass necessary resolutions by three-fourth majority of the unit holders present and voting at the meeting for authorizing the Trustee to take steps for winding up of the Scheme. If it fails to have three-fourth majority mandate, the Commission shall have the power to supercede the mandate if situation demands such.
- 9.2.2 The Trustee shall dispose off 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 Rules, 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



Sd. Asif
Asif Khan, CFA
Chairman
EDGE AMC Limited

Sd. M. Mizanur Rahman
M. Mizanur Rahman
Company Secretary
Sandhani Life Insurance Co. Ltd.

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 Within thirty days from 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 Scheme 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 Scheme 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 open-end fund;
 - cease to create and cancel unit of the open-end fund;
 - cease to issue and redeem units of the open-end 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, record and documents of the Fund, 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 explanation of this Trust Deed, the সিকিউরিটিজ ও এক্সচেঞ্জ কমিশন (মিউচুয়াল ফান্ড) বিধিমালা, ২০০১ will be conclusive for this Trust Deed and that all other documents executed in connection with this Mutual Fund and provisions of this Trust Deed will be treated as have been changed accordingly. In case of any ambiguity or confusion, the Commission's decision shall be final and binding on all concerned.



SCHEDULE OF PROPERTY OF THE TRUST

A sum of Tk. 25,000,000 (Taka Two Crore and Fifty Lacs) only is hereby paid to the Trust by the Sponsor of the Trust mentioned herein above, to initiate the Trust.

IN WITNESS WHEREOF the Sponsor has caused its common seal to be affixed to these presents and the Trustee has hereto set its hands the day and year above written. Dated: 12.04.2022

The party of the First Part, the SPONSOR:	The party of the Second Part, the TRUSTEE
<i>Sd. Asif</i>	<i>Sd. gilegible</i>
Asif Khan, CFA Chairman EDGE AMC Limited	Md. Mizanur Rahman Company Secretary Sandhani Life Insurance Company Limited
<i>Sd. Ali Imam</i>	
Ali Imam, CFA Managing Director & CEO EDGE AMC Limited	
WITNESS:	WITNESS:
1	1
<i>Sd. gilegible</i>	<i>Sd. gilegible</i>
Khandakar Safwan Saad Chief Investment Officer EDGE AMC Limited	<i>md. Nahid Parvez</i> Asst. Manager, Trustee Sandhani Life Insurance Co. Ltd
2	2
<i>Sd. Sadekul Islam</i>	<i>Sd. gilegible</i>
S.M. Sadekul Islam Manager – Finance & Operations EDGE AMC Limited	Mohammed Fuad Zibran Investment Associate EDGE AMC Limited

স্বাক্ষর
সানধানি লাইফ
সানধানি, ঢাকা
২২/৪/২২