

Rules Governing Issue of Registered Certificates of Investment by Pak-Gulf Leasing Co. Ltd.

Note: It must be clearly understood by the investors that funds for investment in the COIs of the Company will be those generated by their legal/bonafide transactions involving their assets/resources/businesses.

1. Definitions:

Commission: Means 'Securities and Exchange Commission of Pakistan'.

Company: Means the 'Pak-Gulf Leasing Company Limited'.

COI: Means the Certificate of Investment issued by the Company pursuant to the permission granted under section 17(2) of 'The Leasing Companies (Establishment and Regulation) Rules, 2000'. Where the context so permits or requires COI will include Certificates of Investment.

COI Holder: Means the person in whose name the COI has been registered.

Maturity Period: Means the period of three, six, twelve, twenty-four or thirty-six months for which the COI is issued and after which period payment on the COI, in accordance with the scheme of the Company, becomes due.

Pakistan: Means the 'Islamic Republic of Pakistan'.

Rules: Means the rules established hereunder for the issue of COI.

Rupee: Means the lawful currency of Pakistan.

2. Authorization

2.1 The Company is authorized to issue COI pursuant to the permission granted by the Commission under section 17(2) of 'The Leasing Companies (Establishment and Regulation) Rules, 2000'.

3. Mode of Payment

3.1 Any payment or receipt under the Rules exceeding Rs. 50,000 shall be made only through cheque, pay order or demand draft.

4. Maturity of the COI

4.1 The maturity period of the COI will be three, six, twelve, twenty-four or thirty-six months or as the Company may decide.

4.2 The COI will be redeemable before its maturity period but no return shall be paid if redeemed earlier than three months.

4.3 The Company may at its discretion encash a COI prior to its stipulated maturity, subject to such conditions as to notice and/or penalty to be prescribed by the Company in this respect, and the provisions of applicable laws and regulations.

4.4 The COI will be encashed on maturity against surrender of original COI duly discharged under signatures of authorized signatory/signatories of the Registered Holders of the COI. Payment of the encashment value of the COI shall be made by a crossed cheque in favour of the Registered Holder (s) and delivered to the bearer of the COI, unless specified otherwise in writing by the Registered Holder(s) and agreed by the Company.

5. Registration & Purchase of COI

5.1 Each request for issuance of COI must be accompanied by a "request for purchase of COI" in the Company's prescribed form.

5.2 Each request for purchase of COI must be accompanied by cash or cheque, demand draft or pay-order in favour of "Pak-Gulf Leasing Company Limited" duly crossed, for the full value of the COI requested to be purchased.

5.3 The COI will be issued and delivered, in the case of cash payment, on the same or following day and in the case of cheque, pay-order or demand draft, after realization of proceeds.

5.4 Application for Registration of the purchased COI shall be made in the prescribed Registration form of the Company by individuals, singly or jointly and by corporate bodies, firms, registered societies, and trusts.

5.5 In the case of joint applicants, the application must be signed and details provided by all joint applications. However, delivery of the COI or any notice or communication by the Company to any one of the joint holders shall be sufficient delivery to all joint holders.

- 5.6 In the case of body corporate, firms, societies and trusts, the application must be signed by authorized signatories and accompanied by supporting resolution /mandate and Memorandum & Articles of Association, partnership deed, trust deeds and / or constitution as may be applicable.
- 5.7 The COI will be issued in registered form only.
- 5.8 The Company shall have the absolute discretion to refuse any application for Registration without assigning any reason.

6. Return on the COI

- 6.1 Return on the COI shall be paid on a profit sharing basis out of the profits of the Company at the rates of return declared by the Company from time to time in relation to the maturity period of the COI.
- 6.2 Except in case of 6.3 the COI holders shall be paid a uniform rate of return commensurate with the maturity period but irrespective of the amount invested in the COI.
- 6.3 The Company may enter into special arrangements for issuance of COI to listed companies, recognized charitable trusts, statutory bodies and such other investors permissible by the Commission.
- 6.4 The return on a COI shall be calculated on a daily basis on a 365-day year basis, and paid for the actual number of days that a COI remains outstanding.
- 6.5 In case a COI is encashed prior to its stipulated maturity, return thereon shall be calculated at the rate of profit applicable to a three, six, twelve, twenty-four or thirty six-month period at the time the COI was issued, for the longest completed period of three, six, twelve, twenty-four or thirty six-months for which the COI remains so outstanding.
- 6.6 Rates of returns indicated by the Company from time to time either on COIs or separately, are based on expected profits of the Company and the actual rates of return may vary from such indicated rates. The notified rate of return for any specific issue of COI may therefore be changed by the Company following notification from time to time during the subsistence of the COI.
- 6.7 If the COI is not encashed on maturity, the Company will not be liable to pay any return for the period beyond its maturity date. However, at its absolute discretion, the Company may consider compensating the COI holder by payment of return for such period and at such rate as the Company considers appropriate.
- 6.8 Payment of the amount of return on COIs shall be made (a) in the case of maturities of three months and six months, at the time of encashment and (b) in the case of maturities of one year or more, at six monthly intervals.
- 6.9 Payment of the amount of return shall be made at the counters of the Company unless otherwise specifically instructed by the COI holder in writing and agreed by the Company.
- 6.10 The Company is exclusively responsible for repayment of principal amount of COI and payment of the return thereon in accordance with the Company's Scheme for COI.
- 6.11 Payment of the amount of return shall be made by cross cheque in favour of the registered holder.
- 6.12 The payment of returns and encashment value of the COI will be subject to compulsory deduction of Zakat and withholding tax, if applicable, in accordance with the provisions of the Zakat and Ushr Ordinance, 1980; the Income Tax Ordinance, 2001 and to the provisions of any other law or regulation applicable from time to time.

7. Transfer of COI

- 7.1 The COI shall not be transferable by delivery and the Company shall not be obliged to recognize any right, title or interest of any person(s) / party other than the registered holder of the COI.
- 7.2 The COI shall be transferable at the discretion of the Company upon a written request for transfer in the form prescribed by the Company, duly signed by the registered holder of the COI and the intended transferee accompanied by an Application for Registration for purchase of COI (unless the transferee is already a registered holder of the Company's COI) duly filled and signed by the transferee.