



OFFICE SUPERINTENDENT  
Stamp Office, City Court,  
Karachi  
29 FEB 2017  
(HUNDRED ONLY)

**HAIDER ALI STAMP VENDOR**

Licence # 84  
Amina Mariyam Manzil Kara Dhal Karimjee Road,  
Flat # 18-B, Block G-48, Nawabad, Karachi.

SR. NO. 32826 DATE  
ISSUED TO WITH ADDRESS MR. Tahir Masaud L.A.  
THROUGH WITH ADDRESS MR. Tahir Masaud L.A.  
PURPOSE  
VALUERS/IMV'S SIGNATURE ATTACHED  
STAMP VENDOR SIGNATURE

27 FEB 2017



WAQF DEED

Know all men through these presents that, **The IGI Insurance Limited (Window Takaful Operations)** (hereinafter called "the company") was incorporated on November 2, 1953, as a Public Limited company under Defunct Companies Act, 1913, now the Companies Ordinance, 1984, and its shares are quoted on Karachi Stock Exchange (Guarantee) Limited. The Registered Office of the company and its Head Office is situated at 7<sup>TH</sup> Floor, The Forum, Suite Nos. 701-713, G-20 Block 9, Khayban-e-Jami, Clifton, Karachi (hereinafter called the Settlor) through its duly authorized attorney, Chief Executive Officer, Mr. Tahir Masaud, holder of Computerized National Identity Card No. 352022-520169-7 is making this Waqf Deed on February 28, 2017 at Karachi.

**WHEREAS:**

- A. The **Waqif** (Settlor) is competent and legally authorized through its Memorandum of Association to and is desirous of establishing a Waqf for the charitable and pious purpose of achieving the objectives and functions given herein below;
- B. The **Waqif** has decided to and hereby establishes an irrevocable **Waqf** called IGI Insurance Limited (Window Takaful Operations) [hereinafter referred to as the Participant Takaful Fund (PTF)] which shall be an entity separate and independent of the **Waqif** and any of its associates, with its own legal persona being capable of having title to ownership of, and possession of assets whether in the form of moneys, movable and immovable properties, and/or in any other tangible or intangible form legally possible and permissible along with the compliance with the Shari'ah Principles;

- C. The **Waqif** has set apart a sum of Rupees 500,000/- and hereby by ceded as the Waqf money and shall be invested in a Shari'ah compliant remunerative instrument, which may be used to acquire immovable Waqf property if Shari'ah and Law so warrants.
- D. The **Waqif** has also undertaken to accept the responsibility of the **Mutawalli** for managing and operating the said PTF on the terms and conditions appearing in the Deed and in any other Supplementary Deed(s) made hereunder, on the basis of a predefined **Wakalah Fee**.

Whereas IGI Insurance Limited (Window Takaful Operations) shall be called as **Waqif** or **Operator** or **Mutawalli**, which expression shall, unless repugnant to the context or the meaning thereof, mean and include its survivor(s).

### 1. DEFINITIONS

Following are the definitions of the terminologies used in various clauses of the Waqf Deed.

- 1.1. **Beneficiary:** See *Mauqoof Alaihi*.
- 1.2. **Accounting Year:** Means financial year of the Operator, i.e. twelve months commencing from January 1<sup>st</sup> to December 31<sup>st</sup>.
- 1.3. **Board of Directors:** Means board of directors of IGI Insurance Limited,
- 1.4. **Commission:** Means the Securities and Exchange Commission of Pakistan (SECP),
- 1.5. **Contribution:** Means Takaful contribution or the payment of an amount by way of *Tabarru'* by the participants/members of the PTF.
- 1.6. **Companies Ordinance:** Means the Companies Ordinance, 1984.
- 1.7. **Conventional Insurance:** Means life or non-life insurance under the Ordinance, including reinsurance, which is not Takaful as defined in clause (1xiv) of section 2 of the Ordinance and Re-Takaful ( and as per Takaful Rules-2012 vide clause 2.iii)
- 1.8. **Deficit:** Means the shortfall in the PTF that at any point in time admissible assets in PTF are not sufficient to cover liabilities.
- 1.9. **Defined Losses:** Mean losses as defined in PMD.
- 1.10. **Fund:** Means Participants Takaful Fund (PTF) established under the Takaful Rules which will be run and managed by the Waqf set up under this Waqf Deed.
- 1.11. **Maal-e-Waqf:** Means Waqf money/ Property declared Waqf by the shareholders.



*[Handwritten signature]*

- 1.12. **Member:** See Mauqoof Alaihi.
- 1.13. **Mauqoof Alaihi (Beneficiary):** Means the participants, after filling Proposal Form and availing the policy document, once paid the contributions by way of Tabarru' into the PTF will become the Mauqoof Alaihi (beneficiary) of the PTF and shall be eligible for the benefits from PTF as specified in the PMD.
- 1.14. **Mutawalli:** Means the Shareholders of a Window Takaful Operator under Takaful Rules-2012; here in this case IGI Insurance Limited (Window Takaful Operations) working in its capacity as a **Mutawalli** thereby operating the PTF. The terms Operator or **Mutawalli** may be used interchangeably.
- 1.15. **Ordinance:** Means the Insurance Ordinance 2000.
- 1.16. **Operator:** See Mutawalli.
- 1.17. **Participant:** Means Mauqoof Alaihi or a member of the PTF or a ~~person~~ who participates in a Takaful plan, it Includes further, where Takaful Plan has been assigned, the assignee for the time being and the beneficiary and, where he is entitled as against to PTF to the benefits of the Plan, legal heirs of a deceased participant.
- 1.18. **Participant Membership Documents (PMD):** Means the documents detailing the benefits and obligations of the participant.
- 1.19. **Participant Takaful Fund (PTF):** Means IGI Insurance Limited (Window Takaful Operations)-Participant Takaful Fund established under the Waqf Deed; in which the contribution from the Participants shall be put in and such funds shall be used for Shari'ah Compliant investments and to meet expenses related to the administration of the Fund, paying claims to the participants including Re-Takaful arrangements etc.
- 1.20. **Qard-e-Hasan:** Means an interest-free loan to the PTF from the Operator's Fund, when the PTF is in deficit and/or to fulfill cash flow requirements.
- 1.21. **Registered Insurer:** Means an insurer registered with the Commission under section 7 of the Ordinance to transact life or non-life business.
- 1.22. **Re-Takaful:** Means an arrangement consistent with sound Takaful principles for re-Takaful of liabilities in respect of risks accepted or to be accepted by the Operator in the course of Takaful business and includes ceding risks from PTF/Takaful pool(s) managed by the Operator to one or more re-Takaful pool(s) managed by one or more re-Takaful operator(s) having Takaful Pool, in line with Takaful principles.



- 1.23. **Shari'ah Advisor:** Means Shari'ah Advisor of the Operator or a committee or a board comprising more than one Shari'ah Advisors working in such capacity.
- 1.24. **Shareholders' Fund / Window Takaful Operator's Fund:** Means the Fund (hereby called SHF or TOF) pertaining to shareholders being maintained by the Window Takaful Operations as per the Statutory requirements and shall consist of the allocation out of paid up capital and undistributed profits to the Shareholders earned by the Window Takaful Operations.
- 1.25. **Settlor:** See Waqif.
- 1.26. **Supplementary Deed:** Means any Supplementary Deed of the Waqf Deed created Deeds under clause 8.4 of the Waqf Deed.
- 1.27. **Surplus:** Means the excess in the PTF, that is, excess amount at any point in time, admissible assets in PTF after covering the liabilities of PTF.
- 1.28. **Takaful Benefit:** Means any benefit, whether pecuniary or otherwise, which is secured by a Takaful Contract.
- 1.29. **Takaful Contract:** Means any contract of Takaful.
- 1.30. **Takaful Contribution:** See Contribution.
- 1.31. **Takaful Operator:** Means IGI Insurance Limited – Window Takaful Operations.
- 1.32. **Takaful Rules:** Means Takaful Rules-2012, issued by SECP (or any successor for the time being in force).
- 1.33. **Wakalah Based Contract:** Means a Takaful Contract based on the principle of Wakalah (agency).
- 1.34. **Wakalah Fee:** Means the Waqf Fund management charges.
- 1.35. **Waqf:** See Waqf Fund.
- 1.36. **Waqf Fund:** See Participant Takaful Fund (PTF).
- 1.37. **Waqif (Settlor):** Means IGI Insurance Limited– Window Takaful Operations in its capacity as Waqif or Settlor of the Waqf. The term Settlor or Operator or Mutawalli may be used interchangeably.
- 1.38. **Window Takaful Operator:** Means a Registered insurer authorized under Takaful Rules-2012 to carry on Takaful business as window operation in addition to Conventional Insurance business i.e. IGI Insurance Limited – Window Takaful Operations.



Unless the context otherwise requires, words or expressions contained in this Deed shall have the same meaning as in the Companies Ordinance, 1984, Insurance Ordinance, 2000 and Takaful Rules-2012; and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include feminine, and words importing persons shall include corporate entities.

## 2. OBJECTIVES AND PURPOSES OF WAQF

- 2.1. To house in itself PTF and for the benefits of its members;
- 2.2. To operate one or more Participants Takaful Funds;
- 2.3. To receive contributions, donations, gifts, charities etc., from the Participants and others;
- 2.4. To receive, process and settle claims of losses of the participants;
- 2.5. To extend financial assistance or other relief to the Participants/Members against benefits defined as per the PTF Policies, the PMD and any Takaful Supplementary Benefit Document(s);
- 2.6. To extend charities approved by the Shari'ah Advisor (SA) in cases specified in this Waqf Deed;
- 2.7. To invest monies of the PTF in and subscribe for, take, acquire, trade or deal in, instruments such as shares, stocks, Sukuks, bonds, securities or instruments of redeemable capital of any other company, institution, mutual fund, corporation or body corporate or any other manner strictly in accordance with Shari'ah guidelines as approved by the SA;
- 2.8. To create and fund different reserves as the Mutawalli and the Shari'ah Advisor may deem appropriate;
- 2.9. To do all such other things/acts/objects as are incidental or conducive to the attainment of the above objects or any of them with the due approval of SA in so far these are not repugnant to any of the provisions of the Takaful Rules;
- 2.10. This Waqf shall act through a Mutawalli which in this case shall be IGI Insurance Limited – Window Takaful Operations;
- 2.11. The Mutawalli shall manage the Waqf and its properties prudently and efficiently under Shari'ah guidelines;
- 2.12. Investments of the Waqf funds shall be made in short term and long term Shari'ah-compliant instruments based on the short term and long term monetary requirement of the Waqf.



### 3. MAAL-E-MAUQOOF /WAQF PROPERTY AND CEDING AMOUNT

- 3.1. The Ceded amount or Waqf Money, which shall be wholly used to acquire immovable Waqf property;
- 3.2. The Mutawalli or some other person may also contribute to the ceding amount, which shall upon so ceded attain the full character of the sum ceded under this Deed and shall not be ever used up other than into immovable property with perpetual Waqf characteristics;
- 3.3. The profits on the ceding amount will be the ownership of the Waqf and can be used to pay benefits to the Participants or defray the Waqf expenses.

### 4. ASSETS OF THE PTF

- 4.1. The assets of the PTF shall primarily comprise of:
  - a. Revenue generated from Maal-e-Waqf (Waqf property)
  - b. The Takaful contributions received from the participants by way of Tabarru', donations, gifts and other contributions, etc.;
  - c. Wakalah Fee (Commission) from Re-Takaful Operator;
  - d. Claims from Re-Takaful Operator;
  - e. Income or incomes derived from investments etc. made by the PTF;
  - f. All rewards, donations from Re-Takaful Operators'; and
  - g. Salvages or income of salvages & Recoveries.
- 4.2. Except for Mal-e-Waqf, all the balance amounts may be utilized for offsetting the PTF's liabilities including liabilities in respect of payments of benefits to the participants of the Fund.



### 5. MAUQOOF ALAIHI (BENEFICIARIES) AND ELIGIBILITY FOR THE BENEFITS FROM PTF

- 5.1. All participants, after filling Proposal Form and availing the policy document, once paid the contributions by way Tabarru' into the PTF will become the **Mauqoof Alaihi** (beneficiary) of the PTF and shall be eligible for the benefits specified in the PMD;
- 5.2. If any participant/Member does not pay the full contribution as undertaken by him in the relevant proposal, policy or contract, the Waqf may recover such outstanding contributions against that Member or in other case, may withdraw from its benefits to the participant.

### 6. BENEFITS FROM THE WAQF

- 6.1. The Waqf shall pay benefits only to the Members for Defined Losses specified in Participants Membership Documents (PMD).

- 6.2. A person who is a member for the period during which surplus is calculated will be eligible to receive a share in the surplus as may be determined on some reasonable basis by the Waqf.
- 6.3. A person leaving the Membership of the PTF may be given by the Waqf as much amount as approved by the Shari'ah Advisor from time to time.

## 7. MUTAWALI'S OBLIGATIONS

- 7.1. The Shareholders of IGI Insurance Limited – Window Takaful Operations being a Waqif of this Waqf shall also act as Mutawalli of this Waqf.
- 7.2. The Mutawalli shall perform all functions necessary for the operations of the Waqf including, but not limited to the following:
- Receiving Takaful Contributions by way of Tabarru' and donations from the participants;
  - Utilizing these donations for the benefits of all the Participants, who are beneficiaries of this Waqf;
  - Acting as Wakeel in order to manage, use and invest the funds in the best interests of the Waqf.
  - Mutawalli will determine the amount and rate of contribution.
  - The Mutawalli will determine the benefits to be paid to members.
- 7.3. The Mutawalli agrees to operate the Waqf fund in consideration of a 'Wakalah' Fee. The said fee shall be a reasonable sum to be determined in consultation with the Shari'ah Advisor.
- 7.4. Underwriting will be done prudently and in accordance with Shari'ah guidelines. In case any loss is incurred in the fund due to deliberate default or misconduct on the part of the Mutawalli, the fund shall be entitled to compensation from the Mutawalli.
- 7.5. The Mutawalli shall be entitled to appoint intermediaries for business acquisition and to perform any or all functions related thereto.
- 7.6. The Mutawalli shall incur expenses for the administration of the Waqf, including:
- General and administrative expenses;
  - Other costs incurred for the Takaful operations and management of investments.
- 7.7. The Mutawalli shall arrange infrastructure and other facilities for the Takaful operations and therefore acquire fixed and other assets and incur such other expenditures.

## 8. MUTAWALI'S RIGHTS

- 8.1. The Mutawalli will have a right to receive Wakalah Fee in consideration of the management of the operations of the Waqf.



7 *[Signature]*

- 8.2. Waqf will give above mentioned fees to the Mutawalli from the contributions or donations by way of Tabarru'it receives the amount of which will be determined mutually from time to time by the Waqf and the Mutawalli under consultation by the Shari'ah Advisor. This fee may either be in the form of a fixed and defined lump sum amount or a fixed percentage of donations and contributions received by the Waqf. The Mutawalli can deduct its remuneration up-front.
- 8.3. In addition to the relation of a Mutawalli with the Waqf, the Mutawalli also has a relation of a Mudarib i.e. the excess funds of the Waqf are invested and the Mutawalli shall charge Mudarabah share from the income of the investments for managing those investments. In addition, the Mutawalli while working as a Mudarib shall also invest the amount kept in reserves created out of the Waqf and the profits derived therein. These investments can also be made on the basis of Wakalatullstismar; and a lump sum or a percentage of investments can be charged by the Mutawalli, however, approval of the SA shall be mandatory.
- 8.4. **Mutawalli** shall be entitled to make such Supplementary Rules or Sub-Rules for each class of Takaful business as may be deemed necessary. The same shall be approved by the Shari'ah Advisor and thereafter be filed with the Commission.
- 8.5. **Mutawalli** shall have a first right of return in respect of the amount provided as Qard-e-Hasan to any PTF or sub fund of PTF.
- 8.6. **Mutawalli** shall have a right to make deductions from the PTF as are enunciated in the clause 10.2 of this Deed.
- 8.7. Notwithstanding anything contained above the Mutawalli shall have all such other rights as may be deemed necessary, however approval of SA will be required.

## 9. APPOINTMENT OF SHARI'AH ADVISOR

- 9.1. The Operator shall appoint a Shari'ah Advisor (SA) under the Takaful Rules, to supervise the activities of the Waqf in accordance with the Shari'ah principles.
- 9.2. SA shall be responsible for the approval of products, documentation, as well as, approval of all operational practices and investment of the Waqf etc.
- 9.3. The SA shall have the power to review the records of the Mutawalli to ensure its compliance with Shari'ah.
- 9.4. At its sole discretion, the Operator may decide to appoint a board or committee comprising more than one Shari'ah Advisor. In such situation the roles and responsibilities of the Shari'ah Advisor shall be performed by the Shari'ah board / committee.





## 10. THE INCOME OF AND OUTGO FROM THE WAQF

10.1. The income of the Waqf shall consist of the following, but not limited to, namely:

- a. Revenue generated from Maal-e-Waqf (Waqf property)
- b. Takaful Contributions received by way of Tabarru' from the Participants;
- c. Claims from Re-Takaful Operator;
- d. Income or incomes derived from investments etc. made by the PTF;
- e. All rewards, Surplus, donations from Re-Takaful Operators;
- f. Salvages or income of salvages & Recoveries;
- g. Qard-e-Hasan by the Shareholders' Fund to the PTF (in case of deficit or cash flow requirement); and/or
- h. Any donation made by the Operator.

10.2. The outgo from the PTF shall consist of the following, but not limited to, namely:

- a. Wakalah Fee to the Operator;
- b. Contributions paid to re-Takaful Operator;
- c. Claims and costs related to claims to the participants;
- d. Takaful Operator's share of the investment profits of the Waqf as Mudarib, or a percentage of the funds as Wakalah fees for investment management or any other combination thereof approved by the Shari'ah Advisor;
- e. Return of Qard-e-Hasan to the shareholders; and/or
- f. Surplus distributed to the Participants.

## 11. RE-TAKAFUL

11.1. The Mutawalli shall make arrangement consistent with sound Takaful principles for Re-Takaful of liabilities in respect of risk accepted or to be accepted in the course of Takaful business and includes ceding risk from Takaful pools managed by one or more Re-Takaful operator(s) in line with the Takaful principles.

11.2. The Mutawalli shall, from time to time, decide the contribution amount to the Re-Takaful operator based on the risks in the best interest of the Waqf.

11.3. All these arrangements will be made by the Mutawalli and accordingly it would do all acts on behalf of the Waqf to finalize the agreements in accordance with Shari'ah Guidelines.

## 12. INVESTMENTS

12.1. The Mutawalli will invest the excess funds of the PTF seeking Takaful protection and reserves for investment. The profits earned would again be deposited into the same fund.



12.2. The Mutawalli would make appropriate arrangement to identify instruments that are strictly Shari'ah compliant. These investments would be made in avenues specified in the Takaful Rules as:

- a. Deposit in remunerative accounts of various approved institutions;
- b. Placements in approved institution in various maturity periods;
- c. Investment in Shari'ah compliant securities in the Stock exchange;
- d. Investment in real estate;
- e. Investments through Islamic Banks;
- f. Other Investments in consultation with the Shari'ah Advisor.

### 13. SURPLUS

13.1. Surplus distribution mechanism shall be devised in consultation and approval of the SA.

### 14. RESERVES

14.1. Subject to the provisions of the Ordinance, technical reserves required to be setup in the Waqf; and shall consist of the following reserves or any one of them, or any combination of two or more of them or such reserves as the Takaful Mutawalli may require to be provided, namely:

- a. Contingency reserve
- b. Reserve for the Qard-e-Hasan to be returned in future
- c. Surplus equalization reserve
- d. Unearned contribution reserve
- e. Incurred but not reported reserve
- f. Deficiency reserve



14.2. In addition to the above, the Waqf would be allowed to form a reserve fund for future situation from the contribution received and the profit earned on the investments. These funds would also be the property of the Waqf and the profit received on it would also be treated as a property of the Waqf.

### 15. POWER TO MAKE RULES

15.1. The Mutawalli shall be and is hereby empowered to make Rules to effectuate the implementation of this Waqf Deed and the Objects of the Waqf within the framework of this Deed subject to approval of SA.

### 16. DISSOLUTION

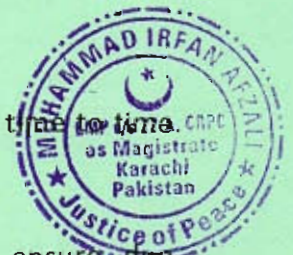
16.1. In the event of dissolution of this Waqf, the surplus, the donations, and the reserves in the PTF shall be given, after discharging all liabilities into another similar Waqf run by the Mutawalli or a charity to the needy people. The Waqf property and/or ceding amount may be transferred with the approval of Shari'ah

Advisor to another Waqf formed for similar or any other purpose. However the shareholders of the Operator will not be entitled to any of the aforesaid amounts.

- 16.2. If after discharging the entire liabilities of PTF there is a surplus, it would first be used to repay any remaining payment of Qard-e-Hasan. If the surplus is not sufficient to repay the entire Qard-e-Hasan, it would be repaid to the extent that there is a surplus in the PTF. If there is a surplus even after paying the liabilities and Qard-e-Hasan, it would either be distributed to the participants or given to the charity as advised by the SA.
- 16.3. However, in the above clause, if the Operator has created sub-funds, the surplus (before Qard-e-Hasan) in any sub-fund would first be used to offset deficit in any other sub-fund, if any.
- 16.4. If the PTF is not sufficient to pay entire liabilities of PTF, the deficit would be funded by the Operator from the deposit made by the Operator under the Takaful Rules in form of a donation for which the Operator hereby undertakes. In case the deficit is still there, the remaining amount would be funded by the Takaful Operator from its paid-up capital and reserves, in form of a donation for which the Operator hereby undertakes.
- 16.5. The Mutawalli shall be entitled to recover all related expenses from the Waqf at the time of its liquidation.

## 17. GENERAL

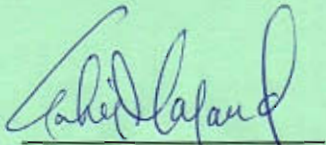
- 17.1. This Deed shall be governed by the laws in Pakistan applicable from time to time on the Operator and the Waqf fund.
- 17.2. Notwithstanding anything contained herein, the Operator shall ensure compliance with all applicable laws for the time in force and Shari'ah Principles.
- 17.3. This Deed shall be irrevocable and shall not be altered or amended in any manner, whatsoever.
- 17.4. Notwithstanding the irrevocability of this Deed, the Settlor shall be empowered to execute such number of Supplementary Deeds as are Deemed necessary for legal and operational reasons. However, all such deeds shall be executed with the prior approval of the SA.

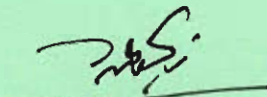


IN WITNESS HEREOF the deed is executed hereunto respectively the 28<sup>th</sup> day of February 2017 here-in-above written.

For and on behalf of


IGI Insurance Limited (Window Takaful Operations)

  
Chief Executive Officer

  
Shari'ah Advisor



WITNESSES

1.   
\_\_\_\_\_

2.   
\_\_\_\_\_

Name: ATIF SHAMIM SYED

Name: Najeem Ahmed

Address: C/O IGI Insurance LTD.

Address: C/O IGI Insurance Ltd.

KARACHI

Karachi

CNIC# 42101-8690135-1

CNIC# 42201-0385460-9

**ATTESTED**  
**Muhammad Irfan**  
**Afzal**  
**Justice of Peace**  
**EMP u/s 22-A, CRPC**  
**as Magistrate**  
**Karachi-Pakistan**