

OFFERING DOCUMENT OF ATLAS INCOME FUND (AIF)

Date of Publication of Offering Document March 09, 2004.

(Managed by Atlas Asset Management Company Limited registered under the Asset Management Companies Rules, 1995, now replaced by Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (NBFC) Rules)

PART I – INTRODUCTION (AMENDED)

- a) Atlas Income Fund (AIF) has been established in Pakistan by a Trust Deed, dated February 20th, 2003 registered under the Trusts Act, 1882 (11 of 1882) between Atlas Asset Management Company Limited (AAMCL), as the Management Company and Muslim Commercial Financial Services (Private) Limited (MCFS), as the Trustee, and is authorized under Rule 10 of the Asset Management Companies Rules, 1995, now replaced by Rule 67 of the NBFC Rules, 2003.
- b) If you have any doubt about the contents of this Offering Document, you should consult one or more from amongst your legal adviser, stock broker, bank manager, or other financial adviser. Investors must recognize that all investments involve varying levels of risk. The portfolio of AIF consists of market-based investments and is subject to market fluctuations and risks inherent in all such investments. The value of Units in AIF may appreciate as well as depreciate, and consequently the level of dividend declared by AIF may get affected to that extent. Investors are requested to read the Risk Disclosure and Disclaimer statement contained in paragraph 5.15 and 5.16 of this Offering Document.

Initial Period March 22, 2004 to March 26, 2004 during banking hours.



PART II – REGULATORY APPROVAL AND CONSENT

2.1 Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (Commission) has authorized the offer of units of AIF (Scheme) under Rule 10 of the Asset management Companies Rules, 1995, now replaced by Rule 67 of the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (NBFC Rules). The Commission has approved this Offering Document, under Rule 70 of the NBFC Rules.

It must be distinctly understood that in giving this approval, the Commission does not take any responsibility for the financial soundness of AIF nor for the accuracy of any statement made or any opinion expressed in this Offering Document.

This Offering Document is governed by the provisions of the Trust Deed. It sets forth information about AIF that a prospective investor should know before investing in Units of AIF. Prospective investors should consult one or more from amongst their stock broker, bank manager, legal adviser or other financial adviser. Please refer to sub paragraph 5.15 and 5.16 of this Offering Document.

2.2 Filing of the Offering Document (ADDITIONS INTRODUCED-PLEASE REFER TO SUPPLEMENT AT THE END OF THIS DOCUMENT.)

The Management Company has filed a copy of this Offering Document signed by the Chief Executive along with the documents (1) to (8) below with the Commission. Certified copies of these documents can be inspected at the registered office of the Management Company or the place of business of the Trustee, at addresses provided in the paragraph 4.1 of this Offering Document.

- (1) Trust Deed (Deed) of AIF dated February 20, 2003 between Atlas Asset Management Company Limited (the management company), as the establisher and Muslim Commercial Financial Services (Private) Limited, as the Trustee;
- (2) The Transfer Agent Agreement dated August 21, 2003 between the Management Company and Muslim Commercial Bank Limited.
- (3) Two Letters dated September 17, 2003, and March 03, 2004 from Messrs. Hameed Chaudhri & Company Chartered Accountants Auditors of AIF, consenting to the issue of statements and reports appearing in Part XVI of this Offering Document.
- (4) The Commission's letter no. SC/MF-DD(MS)/363/2002 dated October 08, 2002 registering Atlas Asset Management Company Limited as an asset management company together with the Certificate of Registration;
- (5) The Commission's letter no. SC/MF-DD(MS)/423/2002 dated November 20 2002 approving the appointment of Muslim Commercial Financial Services (Private) Limited as the Trustee of AIF;
- (6) The Commission's letter no. SC/MF-DD(MS)/172/2003 dated March 21, 2003 authorizing AIF;
- (7) License for undertaking Asset Management Services issued by Commission under its letter no. NBFC-40/AMC/03/2003 dated June 16, 2003 under NBFC rules;
- (8) The Commission's letter's no. NBFC-II-JD (R)/Atlas-AIF-639 dated November 21, 2003, and no. NBFC-II/JD (R)/Atlas-AIF/214/2004 dated March 09, 2004 approving this Offering Document.

PART III – DEFINITIONS

All defined terms used in this Offering Document are those defined in the Trust Deed.

Unless the context requires otherwise the following words, terms or expressions, used in this Offering Document, shall have the meaning respectively assigned to them viz:

- 3.1 "Accounting Date" means in case of the final Accounting Period, the date on which money required for the final distribution is transferred to the Distribution Account, and in any other case the thirtieth

day of June in each year provided that the Management Company with the written consent of the Trustee, changes such date to any other date and such change shall be intimated to the Commission.

- 3.2 “Accounting Period” means a period ending on and including an Accounting Date and commencing (in case of the first such period) on the date on which the Deposited Property is first paid or transferred to the Trustee and (in any other case) from the end of the preceding Accounting Period.
- 3.3 “Account Statement” means statement of transactions in Units in the folio of the Holder.
- 3.4 “Administrative Plans” mean investment plans offered by Management Company, where such plans allow investors a focused investment strategy in any one or a combination of unit trust schemes managed by the Management Company and for which the Trustee is appointed as the trustee.
- 3.5 “AMC” means Asset Management Company.
- 3.6 “Audit Date” means the date on which the Auditor issues its report in respect of the Scheme’s balance sheet and income and expenditure account for the corresponding Accounting Period.
- 3.7 “Auditor” means the Auditors of the Trust appointed by the Management Company, as per the Rules.
- 3.8 “Authorized Branch” means those branches of the Distributors authorized by the Management Company.
- 3.9 “Authorized Investment” means Pakistan origin investments transacted, issued, traded or listed inside and outside Pakistan and includes any of the following:
- (a) Bonds, debentures, debenture stock, participation term certificates, term finance certificates, Euro bonds, Global Deposit Receipts (GDR) and other asset backed or mortgage backed securities. Such investments shall include those for ready as well as those for future settlements; **(AMENDED)**
 - (b) Treasury bills and other Government Securities;
 - (c) Money Market instruments, Certificates of Deposit and Bankers’ Acceptances;
 - (d) Deposits in Banks or with financial institutions;
 - (e) Investment in any debt security that may or may not be listed on the Stock Exchange as per the requirement of the NBFC Rules; and
 - (f) Repurchase transactions (REPO’s) and reverse REPO’s including Carry Over Transactions (COT). Purchase or sale of a security for ready settlement and the reverse thereof (sale or purchase, as the case may be for future settlement.

but does not include Restricted Investments mentioned in paragraph 3.52 & 5.3b of this Offering Document.

- 3.10 “Back-end Load” means Sales Load deducted from the Net Asset Value in determining the Redemption Price
- 3.11 “Bank” means a banking company licensed under the Banking Companies Ordinance, 1962 or any other regulation for the time being in force.
- 3.12 “Bank Accounts” means those accounts the beneficial ownership of which rests in the Holder and for which the Trustee has been appointed the trustee.
- 3.13 “Broker” means any person engaged in the business of effecting transactions in securities for the account of others.
- 3.14 “Business Day” means a day on which Banks are open for business in Pakistan.
- 3.15 “Carry Over Transaction (COT)” means a form of financing through the Stock Exchange consisting of two simultaneous transactions, the first for purchase of an underlying security (shares) on the following



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- scheduled settlement date for the security and the second for selling back the security for the immediately subsequent settlement date.
- 3.16 “Certificate” means the definitive certificate acknowledging the number of Units registered in the name of the Holder issued at the request of the Holder pursuant to the provisions of the Trust Deed.
- 3.17 “Companies Ordinance” means the Companies Ordinance, 1984, as amended from time to time.
- 3.18 “Commission” means the Securities and Exchange Commission of Pakistan, established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997.
- 3.19 “Connected Person” shall have the same meaning as in the Rules.
- 3.20 “Constitutive Document” means the Trust Deed that is the principal document governing the formation, management or operation of the Trust, the Offering Document and all material agreements in relation to the Trust.
- 3.21 “Contingent Load” means Sales Load payable on redemption of Units within a certain number of years from the date of purchase and/or at a rate declining for every year Units are held.
- 3.22 “Core Investors” means the initial investors, who shall be required to subscribe to and to collectively hold number of Units of par value of not less than two hundred fifty million Rupees (Rs. 250,000,000) for the minimum two years from the date of payment in full of such Units.
- 3.23 “Core Units” means such Units of the Trust that are issued to Core investors with the condition that these are not redeemable for a period of two years from the date of issue. However, such Units are transferable with this condition and shall rank *pari passu* with all other units save for this restriction. Any transfer of these Core Units, during the first two years of their issue, shall be affected only on the receipt by the Transfer Agent of a written acceptance of this condition by the transferee and the Management Company will, prior to such transfer intimate the Commission.
- 3.24 “Custodian” means a Bank that may be appointed by the Trustee with the approval of the Management Company to hold and protect the Deposited Property or any part thereof as custodian on behalf of the Trustee and the said appointment will be intimated to the Commission.
- 3.25 “Deposited Property” means the aggregate proceeds of the sale of all Units at Offer Price after deducting therefrom or providing thereout any applicable Sales Load and Duties and Charges and includes the Investment and all income, profit and other benefits arising therefrom and all cash and other assets movable or immovable and property of every description for the time being held or deemed to be held upon trust by the Trustee for the benefit of the Holders pursuant to the Trust Deed but does not include any amount standing to the credit to the Distribution Account.
- 3.26 “Discount Rate” means the rate at which the State Bank of Pakistan makes funds available to banks for short periods against the collateral of government bonds; and if no longer published then the substitute thereof.
- 3.27 “Distribution Account” means the account (which may be a current, saving or deposit account) maintained by the Trustee with a Bank approved by the Management Company in which the amount required for the distribution of income to the Holders shall be transferred.
- 3.28 “Distributor/Distribution Office” means a company, firm or a Bank appointed by the Trustee with the approval and instructions of the Management Company for performing the Distribution Function and shall also include the Management Company itself, if it performs the Distribution Function.
- 3.29 “Distribution Function” means with regard to:
- (a) Receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
 - (b) Issuing of receipts in respect of (a) above;

- (c) Issuing Units to the applicants in accordance with the terms of the Scheme.
 - (d) Interfacing with and providing services to the Holders including receiving redemption applications, transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission, in accordance with the instructions given by the Management Company or the Trustee, to the Management Company or the Transfer Agent as appropriate; and
 - (e) Accounting to the Trustee for all (1) moneys received from the applicants for issuance of Units; (2) payments made to the Holders on redemption of Units; and (3) expenses incurred in relation to the Distribution Function.
- 3.30 “Duties and Charges” means in relation to any particular transaction or dealing all stamp and other duties, taxes, government charges, brokerage, bank charges, transfer fees, registration fees and other duties and charges whether in connection with the constitution of the Deposited Property or the increase or decrease of the Deposited Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investments or in respect of the issue, transfer, cancellation or replacement of a Certificate or otherwise which may have become or may be payable in respect of or prior to or upon the occasion of the transaction or dealing in respect of which such duties and charges are payable but do not include the remuneration payable to the Distribution Office or any commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.
- 3.31 “Formation Cost” means all preliminary and floatation expenses of the Trust including expenses in connection with authorization of the Scheme, execution and registration of the Constitutive Document, issue, circulation and publication of the Offering Document and all expenses incurred during the Initial Period.
- 3.32 “Front-end Load” means the Sales Load that is included in the Offer Price of Units.
- 3.33 “Government Securities” means securities and other instruments issued and to be issued by any Federal or Provincial Government of the Islamic Republic of Pakistan and/or State Bank of Pakistan, including but not limited to Federal Investment Bonds, Pakistan Investment Bonds and any securities/ instruments replacing or substituting the foregoing from time to time.
- 3.34 “Holder” or “Unit Holder” means the investors for the time being entered in the Register as owner of a Unit, including investors jointly so registered pursuant to the provisions of the Trust Deed.
- 3.35 “Initial Period” or “Initial Offering Period” means a period determined by the Management Company not exceeding ninety days during which Units will be offered at the Initial Price in terms of this Offering Document.
- 3.36 “Initial Price” means the price per Unit during the Initial Offering Period determined by the Management Company.
- 3.37 “Investment” means any Authorized Investment forming part of the Deposited Property.
- 3.38 “Investment Facilitator/Sales Agent” means an individual, firm, corporate or other entity appointed by the Management Company to identify, solicit and assist investors in investing in the Scheme. The Management Company shall compensate the Investment Facilitators/Sales Agents out of the Sales load collected by it in the Offer Price. The Investment Facilitators/ Sales Agents shall be appointed by the Management Company at its sole risk and responsibility.
- 3.39 “Net Assets” shall have the same meaning as in the Rules.
- 3.40 “Net Asset Value” or “NAV” means per Unit value of the Trust arrived at by dividing the Net Assets by the number of Units outstanding.
- 3.41 “No Sales Load” means no Sales Load payable on sale or redemption of Units.
- 3.42 “Offer Price” means the sum to be paid to the Trustee for issuance of one Unit, such price to be determined pursuant to sub-paragraph 7.3 (c) of this Offering Document.



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- 3.43 “Offering Document” means the prospectus, advertisement or other document (approved by Commission), which contains the investment and distribution policy and all other information in respect of the Scheme, as required by the Rules and is calculated to invite offers by the public for purchase of Units in the Unit Trust.
- 3.44 “Ordinance” means the Securities and Exchange Ordinance, 1969, as amended from time to time.
- 3.45 “Par Value” means the face value of a Unit that shall be Rupees Five Hundred (Rs. 500) or such other amount as may be determined by the Management Company in consultation with the Trustee from time to time and such other amount shall be intimated to the Commission.
- 3.46 “Permitted Amendments” is defined in clause 33.3 of the Trust Deed and sub paragraph 5.6 (3) of this Offering Document.
- 3.47 “Personal Law” means the law of inheritance and succession as applicable to the individual Unit Holder.
- 3.48 “Redemption Price” means the amount to be paid to the relevant Holder of a Unit upon redemption of that Unit, such amount to be determined pursuant to sub-paragraph 7.3(d) of this Offering Document.
- 3.49 “Register” means the Register of the Holders kept pursuant to the Rules and the Trust Deed.
- 3.50 “Registrar Functions” means the functions with regard to:
- (a) Maintaining the Register;
 - (b) Receiving application for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
 - (c) Processing requests for issue, redemption, transfer and transmission of Units and requests for recording of lien/pledge/charge or for recording of changes in information/particulars/data with regard to the Holders;
 - (d) Issuing Account Statements to Holders;
 - (e) Issuing Certificates including Certificates in lieu of undistributed income to Holders;
 - (f) Dispatching income distribution warrants and allocating Units to Holders on re-investment of dividends as per Clause 30.4 of the Trust Deed; **(AMENDED)**
 - (g) Canceling old Certificates on redemption or replacement;
 - (h) Maintaining record of lien/pledge/charge; and
 - (i) Keeping record of change of addresses/other particulars of the Holders.
- 3.51 “Reporting Currency/Base Currency” means the currency used in presenting the financial statements which will be the Pakistani Rupee.
- 3.52 “Restricted Investments” means the following:
- (a) Shares forming the part of a company’s equity;
 - (b) Bearer securities;
 - (c) Securities on margin;
 - (d) Securities which result in assumption of unlimited liability (actual or contingent);
 - (e) Commodities or commodity contracts; and

- (f) Real estate or interest in real estate save and except in securities which are secured by real estate or interests therein or issued by companies that invest in real estate or interest therein and are approved by the Management Company;
- 3.53 “Rules” means the Asset Management Companies Rules, 1995, now replaced by Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, as amended from time to time.
- 3.54 “Sales Load” means the sales and processing charge or commission (excluding Duties and Charges) not exceeding two percent (2%) of the Net Asset Value, which may be included in the Offer Price of certain class or deducted from the Net Asset Value in order to determine the Redemption Price of certain classes of Units. The Management Company may apply different levels of Sales load for different Plans under the AIF.
- 3.55 “Stock Exchange” means Karachi Stock Exchange, Lahore Stock Exchange, Islamabad Stock Exchange or any other stock exchange registered under section 5 of the Ordinance.
- 3.56 “Subscription Day” means every Business Day provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days notice in at least one English and one Urdu newspaper widely circulated in Pakistan, declare any particular Business Day not to be a Subscription Day.
- 3.57 “Supplementary Offering Document” means a document issued by the Management Company, in consultation with the Trustee, after seeking approval of the Commission, describing the special features of an administrative plan offering investment in the Atlas Income Fund or a combination of the Atlas Income Fund and other schemes managed by the Management Company, or any amendments made to the Offering Document.
- 3.58 “Transfer Agent” means a company including a Bank that the Management Company may appoint for performing the Registrar Function. **(AMENDED)**
- 3.59 “Trust” or “Unit Trust” means the Unit Trust constituted by the Trust Deed for continuous offers for sale of Units.
- 3.60 “Unit” means one undivided share in the Trust.

Words and expressions used but not defined herein shall have the meanings assigned to them in the NBFC Rules. Words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural words, “written” or “in writing” include printing, engraving, lithography, or other means of visible reproduction.

PART IV – CONSTITUTION OF THE SCHEME

4.1 Constitution (ADDITIONS INTRODUCED-PLEASE REFER TO SUPPLEMENT AT THE END OF THIS DOCUMENT.)

AIF is constituted by a Trust Deed entered into at Karachi on February 20, 2003 between:

- (1) Atlas Asset Management Company Limited (AAMCL), a company incorporated under the Companies Ordinance 1984, with its registered office at Ground Floor, Federation House, Sharae Firdousi, Clifton, Karachi-75600 as the establisher and the Management Company; and
- (2) Muslim Commercial Financial Services (Private) Limited (MCFS), a company incorporated under the Companies Ordinance 1984, with its registered office at 2nd Floor, Adamjee House, I.I. Chundrigar Road, Karachi –74000, as the Trustee, and with place of business as Trustee of AIF at 9th Floor, Sheikh Sultan Trust, Building No. 1, Beaumont Road, Karachi-75530.

The Trustee is a wholly owned subsidiary of Muslim Commercial Bank Limited, a banking company incorporated in Pakistan having its registered office at 2nd Floor, Adamjee House, I.I. Chundrigar Road, Karachi-74000.



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4.2 Duration

The duration of AIF is perpetual. However, it can be wound up by the Commission or by the Management Company on the occurrence of certain events as stated in Part XIX of this Offering Document under the heading "Termination of Atlas Income Fund".

PART V – INVESTMENT OBJECTIVES AND RESTRICTIONS

The purpose of introducing AIF is to provide investors a one-window facility to invest in diversified portfolio offering good returns. The Units aim at providing consistent growth in the investments for investors who have a low risk appetite.

Consistent with this policy, AIF will invest in a diversified portfolio of investment grade debt securities, Government Securities, money markets instruments, repurchase transactions (REPOs) and reverse REPOs including Carry Over Transactions (COT).

5.1 Investment Objectives

AIF aims at achieving a good rate of current income consistent with reasonable concern for safety of principal and to provide the investors with liquidity and the facility to join or leave the fund at their convenience.

5.2 Investment Policy

- a) AIF will invest in corporate debt instruments and Government securities. In selecting portfolio securities, AIF will, consider individual credit risks, but it may be understood that market value of even high quality fixed-rate securities will fluctuate with change in interest rate levels. The percent of the assets in various types of securities will vary in the light of investment objective, prevailing market conditions and exposure limits as laid down in the Rules. Any particular security will be sold, and the proceed reinvested, whenever, such action is deemed prudent in light of the investment objectives of AIF, regardless of the holding period of such security.
- b) AIF will enter into repurchase agreements, under which it will acquire ownership of debt security and seller will agree at the time of the sale, to repurchase the obligation at a mutually agreed-upon time and price, thereby determining yield during the holding period. The AIF will enter into such agreement only with credit worthy institutions.
- c) Subject to regulation of the Stock Exchanges and any condition laid down by Commission, AIF will enter into carry over transactions (COT), which is a form of financing transacted through the stock exchanges. It consists of two simultaneous transactions, the first for purchase of an underlying security (shares) on the next settlement date and the second for selling back the security at a higher price for subsequent settlement date.
- d) AIF will enter into transactions aimed at earning a spread in the price of shares resulting from the timing difference between ready and future settlements. AIF will buy, in the ready settlement market, and sell, in the future settlement market. Both the transactions will be carried out simultaneously so as to avoid any risk emanating from the movement in the prices of underlying shares.
- e) Subject to such regulatory permissions that may be required, AIF may invest in Pakistan origin investment issued, traded or listed inside & outside Pakistan.
- f) Subject to the Rules and any other applicable law, the Management Company may, on behalf of AIF, write call options on any of the securities held in the portfolio, if there is a market based exit mechanism from options so written. AIF may also buy put options equivalent to any securities held in the portfolio. Under no circumstances shall the Management Company buy or sell options on behalf of AIF that results in an exposure beyond the number of underlying securities held in the portfolio of AIF, The Management Company may, however, buy or sell, call or put options on one or more items (financial or otherwise) that in its opinion would act as a hedge against risk.

- g) AIF may also hold assets in form of cash deposits with banks or financial institutions with the object of maintaining sufficient liquidity to meet the redemption requirements and to take advantage of suitable investment opportunities as and when they arise.
- h) The weightings of the investment mix of the portfolio shall be managed in a manner that reduces the risk of loss in market value of the investment as a result of prevailing market situation, including any major shift in lending rates.

The above Investment Policies will be governed by the Rules and any other conditions imposed by the Commission.

5.3 Investment Restrictions and Exposure Limits

The AIF shall follow the investment restrictions and exposure limits imposed by the Rules. In the event of any changes in the investment restrictions in the Rules, restrictions applicable to AIF shall automatically be applied. The present exposure limits and restrictions are stated below:

- a) Carry Over Transactions (COT), other similar financing or spread transactions shall be restricted to such underlying securities and those with members of recognized stock exchanges where the Management Company is of the view that the underlying securities offer adequate liquidity and that Carry Over Transactions (COT) or other similar financing are administered by the management of the exchange and the clearing house with appropriate safeguards and the Management Company is of the view that relevant member (brokerage house) is of appropriate standing.
- b) AIF will not at any time invest in:
 - 1) Shares forming the part of a company's equity;
 - 2) Bearer Securities;
 - 3) Securities on margin;
 - 4) Securities which result in assumption of unlimited liability (actual or contingent);
 - 5) Commodities or commodity contract;
 - 6) Real estate or interest in real estate save and except in securities which are secured by real estate or interests therein or issued by companies that invest in real estate or interest therein and are approved by the Management Company;
 - 7) Invest in anything other than Authorised Investment as defined herein;
 - 8) Participate in a joint account with others in any transaction;
 - 9) Make short sale of any security or maintain a short position
 - 10) In any security of a company in which any director or officer of the Management Company owns more than 5% of the total nominal amount of the security issued, or, collectively the directors and officers of the Management Company own more than 10% those securities.

In accordance with diversification policy prescribed under the Rules, a Unit Trust Scheme is required not to invest more than twenty five percent of its Net Assets in securities of any one sector as per classification of the stock exchanges.

5.4 Exception to Investment Restrictions

If and so long as the value of the holding in a particular company or sector shall have reached the limit as per paragraph 5.3, the Management Company shall not purchase any further investment in such company or sector. However this restriction on purchase shall not apply to any offer of right offering. In such event, the investment will be brought within the permissible level within six months.

5.5 Transactions with Connected Persons

- a) AIF shall not invest in any security of a company if any director or officer of the Management Company individually owns more than five percent of the total nominal amount of the securities issued of such company, or collectively the directors and officers of the Management Company in their individual capacities own more than ten percent of the securities issued of the said Company.
- b) AIF shall not purchase from or sell any security to the Management Company or the Trustee or to any director, officer or employee of the Management Company or Trustee or to any person

who beneficially owns ten percent or more of the equity of the Management Company or the Trustee.

- c) The Management Company shall not employ as a broker, directly or indirectly, any of its director, officer or employee or a member of a family of such person and enter into transactions with any connected broker, which shall equal or exceed ten percent or more of the transactions of AIF in any one Accounting Period.
- d) For the purpose of sub-paragraphs (a) and (b) and (c) above the term director, officer and employee shall include their relatives including the spouse, parents, children, brothers and sisters and other family members.

5.6 Trust Deed

- 1) The Deed shall be subject to and be governed by the Ordinance, the Rules and all other applicable laws and regulations and it shall be deemed for all purposes whatsoever that all the provisions required to be contained in a trust deed by the Rules are incorporated in the Deed as a part and parcel thereof and in the event of any conflict between the Deed and the provisions required to be contained in a trust deed by the Rules, the latter shall supercede and prevail over the provisions contained in the Deed.
- 2) The terms and conditions of the Trust Deed and any deed supplemental thereto shall be binding on each Holder as if he had been a party to the Deed and so to be bound by Deed's provisions and each Holder authorises and requires the Trustee and the Management Company to do so as required of them by the terms of the Trust Deed.
- 3) The Trustee and the Management Company acting together shall be entitled by the Deed supplemental thereto to modify, amend, alter or add to the provisions of the Deed in such manner and to such extent as they may consider expedient for any purpose, subject only to the approval of the Commission, if so required. Provided that, the Trustee and the Management Company shall certify in writing that, in their opinion such modification, alteration or addition is required pursuant to any amendment in the Ordinance or the Rules or to ensure compliance with any fiscal or statutory requirement or to enable the provisions of the Deed to be more conveniently or economically managed or to enable the Units to be dealt in or quoted on the Stock Exchange or other wise for the benefit of the Holders and that it does not prejudice the interest of the Holders, or any other matter that does not alter the fundamental objects of the Unit Trust or any of them or operate to release the Trustee or the Management Company from any responsibility to the Holders (together the "Permitted Amendments").

Any alteration, amendment or modification or additions to the provisions of the Deed other than those related to Permitted Amendments shall not be made without the approval of the Commission and sanction of resolution of the Holders at a duly convened meeting and held in accordance with the provisions set forth in Schedule (A) of the Deed.

5.7 Open-ended Fund

AIF is an open-ended fund. It is divided into Units having par value of Rupees five hundred (Rs. 500) each. All Units and fractions thereof represent an undivided share in AIF and rank pari passu as to their rights in the net assets earning and receipt of dividend and distributions.

5.8 Units (AMENDED)

AIF shall offer and redeem Units to investors on a continuing basis. There is no lower or upper limit set on the Units to be issued to a single Unit Holder or on the total number of Units to be issued to the public. Fraction of Units will not be issued except on conversion to dividend, as per sub paragraph 11.4(c) of this Offering Document. The Units shall be fully paid before they are issued. The liability of Unit Holders shall be limited to the extent of unpaid amount (if any) on units. Units or fractions thereof may be redeemed for cash by redeeming to AIF. Units are also transferable. Units will be issued in registered uncertificated form and will be confirmed to investors by means of an Account Statement issued by Transfer Agent. Certificate will be issued, if so requested by Unit Holder.

5.9 Initial Offer

The Initial Offer is made during the Initial Period, which will be five Business Days and starts at the start of the banking hours on March 22, 2004 and shall close at the close of the banking hours on March 26, 2004. During the Initial Period, Units will be offered at the Offer Price which will be calculated on the basis of NAV of the previous day, and will not include any sales load. During the Initial Period the Units will not be redeemed.

5.10 Transaction in Units after Initial Period

After the Initial Period, the public sale of Units at Initial Price will be discontinued; the Units can then be purchased at their respective Offer Price and redeemed at their respective Redemption Price (Please refer to paragraph 7.3 of this Offering Document for details). Fractional Units may be issued only for purpose of reinvestment of dividends into Units. The Management Company shall announce the Offer and Redemption Prices on all business days.

5.11 Extraordinary Circumstances

The sale and redemption of units may be suspended during extraordinary circumstances including closure of one or more stock exchanges on which any of the securities traded by AIF are listed, the existence of a state of affairs, which in the opinion of the Management Company, constitutes an emergency as a result of which disposal of any investment would not be reasonably practicable or might seriously prejudice the interest of AIF or of the Unit Holders, or a breakdown in the means of communication normally employed in determining the price of any investment, or when remittance of money can not be carried out in reasonable time and if the Management Company is of the view that it would be detrimental to the remaining Unit Holders to redeem units at a price determined in accordance with the Net Asset Value. The Management Company may announce a suspension or deferral of redemption in such cases. Such a measure shall be taken to protect the interest of the Unit Holders in the event of extraordinary circumstances or in the event redemption requests accumulate in excess of ten percent of the Units in issue. In the event of a large number of redemption requests accumulating, the requests may be processed in a Queue System and under extreme circumstances the Management Company may decide to wind up the AIF (Please refer to paragraph 7.4 of this Offering Document for details).

Such suspension or queue system shall end on the day following the first Business Day on which the conditions giving rise to the suspension or queue system shall in the opinion of the Management Company have ceased to exist and no other condition under which suspension or queue system is authorized under the Deed exists. In case of suspension and invoking a queue system and end of suspension and queue system the Management Company shall immediately notify the Commission and Trustee and publish the same in at least two daily newspapers, one in English and one in Urdu, widely circulating in Pakistan.

5.12 Offering Document

The provisions of the Deed govern this Offering Document. It sets forth information about AIF that a prospective investor should know before investing in any Unit. Prospective investors should consult from one or more of their stock broker, bank manager, legal adviser or other financial adviser.

5.13 Information given in this Document, Responsibility of Management Company

Atlas Asset Management Company Limited accepts the responsibility for the information contained in this Offering Document as being accurate at the date of its publication.

5.14 Borrowing Policy

- a) Limit :At the request of the Management Company, the Trustee may borrow amounts, which shall not exceed in the aggregate fifteen percent of the Net Assets of AIF or an amount as prescribed by the Rules and will be utilized for temporary and defensive purpose only to meet redemption of Units and the amount borrowed shall be paid within ninety days.
- b) Exception : The Trustee/ Management Company shall not be obliged to reduce the borrowing if as result of depreciation in the market value of investments or redemption of Units the Net Asset subsequent to borrowing has been reduced and consequently the limit set in paragraph 5.14 (a) is exceeded.



Atlas Income Fund (AIF)

- c) Pledge : The Trustee may with the approval of the Management Company mortgage, charge or pledge in any manner all or part of the Deposited Property, as is required to secure the borrowings as described above.
- d) Guarantees : Neither the Trustee nor the Management Company shall be required to issue any guarantees or provide security over their own assets for securing such borrowings from banks and financial institutions. The Trustee or the Management Company shall not in any manner be liable in their personal capacities for repayment of such loans or advances.
- e) Liability of Trustee and Management Company : The Trustee or the Management Company shall not incur any liability by reason of any loss to the Trust or any loss that a Holder may suffer by reason of any depletion in the Net Asset Value that may result from any borrowing arrangement made hereunder.

5.15 Risk

- a) The Fund invests in a portfolio of money market investments such as, spread transactions; Carry Over Transactions; investment grade debt securities; money market instruments and short maturity reverse repurchase transactions. Such investments are subject to varying degrees of risk. The risk emanates from various factors that include, but are not limited to;

Inability of the issuer of the instrument, the relevant financial institution or the counter party in the case of reverse repurchase or other arrangement to fulfill their obligations. Increase in lending rates as a result of a change in the supply and demand of liquidity in the market or on account of an increase of the underlying inflation rate.

Break down of law and order, war, natural disasters, etc.

Senior rights of other creditors.

Volatility in prices resulting from their dependence on market sentiment, speculative activity, supply and demand for the securities and liquidity in the market. The volatility in securities prices results in volatility in the NAV based price of the Unit.

The possibility of defaults by participants or failure of the financial markets/stock exchanges, the depositories, the settlements or the clearing system.

Any governmental or court orders restraining payment of principal or income.

- b) Investment in AIF is suitable for investors who have the ability to take the risks associated with financial market investment. Capital invested in the financial markets could in extreme circumstances lose its entire value. However, diversification of the investment into a number of debt securities, money market instruments and repurchase transactions tends to reduce the risk substantially. The historical performance of this Fund, the financial markets or that of any one security or transaction included in the Fund's portfolio does not necessarily indicate future performance.
- c) Prices of Units and income from them may go down as well as up.
- d) Under extraordinary circumstances (refer to paragraph 7.4 of this Offering Document) the Management Company may declare suspension of redemptions, invoke a queue system or announce winding up of the Fund. In such events the investor is likely to have to wait for payment beyond the normal period and the redemption amount so determined may be lower than the price at the time the redemption request was lodged.

5.16 Disclaimer

The Units of AIF are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by the Commission, any Government agency, the Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Core Investors or any other bank or financial institution.

PART VI – ORGANIZATION AND MANAGEMENT**6.1 Management Company**

- a) Shareholders: Atlas Asset Management Company Limited was incorporated on August 20, 2002 and is registered as an asset management company with Securities and Exchange Commission of Pakistan (Commission) on October 08, 2002 and is wholly owned subsidiary of Atlas Investment Bank Limited.

Atlas Investment Bank Limited was set up as a joint venture between the Atlas Group and the Bank of Tokyo-Mitsubishi Limited, Japan, with the Asian Development Bank, Philippines, being the first subscriber. It started operations in 1990. Another sister company, Atlas Lease Limited was formed in 1989 as a joint venture between the Atlas Group, the Bank of Tokyo - Mitsubishi Limited., Japan, and the National Investment Trust, Pakistan. In July 2001, Atlas Lease Limited was merged with the bank. After the merger, the shares of the joint venture partners were taken over by the Atlas Group.

The Bank is uniquely placed for access to local and international professional know-how, experience and financial resources and offers a varied menu of financing and financial services.

The Bank offers a comprehensive range of corporate finance, lease finance, capital markets, brokerage, and advisory services by drawing on varied institutional specialization, experience and capabilities of its professionally trained staff. It offers a wide and diverse range of products and services to both individuals and corporate clients seeking financial accommodation. The Bank lays emphasis on flexibility and its ability to serve its customers according to their particular needs and requirements.

The Bank mobilizes long and short-term funds and channels them into consumer finance, short term lending and project investments. To date the investments and financing have been in the areas of Cement, Steel, Chemical & Pharmaceuticals, Electronics, Energy, Engineering, Financial Institutions, Food & Allied, Paper & Board, Sugar, Textile, Transport & Communications, Consumer and other sectors. It has been in the forefront to encourage new and dynamic ventures in the rapidly growing industrial market of Pakistan.

The Bank through its aptly qualified staff offers advisory services in the matter of mergers & acquisitions, buy and sell side advisory in privatization, issuance of equity and debt paper, syndication of loan and lease finance. The Bank's services span the entire spectrum of financial needs. It arranges long and short-term finances, underwriting of corporate / debt securities and loan syndications.

The Bank offers attractive deposit schemes catering to a variety of needs, which have been very successful in generating enthusiastic depositors response.

The Bank's capital market division comprises of brokerage services at Karachi, Lahore and Islamabad to facilitate investment in equities and fixed interest securities. It arranges underwriting syndicates, floatation of equities and issuance of term finance certificates. Besides managing a large proprietary portfolio of shares, term finance certificates and government papers the bank also manages COT investments of its clients and offers services for portfolio management.

- b) Particulars of Performance of Atlas Investment Bank Limited over Last 5 Years:

(Rupees in millions)

	Jun 30, '03	Jun 30, '02	Jun 30, '01	Jun 30, '00	Jun 30, '99
Shareholders' Equity	519.68	448.91	176.59	155.30	144.14
Total Assets	5,068.11	3,543.32	1,335.61	1,308.09	1,258.91
Earnings Per Share	3.22	1.06	1.80	1.99	1.60
Dividend Per Share	10.00% (S) 10.00% (C)	--	--	5.00% (S) 10.00% (C)	10.00% (C)



Atlas Income Fund (AIF)

NAME, OCCUPATION AND ADDRESS

Chairman

Mr. Yusuf H. Shirazi
Business

2, Khayaban-e-Ghazi,
Phase V DHA,
Karachi.

VICE CHAIRMAN & CHIEF EXECUTIVE

Mr. Habib-ur-Rahman
Business Executive

7/II 22nd Street,
Phase V DHA, Karachi.

DIRECTORS

Mr. Saquib H. Shirazi
Business

2, Khayaban-e-Ghazi,
Phase V DHA, Karachi.

Mr. Fahim Ali Khan
Business Executive

10-B/II South Park Ave.
Phase V DHA, Karachi.

Mr. Sherali Mundrawala
Business

C-62, K.D.A
Scheme No. 1, Karachi.

Mr. Jawaid Iqbal Ahmed
Business Executive

C-106 Shalimar Estate,
129 Clifton, Karachi.

Mr. Tariq Amin
Business Executive

34/II Khayaban-e-Badar
Phase V DHA, Karachi.

COMPANY SECRETARY

Mr. Ather Husain Medina

57/1, 22nd Street,
Phase V, DHA, Karachi.

OTHER DIRECTORSHIP

Atlas Honda Ltd.
Atlas Battery Ltd.
Allwin Engineering Industries Ltd.
Honda Atlas Cars (Pakistan) Ltd.
Muslim Insurance Company Ltd.
Atlas Investment Bank Ltd.
Shirazi Investments (Pvt.) Ltd.
Shirazi Trading Company (Pvt.) Ltd.
Shirazi Foundation
NBP Capital Limited

Allwin Engineering Industries Ltd.

Atlas Honda Ltd.
Atlas Investment Bank Ltd.
Shirazi Foundation
Shirazi Investments (Pvt.) Ltd.
Shirazi Trading Co. (Pvt.) Ltd.
National Refinery Ltd.

Atlas Investment Bank Ltd.
Muslim Insurance Co. Ltd.
Allwin Engineering Industries Ltd.
Shirazi Foundation.

Atlas Honda Ltd.
Atlas Investment Bank Ltd.

Allwin Engineering Industries Ltd.
Honda Atlas Cars Pakistan Ltd.
Muslim Insurance Co. Ltd.
Shirazi Foundation.
Atlas Investment Bank Ltd.

Rhodia Pakistan (Pvt.) Ltd.
Pakistan Gum & Chemical Company
Sindh Privatisation Commission

Particulars of the Directors

Yusuf H. Shirazi

Mr. Shirazi is a renowned industrial and is Chairman of Atlas Group of Companies. He is also the founder member of Karachi and Lahore Stock Exchange, International Chamber of Commerce & Industry and Management Association of Pakistan. He has been on the Board of Harvard Business School Alumni Association, Boston. He is also a visiting Speaker at National Defence College, Pakistan Administrative Staff College, IBA, LUMS and Harvard Business School - to name a few.

Habib-ur-Rahman

Mr. Rahman is an FCA from the Institute of Chartered Accountants in England & Wales. He played an instrumental role in setting up the first open ended mutual fund in the private sector in Pakistan and was until recently the Chairman & Chief Executive of ABAMCO, the largest private sector Asset Management Company in the country. He was founding member, and Vice Chairman of the Mutual Funds Association of Pakistan. He has been SECP's nominee on the Board of the Karachi Stock Exchange in 200, 2001, & 2003, and has also been a member of the SECP Advisory Group on Capital Markets, and the SECP Enquiry Committee on management of Exposure Rules by KSE/LSE.

Saqib H. Shirazi

Mr. Saquib Shirazi is the Chief Executive Officer of Atlas Honda Ltd. He graduated in Economics from The Wharton School of Finance, USA before completing his Masters from Harvard Business School, USA. He is currently a Board member of Harvard Business School Alumni Association, Boston. He has worked with the Bank of Tokyo-Mitsubishi in Japan and USA. He is the former CEO of Atlas Investment Bank Limited. He is the nominee director of the Bank at Karachi Stock Exchange. Mr. Saquib is also on the Board of Privatisation Commission of Pakistan.

Frahim Ali Khan

Mr. Khan is looking after Atlas Investment Bank Limited as its President & Chief Executive. He is an SMP from Harvard University, USA. He has been with the Atlas Group for the last 35 years and has rich experience in general management, finance, taxation, corporate affairs and legal matters. He is a member of the Atlas Group Executive Committee which is responsible for managing the Group. He was instrumental in floating Atlas Bank and is on its Board since its inception. He had been the chief executive of Shirazi Investments (Pvt.) Ltd. for over 20 years.

Sherali Mundrawala

Mr. Mundrawala, one of the founder members of UBL, has over 40 years of extensive experience to his credit in the financial and manufacturing sectors. He has been on the Board of Atlas Investment Bank Limited since its inception. He is also on the Board of Atlas Honda Limited.

Jawaid Iqbal Ahmed

Mr. Ahmed, an AMP from Harvard Business School, USA, is a dynamic person in all regards. He spearheaded joint venture partnerships of Atlas Group with Honda Japan, JSB Japan, Bank of Tokyo and Asian Development Bank. He has over 35 years of experience in the field of industrial and financial markets of Pakistan.

Tariq Amin

Mr. Amin is Chairman of RHODIA PAKISTAN, a leading multinational company dealing in chemicals. He is a law graduate from the University of Karachi, and also holds a Master degree in English from the University of Karachi, and a Postgraduate Diploma in Development Administration from the University of Leeds. Mr. Amin has been a past Chief Executive and Country Manager of RHONE POULENC, Chairman of the SITE Association of Industry and Trade, President, Pakistan France Business Alliance, President Overseas Investor Chamber of Commerce and Industry, Director Karachi Stock Exchange, and is presently a member of the Pay and pension Committee, Public Accounts Committee, Sind, in addition to participating in numerous other corporate and social forums.

(c) Performance of last 5 years of the Listed Associated Companies:

Atlas Honda Limited :

(Rupees in millions)

	Jun 30, '03	Jun 30, '02	Jun 30, '01	Jun 30, '00	Jun 30, '99
Shareholders' Equity	1,076.6	792.3	644.4	585.0	554.0
Total Assets	2,657.1	1,831.6	1,487.2	1,419.4	1,225.2
Earnings Per Share	20.91	13.24	8.07	4.12	8.45
Dividend Per Share					
Cash	70%	60%	40%	20%	35%
Stock	--	--	40%	--	--

Honda Atlas Cars (Pakistan) Limited :

(Rupees in millions)

	Mar 31, '03	Mar 31, '02	Mar 31, '01	Mar 31, '00	Mar 31, '99
Shareholders' Equity	1,702.1	1,502.9	1,260.3	1,139.8	1,032.5
Total Assets	2,985.2	2,452.5	2,036.9	1,790.0	1,529.7
Earnings Per Share	8.24	10.28	4.87	4.55	4.95
Dividend Per Share					
Cash	35%	45%	20%	20%	20%
Stock	--	--	--	--	--

Atlas Battery Limited :

(Rupees in millions)

	Jun 30, '03	Jun 30, '02	Jun 30, '01	Jun 30, '00	Jun 30, '99
Shareholders' Equity	129.9	107.8	105.0	99.6	91.7
Total Assets	303.6	305.4	356.7	278.7	260.3
Earnings Per Share	13.7	2.0	3.5	5.7	9.9
Dividend Per Share					
Cash	60%	10%	15%	25%	40%
Stock	15%	5%	--	10%	--

Muslim Insurance Company Limited :

(Rupees in millions)

	Dec 31, '02	Dec 31, '01	Dec 31, '00	Dec 31, '99	Dec 31, '98
Shareholders' Equity	112.0	111.9	101.5	87.0	74.7
Total Assets	338.1	282.6	181.4	160.7	138.9
Earnings Per Share	1.5	2.1	1.8	1.8	2.6
Dividend Per Share					
Cash	15%	10%	--	--	--
Stock	--	10%	20%	20%	25%

Allwin Engineering Industries Limited :

(Rupees in millions)

	Jun 30, '03	Jun 30, '02	Jun 30, '01	Jun 30, '00	Jun 30, '99
Shareholders' Equity	188.8	184.9	189.1	183.1	177.2
Total Assets	410.7	404.9	433.7	430.4	433.3
Earnings Per Share	1.31	(1.09)	1.22	1.20	(0.31)
Dividend Per Share					
Cash	5%	5%	--	--	--
Stock	--	--	--	--	--

(d) Duties and Responsibilities of the Management Company

- i. The responsibilities of the Management Company is to promote the sale of Units in AIF, invest and manage the assets of AIF according to the provisions of the Deed, in good faith, to the best of its ability and without gaining any undue advantage for itself or any connected persons.
- ii. The Management Company shall maintain proper accounts and records of AIF to enable a complete and accurate view of assets and liabilities, income and expenditure, all transactions, and amounts received in respect of issue of Units and paid out by AIF on redemption of Units and by way of distributions.
- iii. The Management Company shall prepare and transmit to Unit Holders and Commission the annual report together with balance sheet, income and expenditure account and auditors' report of AIF as per the NBFC Rules. The Management Company shall also prepare and transmit to Unit Holders and Commission the balance sheet and income and expenditure account as per the NBFC Rules.
- iv. The Management Company shall make available to the Trustee all information relating to the Fund. The Management Company shall account to Trustee for any loss in value of the assets of AIF caused by its negligence, reckless or willful act or omission.
- v. The Management Company shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its duties, as if these were its own acts and omissions.
- vi. The Management Company shall instruct the Trustee on purchase, including placement of cash, and sale of investments.
- vii. The Management Company shall if it considers necessary request the Trustee in writing, for the protection of Deposited Property or safeguarding the interest of the Unit Holders, to institute or defend any suit, proceeding, arbitration or inquiry or any corporate or shareholders' action in respect of the Deposited Property or any part thereof.
- viii. The Management Company shall not be under any liability except such liability as may be expressly assumed under the Rules and the Deed nor shall the Management Company (save as otherwise provided) be liable for any act or omission of the Trustee nor for anything except its own negligence or willful breach of duty.

6.2 Trustee – Muslim Commercial Financial Services (Private) Limited (AMENDED)

- i. Muslim Commercial Bank Ltd. (MCB) is the largest private sector commercial Bank in the country, currently having a network of 1045 branches including 243 online branches and 151 ATMs in 27 cities. PACRA has given MCB a long term rating of “AA” which is one of the very best in Pakistan.

Muslim Commercial Financial Services (Pvt.) Ltd. (MCFSL) having its registered office at 2nd Floor, Adamjee House, I.I.Chundrigar Road, Karachi is a wholly owned subsidiary of MCB. MCFSL has been a pioneer in providing customized services to open ended Mutual Funds and to provide Trustee Services to this sector. All Trustee related operations are completely automated and are supported by strong and efficient computerized systems.

MCB's focus on creating and managing value by providing new products is aimed at resulting in continuous leadership in the banking sector.

- ii. Particulars of Performance of Muslim Commercial Financial Services (Pvt.) Ltd. Over Last 5 Years:

(Rupees in million)

	Dec 31, '02	Dec 31, '01	Dec 31, '00	Dec 30, '99	Jun 30, '99
Shareholders' Equity	12.214	18.215	30.397	23.821	11.423
Total Assets	20.411	31.610	39.823	45.061	32.473
Earnings Per Share	2.00	13.32	4.30	1.43	4.53
Dividend Per Share	100%	100%	--	--	--



6.3 Trustee: Duties and Responsibilities

- i. The Trustee shall take into its custody and under its control all the property of AIF and hold it in trust for the Unit Holders in accordance with the law and the provision of the Constitutive Documents and the cash and registerable assets shall be registered in the name of, or to the order of the Trustee.
- ii. The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Deposited Property, unless they are in conflict with the Deed and the Offering Documents.
- iii. The Trustee shall ensure that all sales, issues, repurchase, redemptions and cancellations of Units of AIF and the methods adopted by the Management Company in valuing Units for the purposes of determining the Offer and Redemption Prices are adequate and are carried out in accordance with the provisions of the Constitutive Documents.
- iv. The Trustee shall issue a report to the Unit Holders to be included in the annual report, whether in its opinion, the Management Company has in all material respects managed the Deposited Property in accordance with the provisions of the Rules and the Constitutive Documents and if the Management Company has not done so, the respects in which it has not done so and the steps the Trustee has taken in respect thereof.
- v. The Trustee shall institute or defend any suit proceedings, arbitration or inquiry or any corporate or shareholders action in respect of the Deposited Property or any part thereof if so requested by the Management Company in writing. It is clarified that the Trustee shall be entitled to be reimbursed, out of the Deposited Property, for all reasonable costs and expenses incurred in taking the aforesaid action(s).
- vi. The Trustee shall be responsible for all acts and omissions of all persons or agents to whom it may delegate the performance of its duties, as if these were its own acts and omissions.
- vii. The Trustee shall account for any loss in value of the Deposited Property where such loss has been caused by negligence or any reckless or willful act and/or omission of the Trustee or any of its directors, officers, nominees or agents.
- viii. The Trustee shall not be under any liability on account of anything done or suffered by AIF in good faith in accordance with or in pursuance of any request of the Management Company provided they are not in conflict with the provision of the Deed or the Rules.
- ix. The Trustee shall ensure that the investment and borrowing limitations set out in the Rules and the Constitutive Documents and the conditions under which AIF was authorised are complied with.

6.4 Core Investors

The Core Investors of AIF are the following, who have subscribed the amount as stated against their name.

	Institution	No. of units	Rupees
1.	Muslim Commercial Bank Limited	100,000	50,000,000
2.	Shirazi Investments (Pvt.) Limited	80,000	40,000,000
3.	Atlas Investment Bank Limited	60,000	30,000,000
4.	Pakistan Oilfields Limited	60,000	30,000,000
5.	National Bank of Pakistan	50,000	25,000,000
6.	Fidelity Investment Bank Limited	50,000	25,000,000
7.	Bank Alfalah Limited	50,000	25,000,000
8.	Security Leasing Corporation Limited	40,000	20,000,000
9.	Atlas Honda Ltd. Emp. P.F. Trust (Karachi)	20,000	10,000,000
10.	Atlas Honda Ltd. Emp. P.F. Trust (Sheikhupura)	20,000	10,000,000
11.	Escorts Investment Bank Limited	20,000	10,000,000
12.	Arif Habib Securities Limited	20,000	10,000,000
13.	NBP Capital Limited	10,000	5,000,000
14.	First International Investment Bank Ltd.	10,000	5,000,000
15.	Orix Investment Bank Limited	10,000	5,000,000
	Total	600,000	300,000,000

The Core Investors have agreed to hold their investment for a minimum period of two years, as required under the Rules, from the date of payment in full of such Units. The Units can be transferred and the Management Company will appropriately notify the Commission of such transfer, subject to the condition that they must be held for the remaining period of two years.

Note: For the purpose of above given paragraph 6.4, the procedure of payment of redemption proceeds as given in paragraph 9.2 (a) will not be applicable for the period of two years.

6.5 Distribution Offices

Initially the following three offices of Atlas Investment Bank Limited will act as Authorised Distribution Offices of AIF:

Karachi Office
 Federation House, Sharae Firdousi, Clifton,
 Karachi-75600.
 Telephone # (92-21) 586-6817-20, 5866919-20, 5832292-93
 Fax # (92-21) 5870543

Lahore Office
 2nd Floor, Ajmal House,
 27, Egerton Road, Lahore.
 Telephone # (92-42) 6366170-74
 Fax # (92-42) 6366175, 6365058

Islamabad Office
 30, Mezzanine Floor, Beverly Centre,
 Blue Area, Islamabad.
 Telephone # (92-51) 2824906 & 2824909
 Fax # (92-51) 2821377

- a) The Distribution Offices will be responsible for receiving applications for issuance of Units and redemption/transfer applications. They will be interfacing with and providing service to Unit



Atlas Income Fund (AIF)

Holders, including receiving application for change of address and other particulars or application for issuance of duplicate Unit Certificates for immediate transmission to the Management Company, the Trustee or Transfer Agent as appropriate.

- b) The Offices have been equipped with the necessary support staff, computer hardware and software to provide service to the investors and have established an efficient communication link with the Trustee, Management Company and the Transfer Agent.

6.6 Auditors

- a) The Auditors of AIF are:
Hameed Chaudhri & Co.
Chartered Accountants
Karachi Chambers
Hasrat Mohani Road
Karachi, Pakistan
- b) They will hold the office until the transmission of the reports and accounts, which will cover the period from July 01, 2003 to June 30, 2004 and will be eligible for re-appointment by the Management Company, as provided in the Rules.
- c) The Auditors shall have access to the books, papers, accounts and vouchers of the Trust, whether kept at the office of the Management Company, Trustee, Transfer Agent, Distribution Offices or elsewhere and shall be entitled to require from the Management Company, Trustee and their directors, officers and agents such information and explanations as considered necessary for the performance of the Audit.
- d) The Auditors shall carry-out a continuous compliance audit with such scope and frequency as is agreed between the Trustee and the Management Company. Copies of the Auditors' reports shall be sent directly to the Trustee.
- e) The Trustee shall be entitled to require the Auditors to provide such further reports as may be agreed between the Trustee and the Management Company as may be considered necessary to facilitate the Trustee in issuing the certification required under the Rules,
- f) The Auditors shall prepare a written report to the Unit Holders on the account and books of account of the Trust and the balance sheet and income and expenditure account and on every other document forming part of the balance sheet and the income and expenditure account, including notes, statement or schedule appended thereto.
- g) The contents of the Auditors' report shall be as required under the Rules.

6.7 Transfer Agent (ADDITIONS INTRODUCED-PLEASE REFER TO SUPPLEMENT AT THE END OF THIS DOCUMENT.)

By an agreement, the Management Company has appointed Muslim Commercial Bank Limited (MCB) having its registered office at 9th Floor, Sheikh Sultan Trust Bldg.1, Beaumont Road, Karachi-75530 as the Transfer Agents of AIF.

6.8 Legal Advisors

The legal advisors of AIF are;

Mohsin Tayebaly & Company
2nd Floor, Dime Centre
B-C-4, Block -9
Kehkashan, Clifton,
Karachi, Pakistan

6.9 Bankers

Muslim Commercial Bank Ltd (MCB) would be the main banker of AIF in addition to any other financial institution appointed by the Management Company from time to time. The Trustee operates the account on instructions from the Management Company.

PART VII – PRINCIPAL FEATURES

Please read the entire document for complete understanding of the features.

7.1 Characteristics of Units to be offered

- a) Minimum investment shall be of Rs. 5000/- per application.
- b) The Units of AIF will be of one type and shall rank pari passu with each other.
- c) 600,000 units of the value of rupees 300 million have been subscribed by the Core Investors at Par Value. (Please refer to paragraph 6.4 of this Offering Document).
- d) The units will be issued at the Offer Price applicable for the day cleared funds are received from the investors. The units can be purchased at their respective Offer Price and redeemed at their respective Redemption Price, which shall be calculated on the basis of the NAV of the previous day. AIF shall announce the Offer and Redemption prices on a daily basis.
- e) During the Initial Period, Units will also be issued on the NAV of the previous day without Sales Load. No redemption will be allowed during the Initial Period.
- f) After the Initial Period, Units issued will carry a Front end Load amounting to two percent (2%) of the Net Asset Value (NAV), which shall be added to the Net Asset Value to calculate the Offer Price. Units will be redeemed at NAV less any back end load, any zakat/ tax imposed by the Government and any amount as the Management Company may consider to be an appropriate provision of Duties and Charges and such sum to be adjusted downwards to the nearest two decimal places.
- g) Sales Load is intended to cover costs of issue, including sales promotion, transfer, and redemption of units.
- h) Unit Holders will have the option to convert the dividend amount into Units. Please refer to paragraph 11.4 of this Offering Document.

7.2 Purchase and Redemption of Units

- a) Units can be purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices on any Business Day, which will be from Monday to Friday of each week in accordance with the procedure set out in Parts VIII and IX of this Offering Document.
- b) During the period the Register is closed, as mentioned in paragraphs 5.11 and 10.4 of this Offering Document, the sale and redemption of Units will be suspended.
- c) The Management Company can decline to issue units to any applicant, if it is of the opinion that it will not be possible to invest substantial inflow of fund or to meet any regulatory requirement.

7.3 Offer and Redemption Prices

- a) For the Offer Prices during the Initial Period, please refer to paragraph 5.9 of this Offering Document.
- b) After the Initial Period, the Management Company shall in consultation with the Trustee announce the Offer and Redemption Prices on a daily basis and such prices shall remain in effect for the day. If a day is not a Business Day the price will be announced on the preceding Business Day.

- c) The Offer Price shall be equal to the sum of the Net Asset Value (NAV) as of the close of the Business Day immediately preceding the day of the announcement, and will carry Front-end Load at the rate of two percent (2%) of NAV (subject to revisions by the Management Company from time to time, with prior approval of the Commission) and such amount as the Management Company may consider to be an appropriate provision of Duties and Charges and such sum to be adjusted upwards to the nearest two decimal places.
- d) The Redemption Price shall be equal to NAV as of the close of the Business Day immediately preceding the day of the announcement, less an amount as the Management Company may consider to be an appropriate provision of Duties and Charges and such sum to be adjusted downwards to the nearest two decimal places.
- e) The Management Company shall publish the Offer and Redemption Prices in atleast one English and one Urdu newspaper having prime circulation in major cities of Pakistan on a daily basis and such prices shall remain in effect for the day. If a day is not a Business Day the price will be announced on the preceding Business Day. **(AMENDED)**
- f) If on any day during a week the variation of the NAV exceeds two percent (2%) of the NAV calculated pursuant to sub-paragraphs 7.3 (c) and 7.3 (d) above, for the current Offer and Redemption Prices, the Management Company shall suspend any issuance and redemption of Units and calculate forthwith a new Offer Price and a new Redemption Price. The revised prices will be published on the following day in the manner described in sub-paragraph 7.3 (e) above.
- g) In the event the amount recovered as provision for payment of Duties and Charges pursuant to sub paragraphs 7.3 (c) and 7.3 (d) above is insufficient to pay in full such Duties and Charges, the Management Company shall be liable for the payment in full of the amount of such Duties and Charges in excess of the provisions.
- h) In the event the amount recovered as provision for payment of Duties and Charges pursuant to sub-paragraphs 7.3 (c) and 7.3 (d) above exceeds the relevant amount of such Duties and Charges, the Trustee shall refund such excess amount to the relevant Holders alongwith the next income distribution or if instructed by the Management Company, at any time earlier.

7.4 Suspension of Dealing, Queue System and Winding up

Under the extraordinary circumstances mentioned in paragraph 5.11 of this Offering Document, the Management Company may announce a change in the method of dealing in Units.

- a) Queue System - In the event redemption requests on any day exceed ten percent (10%) of the Units in issue, the Management Company may invoke a queue system whereby requests for redemption shall be processed on a first come first served basis for upto ten percent of the Units in issue. The Management Company shall proceed to sell adequate assets of the Fund and/or arrange borrowing as it deems fit in the best interest of the Holders and shall determine the Redemption Price to be applied to the redemption requests based on such action. Where it is not practical to determine the chronological ranking of any requests in comparison to others received on the same Business Day, such requests shall be processed on a proportional basis proportionate to the size of the requests. The redemption requests in excess of ten percent (10%) of the Units in issue will be carried over to the next Business Day. However, if the carried over requests and the fresh requests received on the next Subscription Day still exceeds ten percent (10%) of the Units in issue, these shall once again be treated on first come first served basis and the process for generating liquidity and determining the Redemption Price shall be repeated and such procedure shall continue till such time the outstanding redemption requests come down to a level below ten percent of the Units then in issue.
- b) Winding up in view of major redemption - In the event the Management Company is of the view that the quantum of redemption requests that have built up shall result in the Deposited Property being run down to an unmanageable level or is of the view that the sell-off of assets is likely to result in a significant loss in the value for the Holders who are not redeeming, it may announce winding up of the Fund. In such an event, the queue system, if already invoked, shall cease to apply and all Holders shall be paid after selling the assets and determining the final Redemption Price. The interim distributions of the proceeds may be made if the Management Company finds it feasible.

7.5 Dividends (AMENDED)

At least 90% of the income and realized capital gains received by AIF will be distributed annually as dividend and the balance of income will be retained for re-investment. However, if income tax laws will allow higher retention of profit, the Management Company may consider such option in the interest of Unit Holders. All units shall have the same right with respect to dividend. The Unit Holders may request the Management Company to re-invest the dividends due to them for purchase of additional Units (refer to paragraph 11.4 of this Offering Document).

PART VIII – PROCEDURE FOR PURCHASE OF UNITS

8.1 Who Can Apply?

Applications for the issue of Units in AIF may be made by any investor or any related group of investors qualified or authorized to purchase the Units pursuant to the procedures described in paragraph 8.2 of this Offering Document, including but not limited to:

- 1) Citizens of Pakistan resident in Pakistan: in respect of minors below 18 years of age, applications should be made by their guardians.
- 2) Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan so long as such investment is permitted under their respective memorandum and articles of association and/or bye-laws.
- 3) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan, subject to the regulations of the State Bank of Pakistan and the Government of Pakistan and any such regulations and laws that may apply to their place of residence, domicile and citizenship. The payment of dividends and redemption proceeds to such investors shall be subject to the relevant taxation and exchange regulation laws. Any person making an application for the issue of Units in AIF shall warrant that he is duly authorised to purchase such Units.
- 4) Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended by S.R.O. 261(1)/2002 dated 10 May, 2002, to the extent of twenty percent of the Provident Fund.

(AIF will obtain listing on one of the stock exchanges in Pakistan)
- 5) Provident, Pension and Gratuity Funds constituted by organizations other than companies under section 20(h) of the Trusts Act 1882, (11 of 1882).
- 6) Insurance companies under the Insurance Ordinance, 2000.
- 7) Non Profit organizations under section 213(i) of the Income Tax Rules 2002.

8.2 Application Procedure

- 1) Fully completed application form for purchase of Units, accompanied by the full amount of purchaser's payment, as specified in paragraph 8.3 and copies of the documents mentioned in sub-paragraphs (2), (3) and (4) of this Offering Document should be delivered at any of the Authorized Branches of the Distribution Offices. Only Authorized Distribution Offices are authorized to collect application and payment for issue of units.
- 2) In case of individual applicants a photocopy of the National identity Card of the applicant or any other form of identification acceptable to the Management Company.
- 3) In case of a body corporate or a registered society or a trust,
 - i. copy of the memorandum and articles of association/charter/bye-laws or rules and regulations;
 - ii. copy of the relevant Resolution of the board of directors approving the investment.



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- iii. copy of power of attorney and/or relevant resolution of the board of directors delegating any of its officer to invest the funds and/or to realize the investment; and
 - iv. copy of the National Identity Card of the officer to whom the authority has been delegated.
- 4) In case of existing Holders, if any of the documents have previously been deposited acceptable to the Management Company, fresh submission of documents will not be required.
 - 5) If the application is incomplete or incorrect in any way the Distribution Office will advise the applicant in writing to remove the discrepancy within a period of fifteen days, failing which the application will be rejected and the amount will be refunded without any interest or mark-up.
 - 6) The Distribution Office will be entitled to verify the particulars given in the application form. In case of any incorrect information the application may be rejected.
 - 7) The applicant will receive a note confirming the receipt of the application from the Authorized Branch of the relevant Distribution Office, where application for purchase of units was submitted.

8.3 Payment (AMENDED)

Payment for Units can be made by cheque or bank or pay order, made payable to the “The Trustee-Atlas Income Fund” and crossed “Account Payee only” and must be drawn on a Bank in the same town as the Authorized Branch of the relevant Distribution Office to which the application form has been submitted is located. Payment for Units in cash will not be accepted. It is reiterated that only Authorized Branches of Distribution Offices are authorized to collect application and payment for issue of units.

8.4 Joint Application

- (a) Joint application can be made by upto four related group of applicants. Such persons shall be deemed to hold Units on first holder basis; however, each person must sign the application form and submit a copy of their National Identity Card.
 - 1) The first named Holder shall receive all notices and correspondence with respect to the account, as well as proceeds of any redemption requests, or dividend or fractional payments. His receipt shall be considered as a valid discharge by the Trustee of its obligations.
 - 2) In the event of death of the first Holder, the person in the order of survivor(s) as stated in the application form, shall be the only person recognized by the Trustee to receive all notices and correspondences with regards to the accounts, as well as proceeds of any redemption requests or dividend or fractional payments. His receipts shall be considered as the valid discharge by the Trustee of its obligations.
 - 3) Where units are registered in the name of Joint holders and subsequently additional Units are purchased by the same Joint Holders but the application is made in different order, such additional Units will be registered under a different account.

8.5 Allotment (Issue) of Units

If an application duly delivered at or posted to the Authorized Branch of any of the Distribution Office is accompanied by a cheque or bank draft or pay order, the Units applied for will be allotted (issued) on the date of receipt if it is a Subscription Day, or if not a Subscription Day, then on the next following Subscription Day, provided that the cheque or bank draft or pay order accompanying the application, is realized. If the cheque or bank draft or pay order has been returned unpaid, the application will be rejected.

PART IX – PROCEDURE FOR REDEMPTION OF UNITS

9.1 Application Procedure

- a) Requests for redemption can be made by completing the prescribed application form and endorsing the relevant Certificate, if issued, on the Certificate and submitting the same to any Authorized Branch of the relevant Distribution Office on any Subscription Day. In case the certificate is not

issued, the applicant has to complete the prescribed application form. The request for redemption could only be honored by verifying the signature of the unit holder from the register.

- b) The Unit Holder will receive a note confirming the receipt of the application for redemption from the relevant Distribution Office.

9.2 Payment of Redemption Proceeds

- a) Unless otherwise instructed, payment of the redemption proceeds will be made by a crossed cheque, in favor of the Unit Holder's registered name, or in favor of the first-named joint Holder in the event of joint Holders, and will be sent at the Unit Holder's or first-named joint Holder's address, as provided within six working days after the receipt of a properly documented request for redemption of Units, provided that the redemption is not suspended (Please refer to paragraph 7.4 of this Offering Document).
- b) However, if so instructed by the Unit Holder, payment of the redemption proceeds will be made by transfer to the bank account number of the Unit Holder or first-named joint Holder in the event of joint Holders, within three Business days after the receipt of a properly documented request for redemption of units, provided that the redemption is not suspended.
- c) In the event of Units that are pledged, are redeemed for any reason whatsoever, the proceeds shall be paid to the order of the lien holder's designated bank account or posted to the registered address mentioned in the pledge/lien application form submitted
- d) No money shall be paid to any intermediary except the Holder/ joint Holder or his/ their authorised representatives.

9.3 Joint Holders

Unless the Joint Holders of Units have specified otherwise, requests for redemption of such units shall be signed by all the Joint Holders.

9.4 Partial Redemption

Partial redemption of Units covered by a single Certificate is not permitted. However, Holders may apply for a splitting of the Certificate before applying for redemption.

9.5 Redemption Requests in Excess of 10% of Units in Issue

Refer to Paragraph 7.4(a) of this Offering Document

9.6 Suspension of Issue or Redemption of Units

The Management Company may upon information to the Trustee suspend the issue or redemption of Units at any time during extraordinary circumstances mentioned in Paragraph 5.11 of this Offering Document.

PART X – TRANSFER OF UNITS

10.1 Application Procedure

- a) A Unit Holder can transfer Units held by him by:
 - Completing a Transfer Application Form to be signed by the transferor and transferee; and
 - Paying applicable Duties and Charges and
 - Submitting to any Authorized Branches of the relevant Distribution Office, or the Transfer Agent, or the Management Company the Transfer Application Form and relevant Certificate, if issued.
- b) Any person becoming entitled to hold the Units in consequence of the death, insolvency or winding up of any sole Holder or the survivors of Joint Holders shall be registered as the Holder or Joint holder as the case may be upon:



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- Paying applicable Duties and Charges; and
 - Submitting to any of the Authorized Branches of the relevant Distribution Office, or Transfer Agent, or the Management Company the duly completed Transfer Application Form and relevant Certificate, if issued, with such evidence, which may prove his entitlement to the Units.
- c) Application for transfer can be submitted on any Business Day during banking hours. The transferor shall be deemed to remain Holder of the Units transferred until the name of the transferee is entered in the register.

10.2 Partial Transfer

Partial transfers of Units covered by a single Certificate is not permitted. However Holders may apply for a splitting of the Certificate before applying for transfer.

10.3 Verification of Transfer Application Form

At the request of the Unit Holder, the Transfer Agent will verify:

1. the holding stated on the Transfer Application Form and
2. signature of the Holder

10.4 Closure of Register

The Management Company may close the Register by giving at least fourteen days notice to Holders and for period not exceeding forty-five days in a calendar year. During the period the Register is closed, transfer application will not be received.

PART XI – INCOME DISTRIBUTION

11.1 Accounting Period

The Accounting period will commence from the date of registration of AIF for the first year and from July 1, for all the following years to June 30.

11.2 Declaration of Dividend (AMENDED)

The Management Company shall decide not later than forty-five days after the end of the Accounting Period whether to distribute profits, if any, available for distribution in the form of dividends to the Unit Holders. The balance of the net income will be retained for re-investment in AIF. The Management Company may pay the Unit Holders interim dividend, if it considers that the income for the Accounting Period would justify such distribution.

11.3 Determination of Distributable Income

The amount available for distribution in respect of any Accounting Period shall be the sum of all incomes earned and net realized appreciation, from which shall be deducted (1) the expenses, as stated in paragraph 12.1 of this Offering Document and (2) any taxes on AIF.

The Income qualifying for distribution shall be adjusted as under:

- By additions of a sum representing amounts included in the Price of Units for income accrued prior to the date of issue;
- By deduction of a sum representing all participation in income distributed upon redemption of Units; and
- By deduction of a sum representing diminution in the value of Deposited Property.

11.4 Reinvestment of Dividend

- a) Unit Holders may instruct the Distribution Office of the Management Company or the Transfer Agent in writing to re-invest the future dividends to which he will be entitled on the total number of Units held by him, in the acquisition of Units with No Load. The Units purchased under one account folio cannot be split for receiving part cash dividend and part reinvestment of dividend. The applicants are advised to maintain two account folios under these circumstances. Such request will remain effective until it is countermanded in writing.
- b) The Offer Price for the Units to be issued under paragraph 11.4(a) above will be the NAV on June 30, as certified by the Auditors, after appropriation of the income of that year.
- c) Fractions of a Unit will be issued up to two decimal places of a whole Unit, and any amount remaining (if any) may be distributed to the Unit Holder. Certificates will not be issued for fractions of Units. **(AMENDED)**

11.5 Payment of Dividend

All payments for dividend shall be made by cheque by the Trustee in favor of the Unit Holder or to the first named joint Holder and sent through the registered post at their registered address. Every cheque shall be made payable to the order of the person to whom it is delivered.

11.6 Payment through Bank of Dividend/Redemption Proceeds

Where an instruction has been received in such form as the Management Company shall consider sufficient, payment of dividend of the total number of Units held by the Unit Holder can be arranged to the banker. For payment of redemption proceeds through bank account, instruction to this effect shall be given at the time of redemption application by indicating in the Application for Redemption Form.

11.7 Dispatch of Dividend Warrants

11.8 (ADDITIONS INTRODUCED-PLEASE REFER TO SUPPLEMENT AT THE END OF THIS DOCUMENT.)

Dividend warrants shall be dispatched within 30 days after the declaration of dividend.

PART XII - FEES AND CHARGES

12.1 Expenses of Atlas Income Fund

- a) The following expenses will be borne by the AIF
 - 1) Any remuneration of the Management Company;
 - 2) Any remuneration of the Trustee;
 - 3) Any Bank charges and borrowing/financial cost;
 - 4) Brokerage and transaction costs relating to investing/disinvesting of the Deposited Property;
 - 5) All expenses incurred by Trustee effecting the registration of all registerable property in Trustee's name;
 - 6) Legal and related costs as may be incurred in protecting or enhancing the interests of the Scheme or the collective interests of the Holders;
 - 7) Audit fees;
 - 8) Listing fee payable to Stock Exchange;
 - 9) Formation cost that will not exceed 1% of the amount of seed capital and will be amortized over a period not exceeding five years; and
 - 10) Taxes, if any, applicable to the Trust.

12.2 Management Company

- a) Annual remuneration not exceeding 3% per annum of average daily Net Assets calculated during the year for announcing the price of the Units of AIF during the first five years starting from the date of payment in full of all Units subscribed by the Core Investors and 2% per annum thereafter.

- b) The payment to Custodian, (if any) will be made by the Trustee and the payment to Transfer Agent will be made by the Management Company and there will be no separate charge on the Deposited Property of AIF.
- c) The Management Company and Trustee shall bear all expenditures in respect of their secretarial and office space and professional management including all accounting and administrative services provided in accordance with the provisions of the Deed. Neither the Management Company nor the Trustee shall make any charge against the Holder nor against the Deposited Property nor against the Distribution Account for their services nor their expenses, except such expenses as are expressly authorized under the provisions of the Rules and Deed to be payable out of Deposited Property.

12.3 Trustee (AMENDED)

The Trustee shall be entitled to a monthly remuneration out of the Deposited Property based on an annual tariff of charges, which is as follows.

Net Assets	Charges
- Up to Rs. 250 million	0.50% p.a. with a minimum of Rs. 1.25 million p.a.
- an amount exceeding Rs. 250 million up to Rs. 500 million	Rs. 1.25 million +0.35% of amount exceeding Rs. 250 million p.a.
- an amount exceeding Rs. 500 million up to Rs. 1,000 million	Rs. 2.125 million +0.25% of amount exceeding Rs. 500 million p.a.
- an amount exceeding Rs. 1,000 million	Rs. 3.375 million +0.10% of amount exceeding Rs. 1,000 million p.a.

The Calculation for remuneration shall be based on average daily Net Assets during each calendar month. The remuneration shall begin to accrue from the date of payment in full of all Units subscribed by the Core Investors. For any period other than a full calendar month such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued for the total number of days in the calendar month concerned.

Such remuneration shall be paid to the Trustee in arrears within thirty (30) Business Days after the end of each calendar month.

12.4 Commission Annual Fee

An amount equal to 0.1 % of NAV will be paid to Commission per annum.

12.5 Sales & Processing Charges

- a) During the Initial Period, Units will be issued based on the previous day's NAV, without any Sales Load. No redemption will be allowed during the Initial Period.
- b) After the Initial Period, Units issued will carry a Front end Load amounting to two percent (2%) of the Net Asset Value (NAV), which shall be added to the Net Asset Value to calculate the Offer Price. Units will be redeemed at NAV less any back end load, any zakat/ tax imposed by the Government and any amount as the Management Company may consider to be an appropriate provision of Duties and Charges and such sum to be adjusted downwards to the nearest two decimal places.
- c) Sales Load is intended to cover costs of issue, including sales promotion, transfer, and redemption of units.

PART XIII - TAXATION

The information herein below is accurate as of the date of the printing of this Offering Document. The taxability and tax rates are subject to change from time to time, as may be announced by the Government.

13.1 Taxation on the income of AIF

The following is a brief description of the Income Tax Law (Income Tax Ordinance 2001) applicable in respect of AIF.

a) Liability for Income Tax

Under the Income Tax law in Pakistan, AIF is regarded as a public company for tax purposes. The income of AIF is taxable at the rate applicable to a public company, which are as under:

- (i) Dividend income received from a Pakistani Company shall be taxed at the withholding tax rate of 5%. This is the final tax liability.
- (ii) Capital gains arising on sale of securities listed on any stock exchange in Pakistan-exempt from tax up to June 30, 2005 (Assessment Year 2005-06).
- (iii) Return from Term Finance Certificates or Corporate Papers, profit on Government Securities, return on Deposits/Certificates of Investments with banks/financial institutions, profits from Money Market transactions, profit from Profit or Loss Sharing accounts with banks is taxable at the rate of 35% applicable to a public company.

b) Liability for income tax, if 90% of income is paid as dividend.

Notwithstanding the tax rates stated under (a) above, the income of AIF will be exempted from Income Tax, if not less than 90% of the income of the year is distributed amongst the Unit Holders as dividend. As stated in paragraph 7.5 of this Offering Document, at least 90% of the income and realized capital gains received by AIF will be distributed annually as dividend.

c) Withholding tax

All income; namely, dividend, return from term finance certificates or corporate papers, profit on government securities, return on deposits/certificates of investment with banks/financial institutions, profits from money market transactions, profit from Profit or Loss Sharing accounts with banks of AIF will not be subjected to any withholding tax.

d) Zakat

AIF is Saheb-e-nisab under Zakat and Ushr Ordinance, 1980. The balance in the credit of Savings Bank Account, or similar account with a Bank standing on 1st day of Ramazan-ul-Mubarak will be subjected to deduction of 2.5% Zakat.

13.2 Taxation on Unit Holders and Liability to Zakat

The information set forth below is included for general information purpose only. In view of the individual nature of tax consequences, each investor is advised to consult with his tax adviser with respect to the specific tax consequences to him of investing in AIF.

Holders of AIF will be subject to Income Tax on Dividend Income (excluding the amount of dividend paid out of capital gains on listed securities) as under:

	Rate
Public Company and Insurance Company	5%
Others	10%

The rate of tax so specified will be the final tax and the payer (Trustee) will also be required to withhold the amount of tax at source.

Unit holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and on the basis of the exemption certificate, income tax will not be withheld.

Every banking company or non-banking finance company shall be chargeable to tax under the Head "Income from Business" on the portion of profit on debt, if any, included in Dividend, distributed by Atlas Income Fund, out of its income.

Capital Gains on disposition of Units in the Fund will be subject to capital gains tax at the applicable tax



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rate. The units of the Fund will be listed on a Stock Exchange in Pakistan in due course. consequently, after such listing, the gain on disposal of Units shall be exempt from tax upto Tax Year 2005.

Subject to listing at a stock exchange, Unitholders of AIF, other than a company, shall be entitled to a tax credit under section 62 of the Income Tax Ordinance 2001 on purchase of new Units. The amount on which tax credit will be allowed shall be lower of (a) amount invested in purchase of new Units, (b) ten percent of the taxable income of the Unitholder, and (c) Rupees One hundred thousand, and will be calculated by applying the average rate of tax of the Unitholder for the tax year. If the Units so acquired are disposed within twelve months, the amount of tax payable for the tax year in which the units are disposed shall be increased by the amount of credit allowed.

Zakat

Under Zakat and Ushr Ordinance 1980, (XVII of 1980), except for certain category of investors, Units held by resident Pakistan unit holders are subject to Zakat at 2.5% of the Par Value of Units held on the Zakat Valuation Date. Except for those Unit Holders exempted under the said Ordinance, Zakat will be collected and paid into the Government treasury by redeeming the appropriate number of Units out of the respective accounts on the Zakat Valuation Date. In the event the units are held in certificate form or AAMCL is of the view that circumstances so warrant, the Zakat shall be recovered when the certificates are redeemed or from the dividend payment relating to such certificates whichever is earlier.

13.3 Disclaimer

The tax and zakat information given above is based on the Management Company's tax adviser's interpretation of the law, which to the best of the Management Company's understanding is correct but Investors are expected to seek independent advice so as to determine the taxability arising from their investment in the Units of the Fund.

PART XIV - REPORTS AND ACCOUNTS

14.1 Accounting Period

The Accounting period will commence from the date of registration of AIF for the first year and from July 1, for all the following years to June 30.

14.2 Financial Reporting

The following reports will be sent to the Unit Holders :

- a) Audited financial statement, together with the auditors report, the report by the Management Company and the report by the Trustee within four months of the close of each Accounting Period.
- b) The Management Company shall be responsible for sending the Trustee's report alongwith other reports. However, in the event the Trustee's report is not available for despatch within the prescribed time period, the Management Company shall inform the Unit Holder of the fact, in writing.
- c) Un-audited financial statement (subject to limited scope review by Auditors), together with the report by the Management Company within two months of the close of the second quarter of each Accounting Period.
- d) Un-audited financial statement, together with the report by the Management Company within a month of the close of the first and third quarter of each Accounting Period.

The regularity of reporting will change if so required under the Rules and the Companies Ordinance.

PART XV – WARNINGS

- a) If you have any doubt about the contents of this Offering Document, you should consult one or more from amongst your legal adviser, stock broker, bank manager, or other financial adviser. Investors must recognize that all investments involve varying levels of risk. The portfolio of AIF consists of market-based investments and is subject to market fluctuations and risks inherent in all such investments. The value of Units in AIF may appreciate as well as depreciate, and consequently the level of dividend declared by AIF may get affected to that extent. Investors are requested to read the Risk Disclosure contained in paragraph 5.15 of this Offering Document.

Disclaimer

The Units of AIF are not bank deposits and are neither issued by, insured by, obligations of, nor otherwise supported by the Commission, any Government agency, the Trustee (except to the extent specifically stated in this document and the Trust Deed) or any of the shareholders of the Management Company or any of the Core Investors or any other bank or financial institution.

- b) Prices of Units and income from them may go down as well as up

PART XVI – SERVICE TO UNIT HOLDERS

16.1 Availability of Forms

All the forms mentioned and/or included in this Offering Document will be available at all the Authorized Branches of all Distribution Offices.

16.2 Transfer of Account

- a) Once a Unit Holder has purchased a Unit from an Authorized Branch of the Distribution Office, all his records/forms will be kept and maintained at that Authorized Branch, however, for the convenience of the Unit Holder, the Account may be transferred to another Authorized Branch or another Distribution Office on application by the Unit Holder for transfer of account. In case the relevant Distribution Office does not continue as the Distribution Office, the Management Company and the Trustee will make arrangements for the Unit Holder's account to be transferred to another Distribution Office's Authorized Branch at the nearest location.
- b) Notwithstanding the provision in sub-paragraph 16.2 (a), any Unit Holder may submit the application for redemption or transfer or any other requests for change in Register at any Authorized Branch of the relevant Distribution Office or the Management Company or Transfer Agent and the requests will be processed.

16.3 Register of Unit Holders

- a) A Register of Unit Holders shall be maintained by Muslim Commercial Bank Limited.
- b) Every Unit Holder will have a separate account folio. Such account will reflect all the transactions in that account held by such Unit Holder.
- c) The Holder will be entitled to inspect his record in the Register and request copies thereof on any Business Day from 10.00 A.M. to 1.00 P.M., except during the days when the Register is closed in accordance with the provision of the Deed, with the prior arrangement with the management Company or the Transfer Agent.
- d) The Register shall be conclusive evidence as to the Units held by each Holder.

16.4 Information in the Register

The Register will contain the following information:

About Unit Holders

- 1) Name of Unit Holder/Joint Holders;
- 2) Address of Unit Holder/first named joint Holder;
- 3) National Identity Card Number(s) of Unit Holder/joint Holders;
- 4) Father's/Husband's name of Unit Holder/joint Holders;
- 5) Occupation of Unit Holders/joint Holders;
- 6) Tax/Zakat status of Holder;
- 7) Record of signature of Holder; and
- 8) Such other information as the Management Company may require

About Units

- 1) Distinctive numbers; **(DELETED)**
- 2) Certificate number, if applicable;
- 3) Date of purchase/redemption/transfer and the reference number, if any;
- 4) Number of Units held;
- 5) Record of verification of Transfer forms/Redemption forms; and
- 6) Such other information as the Management Company may require.



Instructions (AMENDED)

- 1) Particulars of bank account if payment of dividend to be made to credit of a bank account, or if payment is to be made to the Holder's registered address.
- 2) Instruction about reinvestment of dividend in Units; **(AMENDED)**
- 3) Instructions if redemption application is to be signed by first-named joint Holder only;
- 4) Information and instruction about pledge/charge/lien of Units; and
- 5) Information and instruction about nominees in case of death of the Unit Holder.

The Unit Holders may notify in writing any change of name or address or any other particular to the relevant Authorized Branch of the Distribution Office, or to the Transfer Agent. The Distribution Office or Management Company will forward such application to Transfer Agent, who on being satisfied therewith and on compliance with such formalities (including in the case of a change of name the surrender of any Certificate previously issued to such Holder and the payment of the fee) shall alter the Register or cause it to be altered accordingly and in the case of a change of name shall issue a new Certificate, if required, to such Holder.

16.5 Account Statement

Upon written confirmation from the Trustee that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent shall issue an Account Statement that will constitute evidence of the number of Units registered in the name of the Holder.

The Transfer Agent will send directly to each Unit Holder a non-transferable Account Statement each time there is a transaction in the folio, i.e., Units are

- 1) issued/subscribed;
- 2) redeemed;
- 3) transferred in favor of third person;
- 4) transferred from third person;
- 5) consolidated/split; and
- 6) additional units are issued against re-investment of dividend. **(AMENDED)**

An Account Statement will be posted within fifteen Business Days after each relevant transaction.

16.6 Certificates

- a) Unit Certificates will be issued only if requested by the Unit Holders.
- b) Certificate will not be issued for fractional units.
- c) Unit Holders can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Office together with a fee at the rate of twenty-five rupees per Certificate of any denomination or any other amount as determined by the Management Company from time to time.
- d) Certificates shall only be issued for Units that have been fully paid, in such denomination as may be required by the Holder.
- e) Certificates where requested shall be issued as herein provided not later than fifteen Business Days after the date of such request. The Certificate may be sent to the Holder or his duly authorized nominee at his own risk by registered post or by delivery.
- f) In the case of Units held jointly the Transfer Agent shall not issue more than one Certificate for the Units held by such joint Holders and delivery of such Certificate to the Holder named first therein shall constitute sufficient delivery to all joint Holders. All payments required under this Deed (i.e. redemption and dividend) will be made to first name joint Holder.
- g) Certificates shall be issued in such form as may from time to time be agreed between the Management Company and the Trustee. A Certificate shall be dated, shall bear the name and address of the Management Company and the Trustee, shall bear a distinctive and serial number and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register. **(AMENDED)**
- h) Units shall not be represented by more than one Certificate at any one time.

16.7 Replacement of Certificates

- a) Subject to the provisions of the Trust Deed and in particular to the limitations of the denomination of Certificates as may be fixed by the Management Company and subject to any regulations from time to time made by the Trustee with the approval of the Management Company every Holder shall be entitled to exchange upon surrender of the existing Certificate any or all of his Certificates for one or more Certificates of such denominations as the Holder may require representing the same aggregate number of Units.
- b) In case any Certificate shall be lost, stolen, mutilated, defaced or destroyed, the Transfer Agent with the approval of the Management Company may issue to the person entitled new Certificate in lieu thereof. No such new Certificate shall be issued unless the applicant shall previously have:
 - i. returned the mutilated or defaced Certificate or furnished to the Distribution Office/Transfer Agent evidence satisfactory to the Management Company of the loss, theft or destruction of the original Certificate,
 - ii. paid all expenses incurred in connection with the investigation of the facts and any notice to be issued in newspaper inviting any claim (if any) against the lost Certificate to be notified to the Management Company, Trustee or Transfer Agent; and
 - iii. furnished such indemnity as the Management Company and the Trustee may require. Neither the Management Company nor the Trustee nor the Distribution Office/Transfer Agent shall incur any liability for any action that they may take in good faith under the provisions of this sub-clause.
- c) Before the issuing of any Certificate under the provisions of this sub-clause the Distribution Office/Transfer Agent may require from the applicant for the Certificate the payment to it of a fee of twenty five Rupees for each Certificate, subject to revisions of fee from time to time by the Management Company together with a sum sufficient (if any) in the opinion of the Management Company to cover any Duties and Charges payable in connection with the issue of such Certificate.

16.8 Pledge/Charge/Lien of Units

Any Unit Holder may pledge/charge/lien all or any of his Units as security for debt to any third party. The Transfer Agent shall take a note of the pledge/charge/lien in his record, whether the Certificate has been issued or not, provided sufficient evidence of pledge to the satisfaction of the Trustee and/or the Transfer Agent alongwith a joint request from the Unit Holder and the pledgee is submitted on the standard application form, which is available at request. None of these parties, the Trustee, the Management Company, Distribution Office nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge/charge/lien. The disbursement of any loan against the constitution of such pledge/charge/lien shall be at the entire discretion of the lender and neither the Trustee nor the Management Company nor the Distribution Office and the Transfer Agent take any responsibility in this matter.

Partial pledge/lien of Units covered by a single Certificate is not permitted. However Holders may apply for a splitting of the Certificate before applying for such partial pledge/lien.

Save any legal bar or court order requiring otherwise, any dividends that are declared on the pledged Units including re-investment for Units shall be made to the order of the Unit Holder. However, in the event the pledged Units are redeemed for any reason whatsoever, the proceeds shall be paid to the order of the lien holder/first named pledge holder.

The lien on the pledged Units shall continue till such time it is released by the lien holder in writing.

16.9 Nomination

A single Unit Holder can nominate a successor to receive the Units upon his death by completing the prescribed section of the Application Form for Sale of Units and submitting the same to the Authorized Branch of the relevant Distribution Office.



Atlas Income Fund (AIF)

PART XVII – FINANCIAL INFORMATION

17.1 Auditors Certificate on Core Investors' Investment in the Units of AIF.

9/A-44/2003
17 September, 2003

Mr. Frahim Ali Khan
Atlas Asset Management Company Limited
Ground Floor, Federation House
Sharae Firdousi
Clifton, Karachi-75600

Dear Sir:

CERTIFICATE OF INVESTMENT OF CORE INVESTORS IN ATLAS INCOME FUND (AIF)

As requested by you, we have verified from books and records of AIF that a sum of Rs. 300,000,000 (Rupees Three hundred million only) has been received as subscription from the following against the issue of 600,000 Units of Rs. 500 each. The amounts have been credited to "Trustee Atlas Income Fund Account" on 16 September, 2003.

NAME OF INVESTORS	RUPEES
Muslim Commercial Bank Limited	50,000,000
Shirazi Investments (Pvt.) Limited	40,000,000
Atlas Investment Bank Limited	30,000,000
Pakistan OilFields Limited	30,000,000
National Bank of Pakistan	25,000,000
Fidelity Investment Bank Limited	25,000,000
Bank Al-Falah Limited	25,000,000
Security Leasing Corporation Limited	20,000,000
Atlas Honda Limited – Employees Provident Fund Trust-Karachi	10,000,000
Atlas Honda Limited-Employees Provident Fund Trust-Shiekhupura	10,000,000
Escorts Investment Bank Limited	10,000,000
Arif Habib Securities Limited	10,000,000
NBP Capital Market Limited	5,000,000
First International Investment Bank Limited	5,000,000
Orix Investment Bank Limited	5,000,000
	300,000,000

Truly yours

-sd-

HAMEED CHAUDHRI & CO.
CHARTERED ACCOUNTANTS

17.2 Auditors Certificate on Net Asset Value of Units in AIF

27/A-44/2004
3 March, 2004

The Chief Executive Officer
Atlas Asset Management Company Limited
Ground Floor, Federation House
Sharae Firdousi Clifton,
Karachi-75600

NET ASSET VALUE OF EACH UNIT OF ATLAS INCOME FUND

Dear Sir:

As requested by you, we have ascertained from the unaudited books of accounts and records of Atlas Income Fund (AIF) that the net asset value of each of its unit as at 29 February, 2004 was Rs. 509.44 computed as follows:-

	Rupees
Total Assets	309,198,710
Total Liabilities	3,532,929
Net Assets	<u>305,665,781</u>
Number of Units issued as at 29 February, 2004	<u>600,000</u>
Net Asset Value per Unit	<u>509.44</u>

Truly yours

-sd-
HAMEED CHAUDHRI & CO.
CHARTERED ACCOUNTANTS

17.3 Formation Cost

All preliminary and floatation expenses of the Trust including expenses incurred in connection with the authorization of the Scheme, execution and registration of the Constitutive Document, issue, circulation and publication of the Offering Document and all expenses incurred during the Initial Period, shall be borne by AIF and amortized over a period of not more than five years. The cost will not exceed Rs. 1,000,000/-

PART XVIII – GENERAL INFORMATION

- a) The copies of constitutive documents i.e. Trust Deed and Offering Documents can be inspected free of charge or purchased from the addresses given below.

Atlas Asset Management Company Limited,
Ground Floor, Federation House,
Sharae Firdousi, Clifton, Karachi-75600



Atlas Income Fund (AIF)

Muslim Commercial Financial Services (Private) Limited

9th Floor, Sheikh Sultan Trust, Building No. 1,
Beaumont Road, Karachi-75530.

Atlas Investment Bank Limited

Federation House, Sharae Firdousi, Clifton,
Karachi-75600.

Branch Office

2nd Floor, Ajmal House,
27, Egerton Road,
Lahore.

Branch Office

30, Mezzanine Floor, Beverly Centre,
Blue Area,
Islamabad.

PART XIX - TERMINATION OF ATLAS INCOME FUND

19.1 By the Management Company

AIF may be terminated by the Management Company by giving three months notice in writing to the Holders on the grounds given in paragraph 7.4(b) of this offering document. The grounds on which termination is made shall be mentioned in the notice to the Unit Holders.

19.2 By the Securities and Exchange Commission of Pakistan (Commission)

If the Commission considers that further continuation of the authorization of AIF will not be in the interest of Unit Holders, it will give a three months notice to the Unit Holders about its intention not to maintain such authorization, provided that no notice shall be served without offering an opportunity of hearing to the Management Company.

19.3 Winding up

In case of the termination of AIF, the Management Company shall be required to wind –up AIF and refund the proceeds to the Unit Holders in such a manner and within such time as may be specified by the Commission.

PART XX – ARBITRATION

In the event of any disputes arising out of the Trust Deed or Offering Document between the Management Company on the one part and the Trustee on the other part, including as to the respective rights and obligations of the Parties hereto, as well as those relating to the interpretation of the terms and the conditions of this Trust Deed, Offering Document and/or the Supplementary Offering Documents relating to the Unit Trust, the same shall be referred to arbitration by two arbitrators, one to be appointed by the Management Company and the other to be appointed by the Trustee. In the event of lack of consensus between the two arbitrators, the matter shall be referred to an umpire, to be selected by the two arbitrators before the commencement of the reference. The unanimous decision of both the arbitrators, or the decision of the umpire, as the case may be, shall be final and binding upon both the parties. The arbitrators and the umpires shall be selected from amongst, senior partners of renowned firms of chartered accountants, or senior partners of renowned law firms, or senior bankers or senior business men or senior executives. The venue of the arbitration shall be Karachi. The arbitration shall be conducted in accordance with the Arbitration Act, 1940.

PART XXI – AUTHORIZED BRANCHES OF THE DISTRIBUTION OFFICES

Atlas Investment Bank Limited
Federation House, Sharae Firdousi, Clifton,
Karachi-75600.
Telephone # (92-21) 586-6817-20, 5866919-20, 5832292-93
Fax # (92-21) 5870543

Lahore Office

2nd Floor, Ajmal House,
27, Egerton Road, Lahore.
Telephone # (92-42) 6366170-74
Fax # (92-42) 6366175, 6365058

Islamabad Office

30, Mezzanine Floor, Beverly Centre,
Blue Area, Islamabad.
Telephone # (92-51) 2824906 & 2824909
Fax # (92-51) 2821377

PART XXII - FORMS

The following forms are annexed hereto

Type of Forms

- a) Application for Sale of Units
- b) Application for Redemption of Units
- c) Application for Transfer of Units
- d) Application for Pledge/ Lien of Units