

THE INVESTORS ARE ADVISED IN THEIR OWN INTEREST TO CAREFULLY READ THE CONTENTS OF THE OFFERING DOCUMENT IN PARTICULAR THE RISKS MENTIONED IN PARAGRAPHS 5.15 & 5.16 AND WARNINGS IN PART XV BEFORE MAKING ANY INVESTMENT DECISION

OFFERING DOCUMENT OF ATLAS INCOME FUND

¹

Category of CIS	Risk Profile	Risk of Principal Erosion
Income fund	Medium	Principal at medium risk

Managed By:

Atlas Asset Management Limited
(Licensed by Securities and Exchange Commission of Pakistan)

AMENDED TILL NOVEMBER 12, 2021

¹ Inserted vide 14th Supplement dated April 01, 2020

Table of Contents

PART I – INTRODUCTION	1
PART II – REGULATORY APPROVAL AND CONSENT	2
2.1 Approval of the Securities and Exchange Commission of Pakistan	2
2.2 Filing of the Offering Document	2
PART III – DEFINITIONS	3
PART IV – CONSTITUTION OF THE SCHEME	11
4.1 Constitution	11
4.2 Duration	12
[4.3 Category of the Fund	12
PART V – INVESTMENT OBJECTIVES AND RESTRICTIONS	12
5.1 Investment Objectives	12
5.1A Performance Benchmark	13
5.2 Investment Policy	13
5.3 Investment Restrictions and Exposure Limits	14
5.4 Exception to Investment Restrictions	16
5.5 Transactions with Connected Persons	16
5.7 Open-ended Fund	18
5.8 Units	18
5.9 Initial Offer	18
5.10 Transaction in Units after Initial Period	18
5.11 Extraordinary Circumstances	19
5.12 Offering Document	19
5.13 Information given in this Document, Responsibility of Management Company	19
5.14 Borrowing Policy	20
5.15 Risk	20
5.16 Disclaimer	21
PART VI – ORGANIZATION AND MANAGEMENT	21
6.1 Management Company	21
6.2 Trustee – Muslim Commercial Financial Services (Private) Limited	28
6.3 Trustee: Duties and Responsibilities	29
6.4 Core Investors	30
6.5 Distribution Offices	31
6.6 Auditors	31
6.7 Transfer Agent	32
6.8 Legal Advisors	32
6.9 Bankers	32
[6.10 Service Provider	33
PART VII – PRINCIPAL FEATURES	33
7.1 Characteristics of Units to be offered	33
7.2 Purchase and Redemption of Units	35
7.3 Offer and Redemption Prices	35
7.4 Suspension of Dealing, Queue System and Winding up	37
7.5 Dividends	38
PART VIII – PROCEDURE FOR PURCHASE OF UNITS	38
8.1 Who Can Apply?	38
8.2 Application Procedure	39
8.3 Payment	40
8.4 Joint Application	40
8.5 Allotment (Issue) of Units	41
PART IX – PROCEDURE FOR REDEMPTION OF UNITS	41
9.1 Application Procedure	41
9.2 Payment of Redemption Proceeds	41

9.3	Joint Holders	42
9.4	Partial Redemption	42
9.5	Redemption Requests in Excess of 10% of Units in Issue	42
9.6	Suspension of Issue or Redemption of Units	42
PART X – TRANSFER OF UNITS		42
10.1	Application Procedure	42
10.2	Partial Transfer	43
10.3	Verification of Transfer Application Form	43
10.4	Closure of Register	43
[PART X (A)-CONVERSION OF UNITS		43
10(A).1	Application Procedure	43
10(A).2	Payment of Conversion Proceeds	44
10(A).3	Verification of Conversion Application Form	44
[PART X (B)-DATE AND TIME STAMPING		44
PART X (C) CUT-OFF TIMINGS.....		44
PART XI – INCOME DISTRIBUTION.....		45
11.1	Accounting Period	45
11.2	Declaration of Dividend	45
11.3	Determination of Distributable Income	45
11.4	Reinvestment of Dividend	45
11.5	Payment of Dividend	46
11.6	Payment through Bank of Dividend/Redemption Proceeds	46
11.7	Dispatch of Dividend Warrants	46
[11.8	Stock Dividend	46
[11.9	Income Distribution	46
PART XI (A)-ADMINISTRATIVE PLANS.....		46
PART XII - FEES AND CHARGES		47
12.1	Expenses of Atlas Income Fund	47
12.2	Management Company	48
12.3	Trustee	48
12.4	Commission Annual Fee	49
12.5	Sales & Processing Charges	49
PART XIII - TAXATION.....		49
13.1	Taxation on the income of AIF	50
13.2	Taxation on Unit Holders and Liability to Zakat	50
13.3	Disclaimer	51
PART XIV - REPORTS AND ACCOUNTS		52
14.1	Accounting Period	52
14.2	Financial Reporting	52
PART XV – WARNINGS		52
PART XVI – SERVICE TO UNIT HOLDERS.....		53
16.1	Availability of Forms	53
16.2	Transfer of Account	53
16.3	Register of Unit Holders	53
16.4	Information in the Register	53
16.5	Account Statement	54
16.6	Certificates	55
16.7	Replacement of Certificates	55
16.8	Pledge/Charge/Lien of Units	56
16.9	Nomination	57
PART XVII – FINANCIAL INFORMATION.....		57
17.1	Auditors Certificate on Core Investors’ Investment in the Units of AIF.	57
17.2	Auditors Certificate on Net Asset Value of Units in AIF	58
17.3	Formation Cost	58

PART XVIII – GENERAL INFORMATION	59
PART XIX - TERMINATION OF ATLAS INCOME FUND	59
19.1 By the Management Company	59
19.2 By the Securities and Exchange Commission of Pakistan (Commission)	59
19.3 Winding up	60
PART XX – ARBITRATION	60
PART XXI – AUTHORIZED BRANCHES OF THE DISTRIBUTION OFFICES	60
PART XXII - FORMS.....	65
a) Application for Sale of Units	65
b) Application for Redemption of Units	65
c) Application for Transfer of Units	65
d) Application for Pledge/ Lien of Units	65
PART XXIII – SCHEDULE OF CHARGES]	65
Annexure A.....	66

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

- a) ²[Atlas Income Fund (AIF) has been established in Pakistan by a Trust Deed, dated February 20, 2003 between Atlas Asset Management Limited (AAML) (formerly Atlas asset Management Company Limited), as the management company and Muslim Commercial Financial Services (Private) Limited (MCFSL), as the trustee, and as amended vide Deed of Change of Trustee and First Supplemental Trust Deed dated June 11, 2005 between the Management Company and Central Depository Company of Pakistan Limited, (as the new Trustee appointed by the Management Company with the approval of the Commission on the retirement of MCFSL) and authorized under 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.

2. Substituted, vide 1st Supplement dated June 21, 2005, for "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."

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.

³[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. In the event of any conflict between the Offering document and Trust deed the latter shall prevail over the provisions of this Offering Document. 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

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;

3. Substituted, vide 4th Supplement dated June 23, 2010 for "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."

- (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.
- ⁴(a) The Transfer Agent Agreement dated August 21, 2003 between the Management Company and Muslim Commercial Bank Limited has been terminated w.e.f. April 16, 2005. The Management Company is performing this function from its place of business.
 - b) In addition to the documents at serial (1) to (8), mentioned in paragraph 2.2, following documents can be inspected at the place of business of the Management Company and Trustee, during business hours.
 - i) The Commission's letter no. NBFC-II/JD-II/AIF/308 dated April 20, 2005 approving the appointment of Central Depository Company of Pakistan Limited (CDC), as the trustee of AIF;
 - ii) Deed of Change of Trustee and First Supplemental Trust Deed of AIF dated June 11, 2005 between Atlas Asset Managemnt Limited, as the management company and Central Depository Company of Pakistan Limited (CDC), as the trustee, appointing CDC as new Trustee in place of MCFSL;
 - iii) The Commission's letter no. NBFC-II/JD-II/AIF/397 dated May 27, 2005 approving this Supplemental 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” ⁵[means the thirtieth day of June in each year and any interim date on which the financial statements of the Trust are drawn up. Provided that the Management Company may, with the written consent of the Trustee and after obtaining approval from the Commission and the Commissioner of Income Tax may change such date to any other date and such change shall be intimated to the Commission.]

4. Inserted vide 1st Supplement dated June 21, 2005.

5. Substituted, vide 4th Supplement dated June 23, 2010, for “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" ⁶[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 day following 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" ⁷[means those branches of the Distributors whose addresses have been given in the Offering Document and updated on the website of Atlas Asset Management Limited i.e., www.atlasfunds.com.pk. Such branches shall have proper date and time stamping mechanism for timely acknowledgment of the applications. The list of authorized distributors shall be disclosed under Part XXI of this Offering Document.]
- 3.9 "Authorized Investment" ⁸[means any investment/investment instrument available within or outside Pakistan allowed under the Rules/ Regulations. These include:
- (a) Government securities,
 - (b) Cash in Bank Accounts, Certificate of Investments (COI), money market placements, deposits, certificates of deposits (COD), certificates of Musharikahs (COM), TDRs, commercial paper ⁹[reverse repo, TFC/Sukuk] and spread transactions;
 - (c) Investments outside Pakistan subject to the prior approval of Commission and State Bank of Pakistan;

-
6. Substituted, vide 4th Supplement dated June 23, 2010, for "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."
7. Substituted, vide 4th Supplement dated June 23, 2010, for "means those branches of the Distributors authorized by the Management Company."
8. Substituted, vide 4th Supplement dated June 23, 2010, for "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), ^{*}{Convertible debt securities till such time they are not converted into equity securities, redeemable preference shares, Certificate of Musharika (COM) issued by a Modaraba having minimum investment grade credit rating) and other asset backed or mortgage backed securities. Such investments shall include those for ready as well as those for future settlements;
 - (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."
- ^{*} The text was inserted vide 1st Supplement dated June 21, 2005.
9. Inserted vide 5th Supplement dated November 12, 2010.

(d) Any other instrument that may be allowed by the Commission from time to time.

Further, the following restrictions apply on the investments of the Fund:

- (a) At least 25% of the net assets shall be invested in cash and near cash instruments which include cash in bank accounts (excluding TDRs) and treasury bills not exceeding 90 days maturity;
- (b) No more than 15% of the net assets shall be invested in non-traded securities (including reverse repo, bank deposits, certificates of investments (COI), certificate of musharaka (COM) and anything over 6 month maturity which is not a marketable security);
- (c) Rating of any debt instrument in the portfolio shall not be lower than investment grade;
- (d) Rating of any Bank, DFI, NBFC and Modaraba with which funds are placed shall not be lower than investment grade;
- (e) The weighted average time to maturity of the net assets shall not exceed 4 years. The condition shall not apply to securities issued by the Federal Government and there is no restriction regarding the time to maturity or duration of any single asset in the portfolio.]

3.10 "Back-end Load" ¹⁰[means Load not exceeding five (5) percent of the Net Asset Value deducted by the Management Company from the Net Asset Value in determining the Redemption Price; provided however that different levels of Back-end Load may be applied to different classes of units, as may be determined by the Management Company and shall be disclosed under Part XXIII of this Offering Document. The amount of Back end Load shall form part of Deposited Property.]

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 ¹¹[from Monday to Friday,] on which Banks are open for business in Pakistan.

3.15 ¹²[]

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.

10. Substituted, vide 4th Supplement dated June 23, 2010, for "means Sales Load deducted from the Net Asset Value in determining the Redemption Price."

11. Inserted vide 4th Supplement dated June 23, 2010.

12. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "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 scheduled settlement date for the security and the second for selling back the security for the immediately subsequent settlement date."

- ¹³[3.16 (A) "Collection Account(s)"] ¹⁴[means such investment grade Bank Account(s), being maintained by the Trustee, where the amounts received for investment through Administrative Plans are temporarily deposited prior to the amount being transferred by the Trustee upon instruction of the Management Company to the respective Fund's accounts in proportion to the Units being allocated.]
- 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 ¹⁵[]
- 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" ¹⁶[means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee with the approval of the Management Company to hold and protect the Trust Property or any part thereof as custodian on behalf of the Trustee; and shall also include the Trustee itself if it provides custodial services for the Fund.]
- 3.25 "Deposited Property" ¹⁷[means the aggregate proceeds of the sale of all Units at Offer Price after deducting there from or providing there out any applicable Front

13. Inserted vide 2nd Supplement dated October 29, 2007.

14. Substituted, vide 4th Supplement dated June 23, 2010, for "means such temporary bank account(s), being maintained by the Trustee, where the amounts received for investment through Administrative Plans are deposited prior to the amount being transferred to the respective Funds accounts in proportion to the Units being allocated in both and the accounts where the redemption proceeds from the funds are transferred prior to the payment of the redemption proceeds to the Unit Holders."

15. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as ""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."

16. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

17. Substituted, vide 4th Supplement dated June 23, 2010, for "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

end Load and Duties and Charges and includes the Investment and all income, profit and other benefits arising there from 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 this Deed but does not include any amount standing to the credit to the Distribution Account except any profit earned on the Distribution Account. Back end Load, if any, shall become part of the deposited property.]

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 ¹⁸[]" ¹⁹[means a ²⁰[person who performs distribution function for Collective Investment Scheme] and shall include the Management Company itself, if it performs the Distribution Function.]

3.29 "Distribution Function" means with regard to:

- ²¹(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) 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; and
- d) Accounting to the Management Company for all (i) payment instrument received from the applicants for issuance of Units; (ii) payment instrument

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."

18. Deleted vide 11th Supplement dated June 02, 2017. Before deletion read as "/Distribution Office".

19. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

20. Substituted, vide 11th Supplement dated June 02, 2017, for "company or companies, firm, or bank appointed by the Management Company, under intimation to the Trustee, for performing any or all of the Distribution Functions."

21. Substituted, vide 4th Supplement dated June 23, 2010, for

- "(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."

delivered to the Holders on redemption of Units; and (iii) 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" ²²[means the Load not exceeding five percent (5%) of the NAV which may be included in the Offer Price of certain class of Units. In this Offering Document, wherever the word 'Sales Load' is used, it will be construed to mean the Front-end Load which 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.

22. Substituted, vide 4th Supplement dated June 23, 2010, for "means the Sales Load that is included in the Offer Price of Units."

- 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.
- 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.
- ²³[3.43A "Open End Scheme" means a collective Investment Scheme which offers units for sale based on net asset value on continuous basis without specifying any duration for redemption and which entitles the holder of such units on demand to receive his proportionate share of the net assets of the scheme less any applicable charges on redemption or revocation.]
- 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;

23. Inserted vide 11th Supplement dated June 02, 2017.

- (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 ²⁴[and distributing bonus Units or partly both] and allocating Units to Holders on re-investment of dividends as per Clause 30.4 of the Trust Deed;
- (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.

²⁵[3.53 A "Regulations" means the Non-Banking Finance Companies and Notified Entities Regulations, 2008, as amended from time to time; (In this Offering Document, where reference is made to Rules, it shall be construed that it also refers to Regulations).]

24. Inserted vide 1st Supplement dated June 21, 2005.

25. Inserted vide 4th Supplement dated June 23, 2010.

3.54 ²⁶[]

²⁷[3.54A "Service Provider" means a company to whom functions related to Collective Investment Scheme (CIS) are delegated by the Management Company.]

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. ²⁸[The Management Company may itself perform the Registrar Function.]

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

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

26. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as ""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."

27. Inserted vide 7th Supplement dated March 24, 2015.

28. Inserted vide 1st Supplement dated June 21, 2005.

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.
²⁹[Muslim Commercial Financial Services (Private) Limited resigned as the trustee w.e.f June 11, 2005 and the Management Company appointed Central Depository Company of Pakistan Limited, a company incorporated under the Companies Ordinance, 1984, with its registered office at 8th Floor, Stock Exchange Building, Stock Exchange Road, Karachi 74000 as the trustee. The resignation of outgoing Trustee and appointment of new Trustee was approved by the Commission under the provisions of the Rules.]

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”.

³⁰[4.3 Category of the Fund

AIF is an open ended 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 ³¹[medium] risk appetite.

³²[Consistent with this policy, AIF will invest in a diversified portfolio of investment grade debt securities, Government Securities, money markets instruments, and reverse repo including ³³[Margin Trading System (MTS)] and any substitute thereof.]

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.

29. Inserted vide 1st Supplement dated June 21, 2005.

30. Inserted vide 4th Supplement dated June 23, 2010.

31. Substituted vide 14th Supplement dated April 01, 2020 for 'low'

32. Substituted, vide 4th Supplement dated June 23, 2010, for “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).”

33. Substituted, vide 11th Supplement dated June 02, 2017, for “Continuous Funding System (CFS)”.

³⁴[5.1A Performance Benchmark

The Performance Benchmark for Atlas Income Fund shall be average six (6) months KIBOR (Offer).]

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) ³⁵[]
- d) ³⁶[]
- 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.

34. Inserted vide 4th Supplement dated June 23, 2010.

35. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "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."

36. Deleted vide 11th Supplement dated June 02, 2017. Before deletion read as "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."

- 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

³⁷[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:

No.	Description	Minimum Issuer/Instrument Rating	Maximum Exposure	Minimum Exposure
1	Government Securities	Not Applicable	100%	0%
2	³⁸ [Margin Trading System (MTS)] and Spread Transactions	Not Applicable	40%	0%
3	Cash in Bank Accounts and near cash instruments (having maturity not exceeding 90 days)	BBB	100%	25%
4	Bank Deposits (exceeding 90 days maturity) and money market placements	BBB	15%	0%
5	Reverse Repo transactions	Subject to SECP or other regulatory approvals		

37. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

38. Substituted, vide 11th Supplement dated June 02, 2017, for "CFS".

6	Non-traded instrument or securities including, but not limited to, Certificate of Deposit (CoD), Certificate of Musharaka (CoM), TDRs and commercial papers	BBB		
7	Other fixed income securities (including TFCs/Sukuks)	BBB	75%	0%
8	Fixed Income securities issued by Federal Government, Provincial Government, Local Government, Government Agencies, Autonomous bodies and public sector entities, listed or otherwise and traded outside Pakistan	Subject to prior approval of SBP and SECP	30% (subject to a cap of USD 15 mn)	0%

a) The Management Company on behalf of 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) Anything other than Authorized Investment as defined herein;
- 8) 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;
- 9) Any security or place funds with any Bank, DFI, NBFC or Modaraba with a credit rating lower than 'investment grade'.

10) The Management Company shall not:

- Participate in a joint account with others in any transaction;
- Make short sale of any security or maintain a short position

b) At least 25% of the net assets shall be invested in cash and near cash instruments which include cash in bank accounts (excluding TDRs) and treasury bills not exceeding 90 days maturity;

c) No more than 15% of the net assets shall be invested in non-traded securities (including reverse repo, bank deposits, certificates of

investments (COI), certificate of musharaka (COM) and anything over 6 month maturity which is not a marketable security);

- d) The weighted average time to maturity of the net assets shall not exceed 4 years. The condition shall not apply to securities issued by the Federal Government and there is no restriction regarding the time to maturity or duration of any single asset in the portfolio.
- e) The Deposited Property shall be subject to such exposure limits as are provided in the Rules/Regulations, as amended from time to time (subject to any relaxations/exemptions that may be specifically given to the Fund by the Commission).
- f) The Management Company on behalf of the Fund shall not at any time rollover the investments, if in the opinion of trustee, the Fund would not be able to issue payment instrument for the redemption money to the unit holder within time period stipulated in the Regulations.]

5.4 Exception to Investment Restrictions

³⁹[In the event exposure limits are exceeded due to corporate actions including taking up rights or bonus issue and owing to appreciation or depreciation in value of any Investment, disposal of any Investment or Redemption of Units, the excess exposure shall be regularized within ⁴⁰[four] months of the breach of limits. ⁴¹[]]

5.5 Transactions with Connected Persons

⁴²[(a) AIF shall not be invested in any security of a company if any director or officer of the Management Company individually owns more than five per cent (5%) of the total amount of securities issued, or, the directors and officers of the Management Company collectively own more than ten per cent (10%) of those securities.

39. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

40. Substituted, vide 11th Supplement dated June 02, 2017, for "three".

41. Deleted vide 11th Supplement dated June 02, 2017. Before deletion read as "unless the said period of three months is extended by the Commission on an application by the Management Company."

42. Substituted, vide 4th Supplement dated June 23, 2010, for

- 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."

- (b) The Management Company on behalf of the Scheme shall not without the approval of its Board of Director in writing and consent of Trustee, purchase from, or sell any security to, any connected person or employee of the Management Company.
- (c) For the purpose of sub-paragraph (a) and (b) above, the terms director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- (d) Cash forming part of the property of the Scheme may be placed as deposits with the Trustee or an institution licensed to accept deposits.
- (e) Money can be borrowed from the Financial Institutions provided that the charges are not higher than the normal bank charges.]
- ⁴³[(f) The Management Company may undertake transactions involving sale and purchase of securities between the Collective Investment Schemes managed by it where the:-
 - (i) Sale and purchase decisions are in the best interest of the Schemes involved;
 - (ii) Transactions are executed on an arm's length and fair basis; and
 - (iii) Rationale for undertaking such transactions is documented prior to the execution.]

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 otherwise for the benefit of the Holders and that it does not prejudice the interest of the Holders, or any other matter that

43. Inserted vide 11th Supplement dated June 02, 2017.

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 ⁴⁴[income] 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

AIF shall offer and redeem Units to investors on a continuous 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. ⁴⁵[All Units and fractions thereof represent an undivided share in the Fund and rank pari passu as to their rights in the net assets, earnings and the receipts of dividends and distributions.] 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. ⁴⁶[Certificates shall not be issued under certain Administrative Plans governed by Supplementary Offering Documents. The Account Statement issued in this respect will be the final confirmation in respect of the Units purchased under the Administrative Plan.]

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

44. Inserted vide 4th Supplement dated June 23, 2010.

45. Substituted, vide 1st Supplement dated June 21, 2005, for “Fraction of Units will not be issued except on conversion to dividend, as per sub paragraph 11.4(c) of this Offering Document.”

46. Inserted vide 2nd Supplement, dated October 29, 2007.

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 ⁴⁷[,under intimation to the Trustee and SECP,] 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.

⁴⁸[The Management Company shall ensure that in case of suspension of redemption of units of the scheme due to extra ordinary circumstances, as stated above, and as per the provisions of the Regulations, the issuance of fresh units shall also be kept suspended until and unless the redemption of units is resumed.]

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.

47. Inserted vide 4th Supplement dated June 23, 2010.

48. Inserted vide 4th Supplement dated June 23, 2010.

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. ⁴⁹[The maximum period of borrowing shall be 90 days however; any net cash flows during interim period shall be utilized for repaying of borrowing.]
- 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.
- 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.

49. Substituted, vide 11th Supplement dated June 02, 2017, for "and the amount borrowed shall be paid within ninety days."

- 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.

⁵⁰[e There may be times when a portion of the investment portfolio of the Scheme is not compliant either with the investment policy or the minimum investment criteria of the assigned 'Category'. This non-compliance may be due to various reasons including, adverse market conditions, liquidity constraints or investment – specific issues. Investors are advised to study the latest Fund Manager Report specially portfolio composition and Financial statements of the Scheme to determine what percentage of asset of the scheme, if any, is not in compliance with the minimum investment criteria of the assigned Category. The latest monthly Fund Manager Report as per the format prescribed by Mutual Funds Association of Pakistan (MUFAP) is available on the website of the Atlas Asset Management Company (AAML) and can be obtained by calling/writing to AAML.]

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

50. Inserted vide 10th Supplement dated September 29, 2016.

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.

(i) 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)

(c) The Board of Directors of the Management Company

Name, Occupation and Address **Other Directorship**

Chairman

Mr. Yusuf H. Shirazi
Business

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

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

Vice Chairman & Chief executive

Mr. Habib-ur-Rahman
Business Executive

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

Allwin Engineering Industries Ltd.

Directors

Mr. Saquib H. Shirazi
Business

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

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

Mr. Fahim Ali Khan
Business Executive
10-B/II South Park Ave
Phase II DHA,
Karachi.

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

Mr. Sher Ali Mundrawala
Business

Atlas Honda Ltd.
Atlas Investment Bank Ltd.

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

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 industrialist and is Chairman of Atlas Group of Companies. He is also the founder member of Karachi and Lahore Stock Exchanges, 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 a 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 2000, 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. Saqib 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 Shirazi 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 the 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 Masters 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 Pensions Committee, Public Accounts Committee, Sind, in addition to participating in numerous other corporate and social forums.

(ii) 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.

⁵¹[(iii) The Management Company shall:

- Within ⁵²[three] months of closing of the accounting period of the Open End Scheme, transmit ⁵³[or make available on its website] to the unit holders, the trustee, the Commission and stock exchanges, on which the units or certificates of the scheme are listed, the annual report as per the requirements set out in Schedule V of the Regulations, including, -
 - (i) copy of the balance sheet and income statement;
 - (ii) cash flow statement;
 - (iii) statement of movement in unit holders' fund or net assets or reserves; and
 - (iv) the auditor's report of the Open End Scheme

⁵⁴[The Management Company shall make the printed copy of the said accounts available to any unit holder, free of cost, as and when requested.]

- Within one month of the close of first and third quarters and within two months of the close of second quarter, prepare and transmit ⁵⁵[or make available on its website] to the unit holders, the trustee, the Commission and the stock exchanges, on which the units of the scheme are listed:
 - (i) balance sheet as at the end of that quarter;
 - (ii) income statement;
 - (iii) cash flow statement;
 - (iv) ⁵⁶[statement of movement in unit holders' or certificate holders' fund or net assets or reserves; and]
- ⁵⁷[(v) statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market) and the percentage in relation to its own net assets and the issued capital of person whose securities are owned for that quarter, whether audited or otherwise.

Provided that the AMCs may transmit or make available the said quarterly accounts to the unit or certificate holders by placing them on its website and the Asset Management Company shall make the printed copy of the said

51. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

52. Substituted, vide 11th Supplement dated June 02, 2017, for "four".

53. Inserted vide 11th Supplement dated June 02, 2017.

54. Inserted vide 11th Supplement dated June 02, 2017.

55. Inserted vide 11th Supplement dated June 02, 2017.

56. Substituted, vide 11th Supplement dated June 02, 2017, for "statement of movement in unit holders' fund or net assets or reserves; and statement showing the securities owned at the beginning of the relevant period, securities purchased or sold during such period, and the securities held at the end of such period together with the value (at carrying and at market) and the percentage in relation to its own net assets and the issued capital of person whose securities are owned for that quarter, whether audited or otherwise."

57. Inserted vide 11th Supplement dated June 02, 2017.

accounts available to any certificate or unit holder, free of cost, as and when requested.]

- (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.
- ⁵⁸[(ix) The Management Company/Authorized Branch (es) of the Distributors shall formally forward all the requests for dealing in Units, duly time and date stamped, to the Trustee within 24 hours of the receipt of such requests.
- (x) The Management Company shall ensure that no entry and exit to the scheme (including redemption and reissuance of units to the same unit holders on different NAVs) shall be allowed other than cash settled transactions based on the formal issuance and redemption request, unless permitted otherwise by the Commission under the Regulations.
- (xi) The Management Company on behalf of the Fund shall not at any time net off any investment of the Fund against the investment of the Unit Holder(s) in the Fund.
- (xii) The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.]

⁵⁹[6.1A The Management Company has delegated its Back Office Accounting Function in line with SECP Circular No. 24/2013 dated December 06, 2013, as amended from time to time.]

6.2 Trustee – Muslim Commercial Financial Services (Private) Limited

⁶⁰[With effect from June 11, 2005, with the signing of the Deed of Change of Trustee and First Supplemental Trust Deed dated June 11, 2005, **Central Depository**

58. Inserted vide 4th Supplement dated June 23, 2010.

59. Inserted vide 7th Supplement dated March 24, 2015.

60. Substituted, vide 1st Supplement dated June 21, 2005, for

Company of Pakistan Limited, an unlisted public company, incorporated under the Companies Ordinance, 1984, having Registered Office at 8th Floor, Karachi Stock Exchange Building, Stock Exchange Road, Karachi and registered to act as central depository company under Rule 4(3) of the Central Depository Companies (Establishment & Regulation) Rules, 1996, (hereinafter called "CDC", which expression where the context so permits, shall include its successors in interest and assigns) has been appointed as the Trustee in place of the retiring Trustee Muslim Commercial Financial Services (Pvt.) Limited. The principal business of the company is to act as a depository for securities and to open securities accounts. From the year 2002, CDC expanded its business activity to provide trustee/custodial services to mutual funds sector. CDC is acting as trustee for funds under management by all the leading asset management companies/investment advisers. All trustee related operations of CDC are completely automated and supported by strong and efficient computerized system and dedicated staff.]

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. ⁶¹[The Trustee shall issue a report to be included in the annual and second quarter report of the Collective Investment Scheme and therein state whether, in its opinion, the Management Company has in all material respects managed the Scheme in accordance with the provisions of the Constitutive Documents, the Rules and these Regulations, and if the Management Company has not done so, the respects in which it has not done so and the steps that the trustee has taken in respect thereof.]

" 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:

	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%	--	--	--

61. Substituted, vide 4th Supplement dated June 23, 2010, for "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 ⁶²[] 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.
- x. ⁶³[Trustee shall not invest in the Units of the Fund.
- xi. The Trustee shall immediately inform the Commission if any action of the Asset Management Company contravenes the Ordinance, the Rules, the Regulations, Constitutive Documents, guidelines, codes, circulars, directives or any other applicable laws.]

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

62. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "reasonable".

63. Inserted vide 4th Supplement dated June 23, 2010.

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

⁶⁴[The list of authorized branches designated for acceptance of applications for issuance, redemption, conversion and transfer of units of AIF is provided in Part XXI of the Offering Document and updated on the website of Atlas Asset Management Limited i.e. www.atlasfunds.com.pk. The Management Company shall receive the said applications only at such designated points as updated on the website.]

- 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 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

64. Substituted, vide 4th Supplement dated June 23, 2010, for "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"

- 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 ⁶⁵[may] 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

⁶⁶[By an agreement, the Management Company has appointed ITMinds Limited (having its registered office at 99-B, Block 'B', S.M.C.H.S., Main Shahrach-e-Faisal, Karachi, Pakistan, 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

65. Substituted, vide 4th Supplement dated June 23, 2010, for "shall".

66. Substituted vide 7th Supplement dated March 24, 2015, for " 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. *{The Transfer Agent has resigned and w.e.f. April 23, 2005 the Management Company has made in-house arrangement for providing transfer agent function to the Unit Holders at its main Karachi office premises, given under 6.5 above}"

* The text was inserted vide 1st Supplement dated June 22, 2005.

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.

⁶⁷[6.10 Service Provider

- 6.10.1 The Management Company has signed an agreement with ITMinds Limited (Service Provider) having its registered address at 99-B, Block 'B', S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, to appoint ITMinds Limited as service provider. The appointment has been made after due assessment of Service Provider capacity which includes availability of relevant IT infrastructure and Systems along with competent human resources to undertake the Back Office functions.
- 6.10.2 The Management Company hereby indemnifies that rights of the Unit Holder either directly or indirectly would not affect due to any action / service performed under the agreement. Further, in the event of any conflict between Service Level Agreement executed between the Management Company and service provider and the provision of the Offering Documents / Trust Deed, NBFC Rules, and NBFC & NE Regulations, the latter shall supersede and prevail over the provisions contained in the Service Level Agreement.
- 6.10.3 The responsibility of the Management Company/Trustee as contained in the Rules/Regulations and Constitutive Documents shall not be affected by the delegation of Back Office functions in line with SECP Circular No. 24/2013, as amended from time to time.]

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.5,000/- per application.

⁶⁸[b) The Management Company may issue any of the following classes of Units of AIF:

- (1) Class "A" Units that shall be charged with No Sales Load and shall include any Units issued as a result of re-investment of distributable income or any Units issued as Bonus Units pursuant to the Trust Deed and the Offering Document and shall also include the Units that have been subscribed by the Core Investors, subject to the condition mentioned in Para 6.4 that these cannot be redeemed before the lapse of two years from the date of issue.
- (2) Class "B" Units that shall be charged with Front-end Load of 2% and can be redeemed any time as provided in the Trust Deed and Offering Document. No Back-end Load is applicable on these Units.
- (3) Class "C" Units that shall be issued for specific allocation schemes/investment plans which have a defined time frame/period and these Units shall have a Front-end Load of 2% and a Back-end Load of 2% if redeemed before the period of maturity. No Back-end Load will be applicable after maturity.

67. Inserted vide 7th Supplement dated March 24, 2015.

68. Substituted, vide 2nd Supplement, dated October 29, 2007, for "The Units of AIF will be of one type and shall rank *pari passu* with each other."

- (4) Class “D” Units that shall be issued ⁶⁹[] wherein the investors shall have the option to receive distribution income in the form of cash or stock dividend. Other than this option, these Units shall have the same structure as Class “B” Units.

Irrespective of the different classes of Units as set out in this clause, all Units issued from time to time shall rank pari passu with each other as to their rights in assets, earnings and the receipt of dividends or distributions as may be declared by the Management Company.]

- 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) ⁷⁰[] 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 ⁷¹[at the close of the Business] day. AIF shall announce the Offer and Redemption prices on a daily basis.
- e) During the Initial Period, Units will also be issued based 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 ⁷²[of Class “B”, “C” and “D”] 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 ⁷³[of Class “B”, “C” and “D”] will be redeemed at NAV less any back end load, ⁷⁴[if applicable,] 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 ⁷⁵[paise].
- 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.
- ⁷⁶[i) The Management Company may offer the Holder(s) of Class D Units the option to receive distribution income in the form of cash or stock dividend. Please refer to paragraph 11.9 of this Offering Document.
- j) The Management Company may market the Fund/ any Administrative Plan in conjunction with group life or other insurance schemes or any other scheme subject to approval of the Commission. These supplementary schemes would not be compulsory for all the Unit Holders to join and the Trustee would be authorized to deduct the premiums only from the payment amounts of those Unit Holders who have opted to join such schemes. The details of such arrangements shall be provided through a Supplementary Offering Document. The Front-end

69. Deleted vide 3rd Supplement, dated February 29, 2008. Before deletion read as “to such investors who hold a minimum investment of Rupees 100 million”.

70. Deleted vide 2nd Supplement, dated October 29, 2007. Before deletion read as “The units will be issued at the Offer Price applicable for the day cleared funds are received from the investors.”

71. Deleted vide 2nd Supplement, dated October 29, 2007. Before deletion read as “of the previous”.

72. Inserted vide 2nd Supplement, dated October 29, 2007.

73. Inserted vide 2nd Supplement, dated October 29, 2007.

74. Inserted vide 2nd Supplement, dated October 29, 2007.

75. Substituted vide 14th Supplement dated April 01, 2020 for ‘two decimal places

76. Inserted vide 2nd Supplement, dated October 29, 2007.

Load shall be deducted from the amount received after the deduction of the premium amount and only then the Units shall be issued. The Trustee would, on the instructions of the Management Company, directly deposit the deducted premium with the relevant company. Only the net amount received for issuance of Units after deduction of the premium and Sales Load would form part of the Deposited Property. The Holder may also provide the premium amount in addition to the payment through a separate cheque in favour of the life insurance or other insurance company.

- k) A Unit Holder may convert the Units held by him in the Fund/ a Unit Trust Scheme/ Administrative Plan managed by the Management Company into units of another Unit Trust Scheme/ Administrative Plan managed by the Management Company subject to the terms of the respective Offering Documents/ Supplementary Offering Documents of the Fund(s) or the terms stated in the Supplementary Offering Document(s) relating to the respective Administrative Plan(s).

The request for conversion may be made by filling out a Form titled "Application Form for the Conversion of Plans/Funds" and lodging it with a Distributor/ Management Company/ Transfer Agent. The Transfer Agent shall carry out the conversion after satisfying himself that all the requisite formalities have been completed and payment of the applicable taxes and fees, if any, has been received.

Such conversions shall be at the NAV of the respective Fund(s)/ Unit Trust Scheme(s) plus a processing charge not exceeding one half of one percent. The Management Company at its discretion charge reduced or no processing charge for such conversions.]

7.2 Purchase and Redemption of Units

- a) Units can be purchased at the Offer Price and redeemed at the Redemption Price at any one of the Authorized Distribution Offices on any Business Day, ⁷⁷[] 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.

77. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "which will be from Monday to ^{*}{Saturday} of each week.

^{*} The text was substituted, vide 2nd Supplement dated June 21, 2005, for "Friday".

- 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 ⁷⁸[Business] day. ⁷⁹[]
- c) The Offer Price ⁸⁰[of Class B, C, and D Units] shall be equal to the sum of the Net Asset Value (NAV) as of the close of the Business Day ⁸¹[], 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 ⁸²[paisa]. ⁸³[The Management Company may announce different plans under different administrative arrangements with differing levels of Front-end Load. The Management Company may, at its discretion, charge different levels of the Front-end Load to different investors.]
- d) The Redemption Price ⁸⁴[of Class B and D Units] shall be equal to NAV as of the close of the Business Day, ⁸⁵[] 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 ⁸⁶[paisa]. ⁸⁷[The Redemption Price of Class C Units shall be equal to NAV as of the close of the Business Day on the day of announcement less a Back-end Load at the rate of two percent (2%) of NAV if redeemed prior to the specified maturity date (subject to revisions by the Management Company from time to time, with prior approval of SECP) and such 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. The Management Company may announce different plans under different administrative arrangements with differing levels of Back-end Load.]
- e) ⁸⁸[The NAV of the Fund shall be announced by the Management Company as per the direction of SECP from time to time, on its own website i.e. www.atlasfunds.com.pk, as well as submitted to MUFAP for hosting on its website.] The Management Company shall, ⁸⁹[as may be determined by the Commission and the Mutual Funds Association of Pakistan (MUFAP) from time to time, report the Offer and Redemption Prices to the MUFAP within the time limit prescribed, for consolidated press publication on the following day, or as per the amended procedure adopted by the MUFAP from time to time. The Offer and Redemption Prices applicable to the Administrative Plans shall be made available on the website of the Management Company and at the Distribution Offices of the Management Company.]

78. Inserted vide 2nd Supplement, dated October 29, 2007.

79. Deleted vide 2nd Supplement, dated October 29, 2007. Before deletion read as "If a day is not a Business Day the price will be announced on the preceding Business Day".

80. Inserted vide 2nd Supplement, dated October 29, 2007.

81. Substituted, vide 2nd Supplement, dated October 29, 2007, for "immediately preceding the day of the announcement"

82. Substituted, vide 14th Supplement, dated April 01, 2020, for "two decimal places"

83. Inserted vide 2nd Supplement, dated October 29, 2007.

84. Inserted vide 2nd Supplement, dated October 29, 2007.

85. Deleted vide 2nd Supplement, dated October 29, 2007. Before deletion read as "immediately preceding the day of the announcement"

86. Substituted, vide 14th Supplement, dated April 01, 2020, for "two decimal places"

87. Inserted vide 2nd Supplement, dated October 29, 2007.

88. Inserted vide 4th Supplement dated June 23, 2010.

89. Substituted, vide 2nd Supplement, dated October 29, 2007, for "publish the Offer and Redemption Prices in at least one English *{ } 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."

* The text was deleted vide 1st Supplement, dated June 21, 2005. Before deletion the word read as "and one Urdu"

f) ⁹⁰[]

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) ⁹¹[] above exceeds the relevant amount of such Duties and Charges the ⁹²[Transfer Agent shall issue additional Units or fractions thereof to the Unit Holders based on the price applicable to the Units issued against the relevant application.

In the event the amount recovered as provision for payment of Duties and Charges pursuant to sub-paragraph 7.3 (d) above, the excess amount shall form part of the Deposited Property.]

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 up to 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

90. Deleted vide 2nd Supplement, dated October 29, 2007. Before deletion read as "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."

91. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "and 7.3 (d)".

92. Substituted, vide 4th Supplement dated June 23, 2010, for "The Trustee shall refund such excess amount to the relevant Holders along with the next income distribution or if instructed by the Management Company, at any time earlier".

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

⁹³[The Management Company on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the Unit Holders, not less than ninety per cent of the accounting income of the Collective Investment Scheme received or derived from sources other than capital gains as reduced by such expenses as are chargeable to a Collective Investment Scheme under the Regulations.

For the purpose of this Clause the expression “accounting income” means income calculated in accordance with the requirements of International Financial Reporting Standards (IFRS) as are notified under the Companies Act, 2017, the Regulations and the directives issued by SECP. Wherever the requirement of Regulations or the directives issued by SECP differs with the requirement of IFRS, the Regulations and the said directives shall prevail. 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.

93. Substituted, vide 11th Supplement dated June 02, 2017, for “At least 90% of the income and realized capital gains received by AIF will be distributed annually as dividend (or bonus Units, wholly or in part) 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.”

⁹⁴The text was inserted vide 1st Supplement dated June 21, 2005.

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.
 - 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

⁹⁴[(a)] Payment for Units can be made by cheque or bank or pay order, made payable to ⁹⁵["CDC-]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.

⁹⁶[(b)] ⁹⁷[The Management Company may request the Trustee to make arrangements to accept issuance of units requests electronically (that is, web based), IVR (Interactive Voice Response) or by any other means such as bank auto debit instructions, credit cards and debit cards. The Management Company may also request the Trustee to open bank accounts at different banks to facilitate the investment through the ATM facility. Any such arrangements shall be notified to the Unit Holders as and when introduced by the Management Company.]

In case of submission of electronic online investment requests the Investor's user ID and password will authenticate his/her identity.]]

8.4 Joint Application

(a) ⁹⁸[Joint application can be made by up to a group of four 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.

94. Para 8.3 renumbered as "Para 8.3 (a)" vide 2nd Supplement, dated October 29, 2007

95. Substituted, vide 1st Supplement dated June 21, 2005, for "the The".

96. Inserted vide 2nd Supplement, dated October 29, 2007.

97. Substituted, vide 11th Supplement dated June 02, 2017, for "The Management Company may make arrangements to accept electronic forms of payments, such as bank auto debit instructions, credit cards and debit cards (as and when introduced by the Management Company, with proper notification to the Unit Holders) or in such form (other than through cash or any bearer instruments) as is prescribed by the Management Company, in favor of the Trustee at the Authorized Branch or office of any Distribution Company on any Subscription Day. It is reiterated that only Authorized Branches of Distribution Companies are authorized to collect application and payment for issue of Units for non-electronic applications and payment methods. Any surcharge/additional costs incurred during such transactions will be borne by the Unit Holder or the Management Company as may be agreed upon but shall not be charged to the Fund. Such charges/ additional costs, if payable by the Unit Holder, shall be properly disclosed to the Unit Holders.

98. Substituted, vide 4th Supplement dated June 23, 2010, for "Joint application can be made by up to 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."

- 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.
- ⁹⁹[c) The Management Company may request the Trustee to make arrangements to accept redemption requests electronically (that is, web based), IVR (Interactive Voice Response) or by any other means. The Management Company may also request the Trustee to open bank accounts at different branches of banks to facilitate the redemption of Units through the ATM facility. Any such arrangements shall be notified to the Unit Holders as and when introduced by the Management Company.
- d) In case of submission of electronic online redemption requests the Holder's user ID and password will authenticate the Holder's identity.]

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).

⁹⁹. Inserted vide 2nd Supplement, dated October 29, 2007.

- b) ¹⁰⁰[However, if so instructed by the Unit Holder, the Management Company may try to make payment of the redemption proceeds 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 (nevertheless the Management Company have maximum six days for payment of redemption proceeds) 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.

100. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

- 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:
 - 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

¹⁰¹[The Register may be closed with intimation to the Trustee for such period as the Management Company may from time to time determine and after giving at least seven days' notice to Unit Holder(s), provided that it is not closed for more than forty-five days in any calendar year. However, in no case the time period for closure of register for dividend declaration shall exceed six (6) working days at a time.]

¹⁰²[PART X (A)-CONVERSION OF UNITS]

10(A).1 Application Procedure

- (a) A Unit Holder may convert the Units held by him in the Fund/ a Unit Trust Scheme/ Administrative Plan managed by the Management Company into units of another Unit Trust Scheme/ Administrative Plan managed by the Management Company subject to the terms of the respective Offering Documents/ Supplementary Offering Documents of the Fund(s) or the terms stated in the Supplementary Offering Document(s) relating to the respective Administrative Plan(s) by submitting an application form for the Conversion of Plans/Fund to the Distributor/ Management Company/ Transfer Agent.
- (b) Application for conversion of Units can be made on any Business Day during Business Hours.

¹⁰¹. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

¹⁰². Inserted vide 2nd Supplement, dated October 29, 2007.

¹⁰³[(c) The Management Company may request the Trustee to accept Conversion/Switching requests electronically (that is, web based), IVR (Interactive Voice Response) or by any other means. The Management Company may also request the Trustee to open bank accounts at different banks to facilitate the Conversion/Switching of Units, from one fund to another fund managed by AAML, through the ATM facility. Any such arrangements shall be notified to the Investors as and when introduced by the Management Company.

In case of submission of electronic online Conversion/Switching requests the Investor's user ID and password will authenticate his/her identity.]

10(A).2 Payment of Conversion Proceeds

On receiving the conversion of Units such instructions from the Management Company, the Trustee shall transfer the appropriate amounts from one Unit Trust to the other Unit Trust under the same Trustee or the trustee of the other unit trust as the case may be. Such transfers may be in the form of exchange of the payment cheques, or such amounts would be directly debited from the bank account of the Fund and credited to the bank account of the other fund or vice versa.

10(A).3 Verification of Conversion Application Form

On receipt of the Conversion Application Form, the Transfer Agent shall verify:

- (a) The holding stated on the conversion application form
- (b) Signature of the Holder
- (c) payment of the applicable taxes and fees, if any, has been received

Where the application form for the Conversion of Plans/Funds has been verified, the verified conversion application form will be the only instrument accepted by the Management Company/ Transfer Agent for conversion of units. In the event of any discrepancy between the Unit holding mentioned on the Form by the Unit Holder and the Unit holding in the records of the Transfer Agent wherein the Units mentioned by the Unit Holder in the conversion application form are more than the Unit holding being reflected in the Unit Holders Register, the Unit Holder will be required to re-sign the verified conversion application form, agreeing the revised number of Units.]

¹⁰⁴[PART X (B)-DATE AND TIME STAMPING

All designated points for acceptance of applications for issuance, redemption, transfer and conversion of units shall have appropriate date and time stamping mechanism for timely acknowledgement of the said applications.

PART X (C) CUT-OFF TIMINGS

The Cut-off timings for acceptance of applications for issuance, redemption, conversion and transfer of units of AIF are:

- Monday to Friday: 9.00 am to 4.00 pm.]

103. Inserted vide 11th Supplement dated June 02, 2017.

104. Inserted vide 4th Supplement dated June 23, 2010.

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

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 ¹⁰⁵[or bonus Units or partly both] 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

¹⁰⁶[The amount available for distribution in respect of any Accounting Period shall be the sum of all income (realized / unrealized), from which shall be deducted:

- the expenses, as stated in Clause 12.1 of this Offering Document; and
- any taxes of the Fund]

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 ¹⁰⁷[ex-dividend] NAV ¹⁰⁸[as calculated on the business-day immediately preceding the first day of book closure announced for such purpose.]
- c) Fractions of a Unit will be issued up to ¹⁰⁹[four] decimal places of a whole Unit ¹¹⁰[.] ¹¹¹[] Certificates will not be issued for fractions of Units.

105. Inserted vide 1st Supplement dated June 21, 2005.

106 Replaced vide 15th supplemental dated November 12, 2021.

107. Inserted vide 11th Supplement dated June 02, 2017.

108. Substituted, vide 11th Supplement dated June 02, 2017, for "on June 30, as certified by the Auditors, after appropriation of the income of that year."

109. Substituted, vide 1st Supplement dated June 21, 2005, for "two".

110. Substituted, vide 1st Supplement dated June 21, 2005, for "Comma".

111. Deleted vide 1st Supplement dated June 21, 2005. Before deletion read as "and any amount remaining (if any) may be distributed to the Unit Holder".

11.5 Payment of Dividend

¹¹²[All payments for dividend shall be made by dividend warrant issued by Management Company under intimation to the Trustee or by payment instruments issued by the Trustee at the instruction of Management Company in favor of the Unit Holder or to the first named Joint Holder and sent through the registered post at their registered address. Every payment instrument shall be made to or to the order of the person to whom it is to be paid.]

11.6 Payment through Bank of Dividend/Redemption Proceeds

¹¹³[Unless otherwise advised by the unit/certificate holders, all dividends to which a unitholder is entitled, shall be credited by the Management Company in the bank account of the unit holder provided by him/her on the application for investment or otherwise.] 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

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

¹¹⁴**11.8 Stock Dividend**

The Management Company may decide to distribute in the interest of Holders, wholly or in part the distributable income in the form of stock dividend which would comprise of the Bonus Units of the Trust. The Bonus Units would rank pari passu as to their rights in the Net Assets, earnings, and receipt of dividend and distribution with the existing Units from the date of issue of these Bonus Units. The Bonus Units will be calculated as laid down in Paragraph 11.4 (b) of the Offering Document published on March 09, 2004.

Bonus Units are hereby defined as the Units issued on distribution of distributable income, in the form of stock dividend.]

¹¹⁵**11.9 Income Distribution**

The Management Company may offer the Holder(s) of Class D Units the option to receive distributable income in the form of cash or stock dividend.

PART XI (A)-ADMINISTRATIVE PLANS

- (a) The Management Company may offer different Administrative Plans, where such Plans allow investors a focused investment strategy in any one or a combination of unit trust schemes, managed by the Management Company. These schemes shall have the same Trustee.

112. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

113. Substituted, vide 11th Supplement dated June 02, 2017, for "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."

114. Inserted vide 1st Supplement dated June 21, 2005.

115. Inserted vide 2nd Supplement dated October 29, 2007.

- (b) The details of the Administrative Plan(s) shall be provided in the Supplementary Offering Document(s) specific for each Administrative Plan which shall contain the specific features of that Administrative Plan.
- (c) Investment in the Administrative Plan will be done by submission of an Application Form for purchase of Units in an Administrative Plan along with the payment in favor of -“CDC-Trustees Atlas Funds”. The payment mode shall be the same as provided in Para 8.3 (a) and (b) above.
- (d) Requests for redemption of Units from an Administrative Plan can be made by submission of Redemption Form, following the procedure mentioned in Part IX above. Back-end Load will be deducted where applicable.]

PART XII - FEES AND CHARGES

12.1 Expenses of Atlas Income Fund

- (a) The following expenses will be borne by the AIF
 - 1) ¹¹⁶[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 Pre-IPO Capital or Rs.5.0 million whichever is lower and will be amortized over a period not less than five years; and
 - 10) Taxes, if any, applicable to the Trust.
 - 11) Charges and levies of Stock Exchange, National Clearing and Settlement Company;
 - 12) Printing Cost and related expenses for issuing the quarterly, half-yearly and annual reports, etcetera of the Scheme; ¹¹⁷[]

116. Substituted, vide 4th Supplement date June 23, 2010, for

- "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."

117. Deleted vide 11th Supplement date June 02, 2017. Before deletion read as "and".

¹¹⁸¹¹⁹[13) Fees and expenses related to registrar services, accounting, operation and valuation services related to CIS.

¹²⁰14) Selling and marketing expenses for the purpose of opening and maintenance of branches; payment of salaries/commission to sales team and distributors; advertising and publicity expense; development of alternate delivery/distribution channels for CIS; or as may be amended from time to time and]

¹²¹[15] Any other expense or charge as may be allowed by the Commission.]

¹²²16 Total Expense ratio: Total Expense ratio shall be capped up to 2.5% of the Net Assets of the Fund or any other limit as may be directed by SECP from time to time.

12.2 Management Company

(a) ¹²³[An accrued remuneration equal to an amount not exceeding 1.5% of average annual net assets, that has been verified by the trustee and is payable in arrears on monthly basis:

Provided that an Asset Management Company may charge performance based or fixed fee or the combination of both which shall not exceed the limit prescribed in this regulation and such fee structure shall be disclosed in the offering document.]

(b) The payment to Custodian, (if any) will be ¹²⁴[charged to the Fund] 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) ¹²⁵[]

12.3 Trustee

¹²⁶[The Trustee shall be entitled to a monthly remuneration out of the Trust Property as per Annexure "A".

118. Inserted vide 11th Supplement dated June 02, 2017.

119. Substituted, vide 12th Supplement dated October 02, 2019, for "Fees and expenses related to registrar services, accounting, operation and valuation services related to the scheme maximum up to 0.1% of average annual net assets of the scheme or actual whichever is less;".

120. Substituted, vide 12th Supplement dated October 02, 2019, for "Expenses incurred in connection with selling and marketing expenses subject to such amount and conditions as specified by the Commission; and]

121. Substituted, vide 11th Supplement dated June 02, 2017, for "13".

122. Inserted, vide 12th Supplement dated October 02, 2019

123. Substituted, vide 11th Supplement dated June 02, 2017, for "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."

124. Substituted, vide 4th Supplement dated June 23, 2010, for "made by the Trustee".

125. Deleted vide 11th Supplement date June 02, 2017. Before deletion read as "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."

126. Substituted, vide 11th Supplement dated June 02, 2017, for "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 (Rs. in millions)	Tariff
From 1 to 1,000	Rs. 0.7 million or 0.20% of NAV, whichever is higher
Over Rs. 1,000	Rs. 2.0 million plus 0.10% of NAV exceeding Rs.1,000 million

\$. This was substituted, vide 1st Supplement dated June 21, 2005, for

The remuneration shall begin to accrue following the expiry of the Initial Period. For any period other than an Annual Accounting Period such remuneration will be prorated on the basis of the actual number of days for which such remuneration has accrued in proportion to the total number of days in an Annual Accounting Period concerned. Any upward change in the remuneration of trustee from the existing level shall require prior approval of the Commission.]

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

¹²⁷[A non-refundable annual fee equal to 0.1% of NAV will be paid to Commission.]

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, ¹²⁸[Class B, C and D] 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. ¹²⁹[Class B, C and D] Units will be redeemed at NAV less any back end load, ¹³⁰[if applicable,] 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 ¹³¹[paise].

c. ¹³²[]

¹³³[d.] ¹³⁴[]

PART XIII - TAXATION

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.

127. Substituted, vide 11th Supplement dated June 02, 2017, for "An amount equal to 0.1 % of NAV will be paid to Commission per annum."

128. Inserted vide 2nd Supplement dated October 29, 2007.

129. Inserted vide 2nd Supplement dated October 29, 2007.

130. Inserted vide 2nd Supplement dated October 29, 2007.

131. Substituted, vide 14th Supplement, dated April 01, 2020, for "two decimal places"

132. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "Sales Load is intended to cover costs of issue, including sales promotion, transfer, and redemption of units."

133. Inserted vide 4th Supplement dated June 23, 2010.

134. Deleted vide 11th Supplement dated June 02, 2017. Before deletion read as, "Any cost associated with sale, marketing and advertisement of the Fund shall not be charged to the Fund."

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 Tax Year 2005.
- 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 ¹³⁵[other than] 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

135. Substituted, vide 11th Supplement dated June 02, 2017, for "and realized".

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%
If received by any other person, including a non-resident	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 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, Unit holders 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 Unit holder, and (c) Rupees One hundred thousand, and will be calculated by applying the average rate of tax of the Unit holder 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 Pakistani 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 along with other reports. However, in the event the Trustee's report is not available for dispatch 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 ¹³⁶[] 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) ¹³⁷[A Register of Unit Holders shall be maintained Transfer Agent pursuant to the Regulations, the Trust Deed and this Offering Document.]
- 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

¹³⁶. Deleted vide 4th Supplement dated June 23, 2010. Before deletion read as "and the Trustee."

¹³⁷. Substituted, vide 4th Supplement dated June 23, 2010, for "A Register of Unit Holders shall be maintained by Muslim Commercial Bank Limited."

- 138[]
- 1) Certificate number, if applicable;
- 2) Date of purchase/redemption/transfer and the reference number, if any;
- 3) Number of Units held;
- 4) Record of verification of Transfer forms/Redemption forms; and
- 5) Such other information as the Management Company may require.

Instructions

- 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 ¹³⁹[or encashment of Bonus Units];
- 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 ¹⁴⁰[Next of KIN] 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

¹⁴¹[Upon confirmation that the Offer Price for each Unit has been received in full from the applicant, the Transfer Agent ¹⁴²[/Management Company] shall issue an ¹⁴³[electronic] Account Statement that will constitute evidence of the number of Units registered in the name of the Holder.]

The Transfer Agent¹⁴⁴[/Management Company] will send directly to each Unit Holder a non-transferable ¹⁴⁵[electronic] 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; ¹⁴⁶[]
- 6) additional units are issued against re-investment of dividend ¹⁴⁷[or issuance of bonus Units] ¹⁴⁸[; and

138. Deleted and other points renumbered vide 1st Supplement dated June 21, 2005. Before deletion point read as "Distinctive numbers".

139. Inserted vide 1st Supplement dated June 21, 2005.

140. Substituted vide 15th supplemental dated November 12, 2021 for Nominee.

141. Substituted, vide 4th Supplement dated June 23, 2010, for "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."

142. Inserted vide 11th Supplement dated June 02, 2017.

143. Inserted vide 11th Supplement dated June 02, 2017.

144. Inserted vide 11th Supplement dated June 02, 2017.

145. Inserted vide 11th Supplement dated June 02, 2017.

146. Deleted vide 11th Supplement dated June 02, 2017. Before deletion read as "and".

- 7) send an investment account statement to each unit/certificate holder on the registered mailing address provided by the unit holder at least once in a year. An Asset Management Company shall provide the account statement to the investors within 7 working days from the receipt of such request.]

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.
- ¹⁴⁹[b](1) Certificate(s) will not be issued for any Units purchased under Administrative Plan(s) governed by Supplementary Offering Documents.]
- 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) ¹⁵⁰[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 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 ¹⁵¹[] serial number and shall specify the number of Units represented thereby and the name and address of the Holder as appearing in the Register.
- 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

¹⁴⁷. Inserted vide 1st Supplement dated June 21, 2005.

¹⁴⁸. Substituted, vide 11th Supplement dated June 02, 2017, for "An Account Statement will be posted within fifteen Business Days after each relevant transaction."

¹⁴⁹. Inserted vide 2nd Supplement dated October 29, 2007.

¹⁵⁰ Replaced vide 15th supplemental dated November 12, 2021.

¹⁵¹. Deleted vide 1st Supplement dated June 21, 2005. Before deletion read as "distinctive and".

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 along with 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.

¹⁵² []

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-

¹⁵² Deleted vide 15th supplemental dated November 12, 2021, before deletion; **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.

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
Sharaf Firdousi, Clifton,
Karachi.

NET ASSET VALUE OF EACH UNIT OF ATLAS INCOME FUND

Dear Sir:

As requested by you, we have ascertained from the books of accounts and records of Atlas Income Fund (AIF) that the net assets 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

¹⁵³[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 less than five years. The cost will not exceed Rs.5,000,000/- or 1% of the amount of Pre-IPO Capital, whichever is lower.]

153. Substituted, vide 4th Supplement dated June 23, 2010, for "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

¹⁵⁴[The copies of constitutive documents, such as the Deed and the Offering Document, can be inspected free of charge at the addresses given below, however such documents shall also be available on the web site of Atlas Asset Management Limited i.e., www.atlasfunds.com.pk.]

HEAD OFFICE

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

Telephone # (92-21) 5379505-08

Fax # (92-21) 5379280

TRUSTEE OFFICE

CDC-House, 99-B, Block 'B', S.M.C.H.S. Main Shahra-e-Faisal, Karachi-74000.

Telephone # 0800 23275 (Toll free)]

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.

154. Substituted, vide 11th Supplement dated June 02, 2017, for "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

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."

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

¹⁵⁵[The current address of the authorized branches/saving centers and distribution offices are as given below. The updated list of Authorized Branches/Saving Centers and

155. Substituted, vide 11th Supplement dated June 02, 2017, for “* (This list is based on the current address of the authorized distribution offices of the Management Company and can be changed due to relocation of office or additions or deletions. The updated list of Authorized Branches of the Distribution Offices can be found on the website of Atlas Asset Management Limited i.e. www.atlasfunds.com.pk.

HEAD OFFICE

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

Telephone # (92-21) 5379505-08

Fax # (92-21) 5379280

REGIONAL OFFICES

Contact Person: Mr. Asjad Ali

C/O Atlas Honda Ltd., 1-Mcleod Road

Lahore

Mobile #: 0321-4181292

Telephone #: (92-42) 7225015-17, Fax #: (92-42) 7351119

Contact Person: Mr. Mohsin Sarwar

C/o Atlas Bank Limited, Bank Road Branch, 60, Bank Road

Rawalpindi

Mobile #: 0334-5167035

Telephone #: (92-51) 5566671, 5564123, Fax #: (92-51) 5528148

OTHER DISTRIBUTORS

S. No.	Name of Distributor	Branch Address
1	IGI Financial Services Ltd.	
	Karachi	Suite # 701-713, 7th Floor, The Forum, G-20, Block 9, Clifton, Karachi
	Lahore	Ground Floor, 5 F.C.C, Syed Maratib Ali Road, Gulberg, Lahore
	Islamabad	Mezzanine Floor, Razia Sharif Plaza, 90 – Blue Area, G-7, Islamabad.
	Faisalabad	9th Floor, State Life Building, Faisalabad.
	Multan	Mezzanine floor, Abdali Tower, Abdali Road, Multan
	Gujranwala	Anwar Industries Complex, Block B-1, G.T. Road, Gujranwala
	Peshawar	Mall Tower, 2nd floor, 35. The Mall, Peshawar
2	Atlas Capital Markets (Pvt.) Ltd.	
	Karachi	B-209, 2nd Floor, Park Towers, Sharae Firdousi, Clifton, Karachi
	Lahore	2nd Floor, Ajmal House 27 – Egerton Road Lahore.
	Islamabad	24 –West, Raza Noor Plaza Blue Area, Islamabad.

	Faisalabad	8th Floor, State Life Building # 2 Liaquat Road, Faisalabad.
3	Alfalsh Securities Pvt. Ltd.	
	Karachi	12th Floor, Tower A, Saima Trade Towers, I.I.Chundrigar Road, Karachi.
	Lahore	Room No. 302, 3rd Floor, Siddiq Trade Center, 72 Main Boulevard, Gulberg Lahore, Pakistan.
	Islamabad	30, Margallah Road, F-8/3, Islamabad.
4	Foundation Securities (Pvt.) Ltd.	
	Karachi	Ground Floor, Bahria Complex II MT Khan Road, Karachi
	Lahore	94-D/1, Gulberg III, Lahore
	Islamabad	2nd Floor, Block 11, School Road, F-6 Markaz, Islamabad
5	Reliance Financial Products (Pvt.) Ltd.	
	Karachi	215, Clifton Centre, Kehkashan, Clifton, Karachi
6	Safe Securities	
	Karachi	6, Punthakey Bagh, D.B. Avari Colony, Mehmoodabad, Parsi Gate, Karachi
7	Access Finance	
	Karachi	414, Clifton Centre, Clifton, Karachi
8	Flow (Pvt.) Ltd.	
	Karachi	411, Trade tower, Abdullah Haroon Road, Karachi
9	BMA Financial Services Ltd.	
	Karachi	i) BMA Financial Services Ltd. Level 8, Unitower, I.I. Chundrigar Road, Karachi- 74000 ii) Office # 3, Mezzanine Floor, Akbar Manzil, Main Bahadurabad Roundabout, Karachi iii) 3, Osif Centre, Block-13-A, Plot B-25, Mezzanine Floor, Near Usmania Restaurant, Gulshan-E-Iqbal Karachi
	Islamabad	BMA Financial Services Ltd. Third Floor, Jang Building Fazel-e-Haq Road Blue Area Islamabad
	Lahore	BMA Financial Services Ltd. Office no. 10, First Floor Park Lane Tower, 172 Tufail Road Lahore
	Rawalpindi	Office # 209, 2nd Floor, Al-Amin Plaza, The Mall, Rawalpindi
	Faisalabad	8th Floor, State Life Building, Liaquat Road, Faisalabad
	Multan	Ground Floor, State Life Building, Multan
10	Amcap Securities (Pvt.) Ltd.	
	Lahore	Suite# 303, Saddiq Trade Centre, Main Boulevard, Gulberg III, Lahore
11	Plus Consultants	
	Karachi	M-05, Mezzanine Floor, Rahat Jo Dero, 172-L, Block-II, PECHS, Karachi
12	Pak Oman Investment Company Ltd.	
	Karachi	First Floor, Tower A, Finance & Trade Center Shahra-e-Faisal Karachi Extension, 102
13	JS Global Capital Ltd.	
	Karachi	6th Floor, Faysal House, Shara-e-Faisal, Karachi
14	Taurus Securities (Pvt.) Ltd.	
	Karachi	Suite 604, 6th Floor, Progressive Plaza, Beaumont Road, Karachi 75530, Pakistan
	Peshawar	2nd Floor, State Life Building, 24, The Mall, Peshawar, Pakistan
	Hyderabad	Taurus Securities Limited, Mezzanine Floor, Gul Center, Fatima Jinnah Road, Hyderabad, Pakistan
	Sukkur	Taurus Securities Limited, Mezzanine Floor, Office No C-241-11, Mission Road, Sukkur, Pakistan
15	The Bank of Punjab	
	Refer the table "Authorized Distribution Branches – Bank of Punjab" given below	
16	Standard Chartered Bank (Pakistan) Ltd.	
	Karachi	WORLD TRADE CENTER 10 KHY-E-ROOMI CLIFTON KHI
	Karachi	Kandawalla Building M.A Jinnah Road, Khi
	Rawalpindi	55 Haider Road Branch Rawalpindi Cantt
	Lahore	Tufail road, Lahore Cantt.
	Lahore	Awami Complex, New Garden Town, Lahore
	Lahore	47 Main Mall Road, Lahore
17	Vector Consulting (Pvt.) Limited	
	Karachi	Suite 1011-13, 10th Floor, Tower B, Saima Trade Towers, I.I. Chundrigar Road, Karachi
	Lahore	G-01, Ground Floor, Rehman Business Center, 32 B-III, Gulberg-III, Lahore

AUTHORIZED DISTRIBUTION BRANCHES – BANK OF PUNJAB

BANK OF PUNJAB				
Sr. No		Branch	Address	Telephone No.
1	Lahore	Main	Main Branch, 7-Egerton Road, Lahore	(92-42) 9200419, 9200187
2		Model Town	Bank Square, Model Town, Lahore	(92-42) 9230254, 9230451
3		LCCH	L.C.C.H.S. Branch, 1-Block-L, D.H.A, Lahore	(92-42) 5741792, 5722885
4	Karachi	Shara-e-Faisal	Progressive Sqr., Block-6, Near Faran Hotel, P.E.C.H.S. Karachi.	(92-21) 4545222, 4542066
5	Faisalabad	Railway Road	153, Crown Plaza, Railway Road, Faisalabad.	(92-41) 9201194, 9200466
6		D Ground	D-Ground Branch, Faisalabad.	(92-41) 9220529
7	Islamabad	Finnah Avenue	Rajan Plaza, 2-E Super Trade Centre, F10/Markaz, Islamabad.	(92-51) 2298264, 2294968
8		Blue Area	Raza Noor Plaza 24W, Blue Area, Jinnah Avenue, Islamabad	(92-51) 2878269, 2823997
9		Chaklala Scheme III	Chaklala Scheme III Branch, Rawalpindi	(92-51) 5951012
10	MULTAN	Quaid-e-Azam	Quaid-e-Azam Road, Multan Cantt.	(92-61) 9200889, 9200057
11	SIALKOT	Railway Road	Railway Road Branch, Sialkot	(92-52) 9250097, 9250098
12	SAHIWAL	Main	Main Branch, 124/B-VII Rashid Minhas Road, Sahiwal.	(92-40) 9200170, 9200169
13	GUJRANWALA	Trust Plaza	Trust Plaza Branch, Gujranwala.	(92-55) 9200362, 9200366
14	MIR PUR	Allama Iqbal Road	Allama Iqbal Road, Mirpur.	(92-58610) 44809
15	WAH CANTT	Wah Cantt.	The Mall, Aslam Market, Wah Cantt.	(92-51) 9314395, 4544719
16	PESHAWAR	Saddar Road	Opp: Hussainia Hall, Saddar Road, Peshawar Cantt., Faqirabad No. 2, Peshawar.	(92-91) 5274878, 5284260
17	QUETTA	Chowk Yadgar	Chowk Yadgar Branch, Quetta.	(92-81) 836127, 836115
18	ATTOCK	Fawara Chowk	Fawara Chowk Branch, Attock.	(92-57) 9316152, 9316153

} * This was substituted, vide 4th Supplement dated June 23, 2010, for

"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
E-mail: aibkhi@aibkhi.atlasgroup.pk

Lahore Office

2nd Floor, Ajmal House,
27, Egerton Road, Lahore.
Telephone # (92-42) 6366170-74
Fax # (92-42) 6366175, 6365058
E-mail: aiblhr@aiblhr.atlasgroup.pk

Islamabad Office

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

Distribution Offices can be found on the website of Atlas Asset Management Limited i.e., www.atlasfunds.com.pk.

HEAD OFFICE

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

Telephone # (92-21) 5379505-08

Fax # (92-21) 5379280

Savings Center Karachi

Faiyaz Centre,
Ground Floor,
Shahra-e-Faisal
(opp. FTC building),
Karachi-74400.

Ph: (92-21) 34522601-02

Savings Center Islamabad

Ground Floor, East End Plaza,
Plot No. 41, Sector F-6/G6,
Ataturk Avenue, Blue Area,
Islamabad.

Ph: (92-51) 280 1140

Lahore Office

C/o. Atlas Battery Ltd.
Building 64/1, Block-XX,
Khayaban-e-Iqbal, DHA,
Lahore.

Cell: 0321-4181292

Faisalabad Office

C/o. Atlas Honda Ltd,
Customer Care Centre,
1st Floor, Meezan Executive Tower,
4-Liaqat Road,
Faisalabad.

Ph: (92-41) 2541013

Rawalpindi Office

C/o. Atlas Honda Limited,
60, Bank Road,
Saddar,
Rawalpindi.

Ph: (92-51) 5856411

Savings Center Abbottabad

Office # 5,
First Floor,
Al- Fateh Shopping Center
(opp Radio Station),
Abbottabad.

Ph : (92-992) 408186

Distributors

S. No.	Name	Address	City	Telephone	Fax
1	BMA CAPITAL MANAGEMEN T LTD.	Level 8, Unitower, I.I. Chundrigar Road, Karachi-74000	Karachi - Head Office	(92-21) 111 262 111	(92-21) 32464695
		Office # 3, Mezzanine Floor, Akbar Manzil, Main Bahadurabad Roundabout, Karachi	Karachi - Bahadurabad	(92-21) 34931396 / 34934802	
		3, Osif Centre, Block-13-A, Plot B-25, Meazzanine Floor, Near Usmania Restaurant, Gulshan-E-Iqbal Karachi	Karachi - Gulshan-e-Iqbal	(92-21) 34818980-4	(92-21) 34818985
		Third Floor, Jang Building Fazel-e-Haq Road, Blue Area, Islamabad	Islamabad	(92-51) 1151-6 280	(92-51) 280 1164
		Office # 209, 2nd Floor, Al-Amin Plaza, The Mall, Rawalpindi	Rawalpindi	(92-51) 1216-8 570-	

Telephone # (92-51) 2824906 & 2824909
Fax # (92-51) 2821377
E-mail: aibisb@atlasgroup.pk

		Office no. 10, First Floor Park Lane Tower, 172 Tufail Road Lahore	Lahore	(92-42) 36622425	(92-42) 36622424
		8th Floor, State Life Building, Liaquat Road, Faisalabad	Faisalabad	(92-41) 260-6020-26	(92-41) 260-6027
		Ground Floor, State Life Building, Multan	Multan	(92-41) 260-6020-26	
2	ELIXIR SECURITIES PAKISTAN (PVT.) LTD.	8th Floor, Dawood Center, M.T. Khan Road, Karachi 75530	Karachi - Head Office	(92-21) 111-354-947	(92-42) 35694696
		Office # 2, Ground Floor, Rehman Business Center, 32-B-III, Gulberg-III, Lahore	Lahore	(92-42) 111-354-947	(92-21) 35878237
		House # 68, Main Margalla Road, F-6/2, Islamabad	Islamabad	(92-51) 2272341-3	(92-51) 2272340
		5th Floor, State Life Building, Liaquat Road, Faisalabad	Faisalabad	(92-41) 2541001-4	(92-41) 2541005
3	CAPITAL PARTNERS	D-362, Navy Housing Scheme, Zamzama, Clifton, Karachi	Karachi	0300-8243850	
4	IGI INVESTMENT BANK LTD.	Suite # 701-713, 7th Floor, The Forum, G-20,Block 9, Clifton, Karachi	Karachi	(92-21) 111-234-234	(92-21) 35301772
	IGI INVESTMENT BANK LTD.	Ground Floor, 5 F.C.C, Syed Maratib Ali Road, Gulberg, Lahore	Lahore	(92-42) 111-234-234	(92-42) 111-567-567
	IGI INVESTMENT BANK LTD.	Mezzanine Floor, Razia Sharif Plaza, 90 – Blue Area, G-7, Islamabad.	Islamabad	(92-51) 111-234-234	(92-51) 111-567-567
	IGI INVESTMENT BANK LTD.	9th Floor, State Life Building, Faisalabad.	Faisalabad	(92-41) 2540811-14, 2540841-45	(92-41) 2540815
	IGI INVESTMENT BANK LTD.	Mezzanine floor, Abdali Tower, Abdali Road, Multan	Multan	(92-61) 4500180-81	(92-61) 4784403
	IGI INVESTMENT BANK LTD.	Anwar Industries Complex, Block B-1, G.T. Road, Gujranwala	Gujranwala	92-55) 3257353, 3841346	(92-55) 3257453
	IGI INVESTMENT BANK LTD.	Mall Tower, 2nd floor, 35. The Mall, Peshawar	Peshawar	(92-91) 5253980-88	(92-91) 5253989
5	PYRAMID FINANCIAL CONSULTANTS (PVT.) LTD.	510, Progressive Plaza, Beaumont Road, Karachi	Karachi	(92-21) 35638266-67	(92-21) 35638466

6	MR. AQEEL AHMED GHAFOR	40-C, Sunset Lane-1, Phase-II Ext., DHA, Karachi	Karachi	(92-21) 35395288	
7	MR. IRFAN ALI LOTIA	House # 5, Dr. Ziauddin Ahmed Road, Civil Lines, Cantt., Karachi	Karachi	0300-9254412, 0321-9254412	
8	MR. AAMIR NOORANI	9A-8th Central Street, DHA Phase 2, Karachi	Karachi	0307-2224500	
9	MS. RABIA FIDA (FUNDSHOP)	First Floor, 163, Street 4, Cavalry Ground, Lahore Cantt.	Lahore	(92-42) 36620563	
10	Mr. Ahmad Zaman	Suite No.18, 2nd Floor, Al-Hafeez Tower, MM Alam Road, Lahore	Lahore	042-35785403	
11	Akseer Research (Pvt) Ltd.	A-3, 3rd Floor, Plot # 2-C, 5th Zamzama Commercial Lane, Phase 5, DHA Karachi	Karachi	+92 333 7241248, +92 335 2453339	

]

PART XXII - FORMS

The following forms are annexed hereto

Type of Forms

- Application for Sale of Units
- Application for Redemption of Units
- Application for Transfer of Units
- Application for Pledge/ Lien of Units

¹⁵⁶[PART XXIII – SCHEDULE OF CHARGES]

¹⁵⁷[

Management Fee	¹⁵⁸¹⁵⁹ [Management Company shall be entitled to an accrued remuneration equal to an amount not exceeding 1.5% of average Annual Net Assets , within allowed expense ratio limit]
Front End Load	Nil
Back End Load	Nil

[AMC shall disclose actual rate of management fee charged as percentage of net asset of CIS in the monthly fund manager report.]

156. Inserted vide 4th Supplement dated June 23, 2010.

157. Substituted, vide 6th Supplement dated October 14, 2013, for

	Current	Maximum
Management Fees	1.5%	2.0%
Front End Load	1.0%	5.0%
Back End Load		5.0%

158. Substituted vide 9th Supplement dated 13th April, 2016, for "0.60%". (Which was substituted vide 8th Supplement dated August 03, 2015, for 1.5%).

159. Substituted vide 13th Supplement dated 30 October, 2019, for [0.80 of Average Annual Net Assets]

¹⁶⁰**[Annexure A**

REMUNERATION OF TRUSTEE

The Trustee remuneration shall consist of reimbursement of actual custodial expenses/charges plus the following tariff:

¹⁶¹ []

TARIFF
0.075% per annum of Net Assets

160. Inserted vide 11th Supplement dated June 02, 2017.

161. Substituted, vide 12th Supplement dated October 02, 2019, for

NET ASSETS (Rs.)	TARIFF
Up to Rs.1,000 million	0.17% per annum of net assets.
From Rs.1,000 million to 5,000 million	Rs.1.7 million plus 0.085% per annum of Net Assets exceeding Rs.1,000 Million
Exceeding Rs.5,000 million	Rs.5.1 Million plus 0.07% per annum of Net Assets exceeding Rs.5,000 Million