

Risk Disclaimer: All Investments in mutual Fund are subject to market risks. The NAV of Units may go up or down based on the market conditions. The investors are advised in their own interest to carefully read the contents of the Offering Document, in particular the Investment Policies mentioned in clause 2, Risk Factors mentioned in clause 2.13, Taxation Policies mentioned in Clause 7 and **Warnings in Clause 9 before making any investment decision.**

OFFERING DOCUMENT OF

Atlas Islamic Fund of Funds

(An Open Ended Shariah Compliant Fund of Funds Scheme)

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Category of CIS	Risk Profile	Risk of Principal Erosion
Atlas Aggressive Allocation Islamic Plan (AAAIP)	High	Principal at high risk
Atlas Moderate Allocation Islamic Plan (AMAIP)	High	Principal at high risk
Atlas Conservative Allocation Islamic Plan (ACAIP)	Medium	Principal at medium risk
Atlas Islamic Capital Preservation Plan (AICPP)	Medium	Principal at medium risk

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Duly vetted by Shariah Advisor
Namely **Dr. Muhammad Wasie Fasih Butt** for and on behalf of
Atlas Asset Management Limited

MANAGED BY
Atlas Asset Management Limited

AMENDED TILL SEPTEMBER 16, 2022

¹ Inserted, vide 3rd Supplement dated April 01, 2020.

² Deleted, vide 7th Supplement dated September 06, 2022

Atlas Islamic Dividend Plan (AIDP)	Medium	Principal at medium risk
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OFFERING DOCUMENT OF
Atlas Islamic Fund of Funds (AIFO)

MANAGED BY

Atlas Asset Management Limited

**[An Asset Management Company Registered under the Non-Banking Finance Companies
(Establishment and Regulation) Rules, 2003]**

Date of Publication of Offering Document Dated 12th December, 2018

Initial Offering: On 7th January, 2019 (one day only)

The Atlas Islamic Fund of Funds (the Fund/the Scheme/the Trust/the Unit Trust/AIFO) has been established through a Trust Deed (the Deed) dated September 03, 2018 under the Trust Act, 1882 entered into and between **Atlas Asset Management Limited**, the Management Company, and **Central Depository Company of Pakistan Limited**, the Trustee and is authorized under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 (the "Rules") and Non-Banking Finance Companies and Notified Entities Regulations, 2008 ("Regulations").

REGULATORY APPROVAL AND CONSENT

Approval of the Securities and Exchange Commission of Pakistan

The Securities and Exchange Commission of Pakistan (SECP) has authorized the offer of Units under Atlas Islamic Fund of Funds (AIFO) and registered as a notified entity under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations 2008 ("Regulations") vide letter No. SCD/AMCW/AMML/144/2018 dated October 19, 2018. SECP has approved this Offering Document, under Regulation 54 of the NBFC & NE Regulations 2008 vide letter No. SCD/AMCW/AAML/191/2018 dated November 23, 2018.

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

Offering Document

This Offering Document sets out the arrangements covering the basic structure of the Atlas Islamic Fund of Funds (AIFO) (the "Fund", "Unit Trust", the "Scheme"). It sets forth information about the Fund that a prospective investor should know before investing in any class Unit of the Allocation Plan(s) launched under this Fund. The provisions of the Trust Deed, the Rules, Regulations, (and the Shariah guidelines), circulars, directives etc., as specified hereafter and Shariah Compliance regulatory provisions, that may be issued from time to time govern this Offering Document.

Prospective investors in their own interest are advised to carefully read this Offering Document to understand the Investment Policy, Risk Factors, Warning and Disclaimer. If

prospective investor has any doubt about the contents of this Offering Document, he/she should consult one or more from amongst their investment advisers, shariah advisor, legal advisers, bank managers, stockbrokers, or financial advisers **to seek independent professional advice.**

Investors must recognize that the investments involve varying levels of risk. The portfolio of the Fund consists of investments, listed as well as unlisted, that are subject to market fluctuations and risks inherent in all such investments. Neither the value of the Units in the Fund or any Allocation Plan under the Fund nor the dividend declared by the Fund/Allocation Plan under the Fund is, or can be, assured. Investors are requested to read the Risk Disclosure and Warnings statement contained in Clause 2.10 and Clause 9 respectively in this Offering Document.

All Investments of the Fund/Allocation Plans shall be in adherence to the principles of Shariah. It is possible that adherence to principles of Shariah will cause the Fund/Allocation Plans to perform differently from Funds with similar objectives, but that are not subject to the requirements of principles of Shariah.

Confirmation of vetting by Shariah Advisor

This document has been reviewed and vetted by the Shariah Advisor namely Dr. Muhammad Wasie Fasih Butt for and on behalf of Atlas Asset Management Limited.

Filing of the Offering Document

The Management Company has filed a copy of the Offering Document signed by the Chief Executive along with the Trust Deed with SECP. Copies of the following documents can be inspected at the registered office of the Management Company or the place of business of the Trustee:

1. License for undertaking Asset Management Services issued by Commission under its letter No. NBFC-II/AAML/AMC-03/2006 dated June 14, 2006 under NBFC Rules;
2. SECP's Letter No. SCD/AMCW/AMML/144/2018 dated October 19, 2018 registering the Fund in terms of Regulation 44 of the NBFC and Notified Entities Regulations 2008;
3. Trust Deed (the Deed) of the Fund;
4. The Commission's letter No. SCD/AMCW/AAML/68/2018 dated August 20, 2018 approving the appointment of Central Depository Company of Pakistan Limited as the Trustee of AIFOF;
5. Letter No. AC/HJA/356/18 dated June 28, 2018 from Messrs. EY Ford Rhodes, Chartered Accountants, Auditors of the Fund, consenting to the issue of statements and reports;
6. Letter dated June 28, 2018 from Dr. Muhammad Wasie Fasih Butt consenting to act as Shariah Advisor of AIFOF.
7. Letter No. AAML-35/795/18 dated June 28, 2018 from M/S Bawanay & Partners, Legal Advisers, consenting to act as adviser of the AIFOF;
8. The Commission's letter No. SCD/AMCW/AAML/191/2018 dated November 23, 2018 approving this Offering Document;

1. CONSTITUTION OF THE SCHEME

1.1 Constitution

The Fund is an open-end Fund and has been constituted by a Trust Deed entered into at Karachi on 3rd September, 2018 between:

Atlas Asset Management Limited, a Non-Banking Finance Company incorporated under the Companies Ordinance 1984 and licensed by SECP to undertake asset management services, with its principal place of business at Ground Floor, Federation House, Shahrae Firdousi, Clifton, Karachi 75600, Pakistan, as the Management Company; and

Central Depository Company of Pakistan Limited, Trustee incorporated in Pakistan under the Companies Ordinance, 1984, and registered by SECP to act as a Trustee of the Collective Investment Scheme, having its registered office at CDC House 99-B, Block B, S.M.C.H.S, Main Shahra-e-Faisal, Karachi, as the Trustee.

1.2 Governing Law

This Offering Document and the Trust Deed (the Deed) are subject to and governed by the Non-Banking Finance Companies (Establishment and the Regulations) Rules, 2003 and Non-Banking Finance Companies and Notified Entities Regulations, 2008, Securities Act 2015 and Exchange Ordinance 1969, Companies Act 2017 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 and the Regulations are incorporated in the Deed as a part and parcel thereof, and in the event of any conflict between the Offering Document and the Deed the latter shall supersede and prevail over the provisions contained in this Offering Document. In the event of any conflict between the Deed and the Rules or Regulations and Circulars issued by SECP, the latter shall supersede and prevail over the provisions contained in the Deed. .

(Furthermore, all Investments of the Fund Property shall be in accordance with the Shariah as advised by the Shariah Advisor. The Fund shall also be subject to the rules and the regulations framed by the State Bank of Pakistan with regard to the foreign investments made by the Fund and investments made in the Fund from outside Pakistan in foreign currency.)

1.3 Modification of Trust Deed

The Trustee and the Management Company, acting together and with the approval of SECP and the Shariah Advisor, shall be entitled by supplemental deed(s) to modify, alter or add to the provisions of the Deed to such extent as may be required to ensure compliance with any applicable laws, Rules and Regulations and Shariah guidelines.

Where the Deed has been altered or supplemented, the Management Company shall duly notify to the Unit Holders and post the same on its official website.

1.4 Trust property

The aggregate proceeds of all Units issued from time to time by each of the Allocation Plans after deducting Duties and Charges, Transactions Costs and any applicable Sales Load , shall constitute part of the Trust Property and includes the Investment and all income, profit and other benefits arising therefrom and all cash, bank balances and other assets 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 Unit Holder(s) pursuant to the Deed but does not include any amount payable to the Unit Holders as distribution. However any profit earned on the amount payable to the Unit Holders as distribution shall become part of the Trust Property of the relevant Allocation Plan.

The Trustee shall hold the Trust Property under each Allocation Plan, as well as Trust Property of the Scheme on deposit in a separate account with an Islamic Bank, and Islamic Banking windows of conventional bank, of minimum rating of A- (A minus), as advised by the Management Company or allowed for the Fund of Funds category from time to time.

1.5 Offering Document

The provisions of the Trust Deed, the Rules, the Regulations, Circulars and the Directive issued by the Commission and Shariah Advisor govern this Offering Document. It sets forth information about the Fund that a prospective investor should know before investing in any Unit.

Prospective investors in their own interest are advised to carefully read this Offering Document to understand the Investment Policy, Risk Factors and Warning and Disclaimer and should also consult their legal, financial and/or other professional adviser before investing.

1.6 Modification of Offering Document

This Offering Document will be updated to take account of any relevant material changes relating to the Fund. Such changes shall be subject to prior consent of the Trustee, Shariah Advisor and approval from the Securities and Exchange Commission of Pakistan (SECP) and shall either be circulated to all Unit Holders or publicly notified by advertisements in the newspapers subject to the provisions of the Rules and the Regulations and duly posted on official website of the Management Company.

1.7 Duration

The duration of the Fund is perpetual, however Allocation Plans may have a set time frame. The SECP or the Management Company may wind it up or revoke it on the occurrence of certain events, as specified in the Regulations or clause 10.4 of this document.

1.8 Structure of Scheme

- 1.8.1** “Atlas Islamic Fund of Funds (AIFO)” has been constituted in the form of a Trust Scheme that shall invest in other Collective Investment Schemes as specified in the Investment Policy contained herein and SECP Circular 7 of 2009, as may be amended or substituted from time to time.
- 1.8.2** The Fund shall initially offer four (4) types of Allocation Plans mentioned in Clause 2 hereafter, investing in equities and fixed income CIS or cash and/ or near cash instruments, as allowed by the Commission.
- 1.8.4** Each Allocation Plan under the Fund will announce separate NAVs which will rank pari passu inter se according to the number of Units of the respective Allocation Plans.
- 1.8.5** The Management Company may with the prior consent of the Trustee and approval of the Commission may change, introduce additional and or other types of Allocation Plans in addition to mentioned in Clause 2 through supplemental Offering Documents, giving prior notice to the Unit Holders as specified in the regulation.
- 1.8.6** Investors of the Fund may hold different types of Allocation Plans and may invest in any one or more of the available Allocation Plans.
- 1.8.7** Each investor shall only be liable to pay the Offer Price of the Unit under the Allocation Plan(s) subscribed by him/her and no further liability shall be imposed on him/her in respect of Units held by him/her
- 1.8.8** The minimum size of the Scheme shall be of such amount as specified in the Regulations.

1.9 Initial Offer and Initial Period

Initial Offer will be made during the Initial Period which will be 1 Business Day for Atlas Islamic Fund of Funds (AIFO) and begins at the start of the banking hours on 7th January, 2019 and shall end at the close of the banking hours on 7th January, 2019. During the initial period, Units will be issued at Initial Price / offer. Units shall not be redeemable during the Initial Period of Offer.

The management company may announce Subscription Periods for the Allocation Plan(s) launched under this scheme.

1.10 Transaction in Units after Initial Offering Period

- a) Subsequent to the Initial Offer, the offer of Units of the Allocation Plans at Initial Price will be discontinued. The Units of the Allocation Plans can then be purchased at their Offer Price and redeemed at the Redemption Price, which shall be calculated on the basis of the Net Asset Value (NAV) of each Allocation Plan.
- b) The Units will be available for purchase and redemption on each Dealing Day. NAV will be published on the Management Company’s and MUFAP’s website.

- c) The Management Company may at some time in the future, register the Units of the Allocation Plans with a Depository organization, such as the Central Depository Company of Pakistan Limited. Any transactions for de-materialized Units registered with Depository will take place according to the rules and regulations of the depository organization and the constitutive documents of the Fund.
- d) The Issue and Redemption of Units of one or more than one Allocation Plan(s) may be suspended or deferred by the Management Company under certain circumstances as detailed in Clause 4.10.2.

1.11 Responsibility of the Management Company for information given in this Document

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

2. INVESTMENT POLICY, INVESTMENT OBJECTIVES, RESTRICTIONS, RISK DISCLOSURE AND DISCLAIMER

2.1 Investment Objective

The objective of Atlas Islamic Fund of Funds (AIFOF) is to earn potentially high returns through investment as per respective Allocation Plans by investing in Shariah Compliant Fixed Income Schemes and Equity based Collective Investment Schemes.

2.2 INVESTMENT POLICY of Atlas Islamic Fund of Funds

- 2.2.1 For taking exposure to equities, the Allocation Plans(s) under this fund shall primarily invest in Shariah Compliant Islamic Equity schemes managed by AAML and also other Asset Management Companies subject to the prior approval of the Shariah Advisor.
- 2.2.2 Whereas for taking exposure to Fixed Income, the allocation plan(s) under this fund shall invest in Islamic Fixed Income schemes managed by AAML or other Asset Management Companies as well as in Cash at Bank accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks (excluding TDRs) as approved by the Shariah Advisor along with taking exposure to GOP Ijarah sukuks having maturity of less than 90 days.

2.3 Authorized Investments

- 2.3.1 ³[AIFOF is an Open-end Shariah Compliant Fund of Funds that aims to generate returns on Investment as per respective allocation plans by investing in Shariah Compliant Fixed Income, Equity and Money Market Mutual Funds in line with the risk tolerance of the Investor.]
- 2.3.2 ⁴] ⁵ [The Scheme shall offer following Allocation Plans, namely; Atlas Aggressive Allocation Islamic Plan, Atlas Moderate Allocation Islamic Plan, Atlas Conservative Allocation Islamic Plan and Atlas Islamic Capital Preservation Plan.

3. Substituted, vide 2nd Supplement dated February 14, 2020, for "AIFOF is an Open-end Shariah Compliant Fund of Funds that aims to generate returns on Investment as per respective allocation plans by investing in Shariah Compliant Fixed Income and Equity Mutual Funds in line with the risk tolerance of the Investor."

4 Substituted, vide 2nd Supplement dated February 14, 2020, for "Initially the Scheme shall offer Four Allocation Plans, namely; Atlas Aggressive Allocation Islamic Plan, Atlas Moderate Allocation Islamic Plan, Atlas Conservative Allocation Islamic Plan and Atlas Islamic Capital Preservation Plan. The underlying allocation to Fixed Income and Equity Mutual Funds shall be fixed and the indicative percentages are stated below":

⁵ Replacement, vide 4th supplemental dated August 09, 2021 The Scheme shall offer following Allocation Plans, namely; Atlas Aggressive Allocation Islamic Plan, Atlas Moderate Allocation Islamic Plan, Atlas Conservative Allocation Islamic Plan and Atlas Islamic Capital Preservation Plan. After the launch of above mentioned Plans, the Management Company is now offering new allocation Plan namely Atlas Islamic Dividend Plan; The Plan shall have a one day IPO on dated: March 16, 2020.

The underlying allocation to Fixed Income, Money Market and Equity Mutual Funds shall be fixed and the indicative percentages are stated below:

Offering Document

After the launch of above mentioned Plans, the Management Company has offered Atlas Islamic Dividend Plan, having Initial Public Offering on March 16, 2020. Moreover, Atlas Islamic Dividend Plan has been revoked as on August 15, 2022. ⁶

The Management Company is now offering new allocation Plan namely **Atlas Islamic Capital Preservation Plan – II**. The details of AICPP-II are given in clause 2.3.7A

The underlying allocation to Fixed Income, Money Market and Equity Mutual Funds shall be fixed and the indicative percentages are stated below:]

Name of Allocation Plan(s)	Cash & Near Cash**	Indicative Minimum percentage allocation invested in Collective Investment Scheme(s)*		
		Dedicated Shariah Compliant Equity Schemes	Shariah Compliant Income Schemes	⁷ Shariah Compliant Money Market Schemes
Atlas Aggressive Allocation Islamic Plan (AAAIP)	Up to 10%	Minimum 65%	Up to 25%	Up to 25%
Atlas Moderate Allocation Islamic Plan (AMAIP)	Up to 10%	Minimum 45%	Up to 45%	Up to 45%
Atlas Conservative Allocation Islamic Plan (ACAIP)	Up to 10%	Minimum 20%	Up to 70%	Up to 70%
Atlas Islamic Capital Preservation Plan (AICPP)	Up to 100% with Min AA-Rating***	Up to 50%	Up to 100%	N/A
Atlas Islamic Dividend Plan (AIDP)	Minimum 10%	-	Up to 90%	Up to 50%
⁸ [Atlas Islamic Capital Preservation Plan – II (AICPPII)]	Up to 100% with Min AA-Rating***	Up to 50%	Up to 100%	Up to 100%

* Managed by the Management Company and / or by other Asset Management Companies

** Cash at Bank accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks (excluding TDRs) and GOP Ijarah Sukuk not exceeding 90 days remaining maturity.

*** Cash at Bank accounts of Islamic Banks and licensed Islamic Banking windows of conventional Banks and Term Deposit (TDRs) Islamic Banks and licensed Islamic Banking windows of conventional Banks.

Note:

- The above percentages may vary on account of market factors and investments in Cash/ near cash instruments as permitted for the Fund of Funds Category, as per SECP directive from time to time.
- The abovementioned Allocations shall be rebalanced as provided in Clause 2.5.3.

⁶ Inserted via 7th supplement via September 16, 2022.

⁷ Amended via 4th supplement via August 09, 2021.

⁸ Amended via 4th supplement via August 09, 2021.

- (iii) The actual allocation percentages may vary on account of various factors including investments in Cash/ near cash instruments and allocation as permitted for CPPI based Fund of Funds Category, as per SECP directive from time to time.
- (iv) Cash at Bank limit of 10% may go up in order to meet redemption requirements.

2.3.3 The Investment Objective of the Allocation Plans are stated below:

(a) Investment Objective of 'Atlas Aggressive Allocation Islamic Plan' (AAAIP)

The Atlas Aggressive Allocation Islamic Plan is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to provide capital appreciation. It shall invest at least 65% of its net assets in Shariah Compliant Equity Funds, while the remaining portion is allocated to Shariah Compliant Fixed Income⁹ / Money Market Funds. This Allocation Plan is suitable for Investors having a relatively higher risk tolerance and/or wish to save for long term.

(b) Investment Objective of 'Atlas Moderate Allocation Islamic Plan' (AMAIIP)

The Atlas Moderate Allocation Islamic Plan is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to provide a mix of capital appreciation and stable returns. It shall invest at least 45% of its net assets in Shariah Compliant Equity Funds, while the remaining portion is allocated to Shariah Compliant Fixed Income¹⁰ / Money Market Funds. This Allocation Plan is suitable for Investors having a relatively¹¹ [high] risk tolerance and/or wish to save for medium to long term.

(c) Investment Objective of 'Atlas Conservative Allocation Islamic Plan' (ACAIP)

The Atlas Conservative Allocation Islamic Plan is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to provide stable returns. It shall invest at least 20% of its net assets in Shariah Compliant Equity Funds, while the remaining portion is allocated to Shariah Compliant Fixed Income¹² / Money Market Funds. This Allocation Plan is suitable for Investors having a relatively¹³ [medium] risk tolerance and/or wish to save for short to medium term.

(d) Investment Objective of 'Atlas Islamic Capital Preservation Plan' (AICPP)

The Atlas Islamic Capital Preservation Plan is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to earn a potentially high return through dynamic asset allocation between Shariah Compliant Equities, Shariah Compliant Income based Collective Investment Schemes and Shariah Compliant saving Accounts & Term Deposits, while aiming to provide capital preservation upon maturity of the allocation plan.

¹⁴ (e) **Investment Objective of 'Atlas Islamic Dividend Plan (AIDP)**

The Atlas Islamic Dividend Plan is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to earn competitive high returns through dynamic asset allocation between Shariah Compliant Income based Collective Investment Schemes and Shariah compliant Money Market based Collective Investment Scheme and Shariah Compliant / Islamic banks / Islamic banks window saving Accounts, while aiming to provide

⁹ Substituted, vide 4th Supplement dated August 09, 2021, for "Money Market"

¹⁰ Substituted, vide 4th Supplement dated August 09, 2021, for "Money Market"

¹¹ Substituted, vide 3rd Supplement dated April 01, 2020, for "moderate"

¹² Substituted, vide 4th Supplement dated August 09, 2021, for "Money Market"

¹³ Substituted, vide 3rd Supplement dated April 01, 2020, for "low"

¹⁴ Inserted, vide 2nd Supplement dated February 14, 2020,

Dividend to the investors on the basis of profit earned / appreciation in NAV. Daily Dividend received by the Unit Holder(s) shall be REINVESTED.

(f) ¹⁵ [“Investment Objective of ‘Atlas Islamic Capital Preservation Plan II’ (AICPP - II)”

The Atlas Islamic Capital Preservation Plan –II is a Shariah Compliant Allocation Plan under the Atlas Islamic Fund of Funds and primarily aims to earn a potentially high return through dynamic asset allocation between Shariah Compliant Equities, Shariah Compliant Income, Shariah Complaint Money Market based Collective Investment Schemes and Shariah Compliant saving Accounts & Term Deposits, while aiming to provide capital preservation upon maturity of the allocation plan.]

2.3.4 The Allocation Plans under this Scheme shall invest only in permissible Shariah Compliant Collective Investment Schemes or in cash and/ or near cash instruments as approved by the Commission and Shariah Advisor.

2.3.5 Initially the Management Company shall seek to invest in the following Collective Investment Schemes:

Equity Scheme(s)	Fixed Income Scheme(s)	Money Market Scheme(s)
Atlas Islamic Dedicated Stock Fund (AIDSF)	Atlas Islamic Income Fund (AIIF)	Atlas Islamic Money Market Fund ¹⁶

The Management Company may invest or disinvest in/ from Collective Investment Schemes mentioned in this Clause. The Management Company may invest in any other Shariah Compliant Collective Investment Scheme offered by it in future in the asset classes as mentioned above. The Management Company may also invest in Collective Investment Schemes offered by other Asset Management Company with prior approval of the SECP. Provided that the Management Company shall only invest or disinvest in/ from funds that are categorized according to SECP Circular 7 of 2009 in the above mentioned asset classes.

2.3.6 The Management Company may add or remove an asset class category, mentioned in Clause 2.5.1 with prior consent of the Trustee and Approval of the Commission and may announce the same by a Supplementary Offering Document(s) without the need to alter the Deed.

2.3.7 Basic Features of Atlas Islamic Capital Preservation Plan (AICPP)

a) Term/Duration

The Term/ Duration of the Allocation Plan is Perpetual. However, the initial maturity of - (AICPP) shall be thirty month (2.5 years) from the close of the subscription period. Management Company may re-open the subscription of units after initial maturity of the plan with the prior approval of the Commission.

b) Subscription Period:

Atlas Islamic Atlas Islamic Capital Preservation Plan (AICPP) will be open for subscription from 7th January, 2019 to 28th February, 2019, both days inclusive. Subscription for the allocation plan is for limited time period only. The units shall be subject to a Front-end and a Back-end Load/Contingent Load. Bonus units issued shall be only Growth units and will not be charged with any front-end load.

2.3.7.1 Capital Preservation

¹⁵ Addition vid 4th supplemental dated August 09, 2021.

¹⁶ Substituted vid 4th supplemental dated August 09, 2021.

- I. Capital Preservation is provided through the investment structure of the allocation plan and CPPI methodology and not through any undertaking or guarantee by the Management Company or the Trustee.
- II. Capital Preservation means that the net realizable value of investment at the maturity of the allocation plan should not fall below the principal investment paid by the Unit Holder subject to clauses 2.3.7.1 (I) and 2.3.7.1 (III), only if the investment is held for a minimum duration as specified in clause 2.3.7(a).
- III. The Principal preservation may not be available before Initial Maturity of the allocation plan. The Principal Preservation period shall begin following the day from close of the subscription period.
- IV. Capital Preservation will not be valid if Units of the allocation plan are redeemed before the completion of the Initial Maturity of this allocation plan.
- V. Principal Preservation is also not valid in case Plan is terminated before the completion of initial maturity period.
- VI. The allocation plan shall be closed for new subscriptions after the close of the subscription period.
- VII. The allocation plan shall be closed from time to time and may be re-opened as and when determined by the Management Company with prior approval of the Commission under intimation to the Trustee and by providing notice to investors in order to protect the interests of the Unit Holders of the allocation plan. The Management Company shall comply with the terms of approval specified by the Commission, to protect the interest of Unit Holders.
- VIII. The capital of the allocation plan is protected only in terms of the base currency i.e., the Pakistani Rupee. In addition, the capital preservation is only valid in terms of the current tax and legal environment of Pakistan and is subject to force majeure factors such as bankruptcy of an investment grade or above rated institution or as specified in the definition of “**Force Majeure**” given in Clause 11 of the Offering Document of AIFOF.

¹⁷[2.3.7.A Basic Features of Atlas Islamic Capital Preservation Plan II (AICPP-II)]

- a) **Term / Duration:** The term / Duration of the Allocation Plan is Perpetual. However, the initial maturity of (AICPP-II) shall be thirty month (2.5 years) from the close of the subscription period. Management Company may re-open the subscription of units after initial maturity of the plan with the prior approval of the Commission.
 - b) **Subscription Period of AICPP-II:** The Plan will be open for subscription from August 31, 2021 to 30th September, 2021, both days inclusive. Subscription for the allocation plan is for limited time period only. The units shall be subject to a Front-end and a Back-end Load/Contingent Load. Bonus units issued shall be only Growth units and will not be charged with any front-end load.]
- 2.3.8. The Management Company may add or remove a Collective Investment Scheme (CIS) Category with prior consent of Trustee, Shariah Advisor and Approval of the Commission, and may announce the same by a Supplementary Offering Document(s).

¹⁷ Inserted vid 4th supplemental dated August 09, 2021.

- 2.3.9 The dynamic asset allocation is aimed at providing higher returns through participation in Shariah Compliant Equity CIS while aiming to preserve the downside risk of principal erosion through participation in Shariah Compliant Income ¹⁸ / Money Market CIS.
- 2.3.10 The allocation between the Equity Component and the Income Components will vary depending upon changes in the value of the allocation plan. As per the CPPI Methodology, allocation to Equity Component will generally increase in the case where equity markets are rising to provide higher returns, while allocation to the Income Component will generally increase if the equity markets decline to provide downside protection.
- 2.3.11 An Asset Management Company may use a maximum Multiplier of up to 5 times to arrive at exposure in risky assets including equity instruments without any cushion value percentage restrictions, subject to the condition that exposure in risky assets including equity instruments shall not exceed 50% of the net assets of the CPPI based plans. ¹⁹
- 2.3.12 Rebalancing of Plan shall be based on the CPPI methodology. Subsequent to the initial asset allocation, the dynamic allocation mechanism will reallocate the allocation plan's Net Assets on weekly basis or where portfolio value of CIS decline 5% from previous rebalancing, whichever falls earlier.
- 2.3.13 The Management Company, based on the allocation plan's performance and outlook of the market may at its discretion lock-in certain percentage of the profits (if any) from the Equity Component by realizing profits. The profits realized in this manner, shall be used by increasing the allocation to the Income Component.
- 2.3.14 The Management Company shall use the running yield of the underlying CIS to compute the Bond Floor daily on the following basis;
- 2.3.15 For investment through Islamic Income Scheme, the actual yield of the fund based on current portfolio.
- 2.3.16 If on any Business Day, or in case of a non-Business Day, the next immediate Business day, the value of the allocation plan falls to a level that it triggers the Bond Event, the entire Net Assets of this allocation plan will be allocated to the Income, within 3 Business Days following the date of occurrence of the aforementioned event(s), so as to ensure capital preservation to those Unit Holders who have held their investments till completion of the Initial Maturity of the allocation plan.
- 2.3.17 Subsequent to occurrence of the event(s) specified in Clause 2.3.16, there shall be no further allocation to the Equity Component till the remaining Initial Maturity of this allocation plan.
- 2.3.18 Risk Control in the Investment Process
- (A) The Management Company shall ensure that effective risk control measures are in place for the protection of the Unit Holders' interests.

¹⁸ Inserted vid 4th supplemental dated August 09, 2021.

¹⁹ Amendment vid 4th supplemental dated August 25, 2021 before amendment wording is: The Management Company shall ensure that the Multiplier used to arrive at exposure in Equity Component does not exceed the following limits (or the limits as promulgated by SECP from time to time) in relation to the Cushion Value percentage:

Cushion Value Percentage	Maximum Multiplier
0% - 2.5%	0
2.6% - 5%	2
5.1% and greater	4

- (B) The objective of the risk control process is endeavor to monitor and manage the various types of risks, including market risks, credit risks and operational risks, with a view to achieving the investment objective of the Scheme.

Exposure to the Equity Component under the Authorized Investments shall be determined based on the fund manager's outlook on the economy, the equity market and any other factor considered important by the Management Company towards effective discharge of its duties under the Regulations, the Deed and this Offering Document.

2.4 Benchmark

²⁰The benchmark of each allocation Plan will be the weighted average return of KMI-30 Index, Six months average deposit rates of three (3)-A rated Islamic Banks or Islamic windows and Three (3) months average deposit rates of Three (3) AA rated Islamic Banks or Islamic windows of conventional bank as Selected by MUFAP based on the actual proportion of investment in Equity, Income and Money Market Schemes by the respective allocation Plan.

2.5 Investment / Divestment in CIS

The Management Company may invest or divest in / from Collective Investment Schemes mentioned in Clause 2.3.5 above. The Management Company may also invest in any other Collective Investment Scheme(s) available to it with the prior approval of the Commission. Provided that the Management Company shall only invest or divest in / from funds that are categorized according to SECP Circular 7 of 2009 in the CIS Categories mentioned in the table in Clause 2.3.2.

2.5.1 Addition or removal of Asset Classes: The Management Company may add or remove a CIS Category mentioned in Clause 2.3.2, with prior consent of the Trustee and approval of the Commission, and may announce the same by a Supplementary Offering Document(s).

2.5.2 Additional Allocation Plans or changes to existing Allocation Plans:

- a) Additional Allocation Plans - The Management Company may provide additional Allocation Plans with prior approval of the Commission, and may announce the same by a Supplementary Offering Document(s).
- b) Changes to existing Allocation Plans: The Management Company may make changes to the indicative allocation percentages of the Allocation Plans, with prior approval of the Commission, and will announce the same by a Supplementary Offering Document(s), giving 90 days prior notice to the Unit Holders as specified in the Regulations.

2.5.3 Rebalancing of Allocation Plans:

- a) The Management Company shall rebalance the indicative percentage allocations of the underlying category of the Mutual Funds of each Allocation Plan at the end of every calendar year, or earlier in the event where variation in the NAVs of the underlying category of the Mutual Funds exceeds 10% in either direction, due to market conditions.
- b) The un-invested amounts or funds, if any, shall be kept in cash and/ or near cash instruments where near cash instruments include cash in Islamic Bank and/or Islamic Banking windows of conventional bank account (excluding TDRs) with rating not lower than A- (A minus) or any other rating allowed by the Commission from time to time.

2.5.4 Accounts for "Trust Property of the Scheme" and Trust Property under Allocation Plans: The Trustee shall hold the Trust Property under each Allocation Plan, as well as Trust Property of the Scheme on deposit in a separate account with a bank, of minimum rating of A- (A minus),

²⁰ Amended vid 4th supplemental dated August 09, 2021.

or as allowed for “Fund of Funds” category from time to time. All Trust Property, except in so far as such cash may, in the opinion of the Management Company, be required for transfer to the Distribution Account, shall be applied by the Trustee from time to time in such Authorized Investments as may be directed by the Management Company, subject to the provisions of the Deed, the Offering Document, and the Regulations.

2.5.5 Divestment of Investments: Any Investment may at any time be divested at the discretion of the Management Company either in order to invest the proceeds of the sale in other authorized investments or to provide funds required for the purpose of any provision of the Deed or in order to retain the proceeds of sale in cash deposit as aforesaid or any combination of the aforesaid. Any investment which ceases to be an authorized investment, would be divested within such period as the Management Company determine to be in the best interest of the Unit Holders after acquiring approval of the Commission under intimation to the Trustee.

2.5.6 Exposure limits for “Trust property of Scheme” and “Trust Property under Allocation Plan(s)”: The Trust Property of the Scheme and the Trust Property under Allocation Plan(s) shall be subject to such exposure limits as are provided in the Regulations or the Commission’s relevant circulars, directives and notifications, provided that the Management Company shall have a period of four (4) months from the date the exposure limits are breached to bring the Fund into compliance with the exposure limits if the deviation is due to appreciation, depreciation or disposal of any investment.

2.5.7 Fund category and applicable exposure limits: The Fund is categorized as a Shariah Compliant Fund of Funds Scheme and would be subject to the relevant exposure limits as specified in the Commission Circular No. 7 of 2009 (as amended or substituted from time to time) dated March 6, 2009, the Rules, the Regulations or any such direction or circular issued by the Commission from time to time.

2.6 Investments outside Pakistan

Investments outside Pakistan shall be subject to prior approval from the Commission, the SBP such investments may be made as per the limits allowed by Commission.

2.7 Disposal of Haram Income

Where some Haram income accrues to the Fund, it will be donated to a charity in order to purify the Fund's income. This will be done in accordance with the guidelines issued by the Shariah Advisor from time to time.

2.8 Changes in Investment Policy

The investment policy of Allocation Plans will be governed by the Regulations and/or SECP directives. Any Fundamental change in the Investment Policy of any Allocation Plan will be implemented only after obtaining prior approval from SECP and giving ²¹ [30] days prior notice to the Unit Holders as specified in the Regulations.

2.9 Investment Restrictions

(a) The Trust Property shall be subject to such exposure limits or other prohibitions as are provided in the Regulations, Trust Deed, this Offering Document of the Fund, circulars and directives and shall also be subject to any exemptions that may be specifically given to the Fund by SECP and are explicitly mentioned under the heading Exceptions to Investment Restriction in this offering document or subsequently in writing. If and so long as the value of the holding in a particular company or sector shall exceed the limit imposed by the Regulations, the Management Company shall not purchase any further Investments in such company or sector. In the event Exposure limits are exceeded due to corporate actions including taking up rights or bonus issue and/or owing to appreciation or depreciation in value of any Investment, disposal of any Investment or Redemption of Units, the excess

²¹ Amended vide 4th supplemental dated August 09, 2021. Before change i.e. 90

exposure shall be regularized in such manner and within such time as specified in the Regulations, circular or notification issued by SECP from time to time.

(b) The Management Company on behalf of the Scheme shall not:

- i. Make Investments in Non-Shariah Compliant Instruments and against the guidelines of Shariah Advisor of the Fund.
- ii. Purchase or sell -
 - a. Bearer securities;
 - b. Securities on margin;
 - c. Real estate, commodities or commodity contracts;
 - d. Securities which result in assumption of unlimited liability (actual or contingent);
 - e. Anything other than Authorized Investments as defined herein;
- iii. Participate in a joint account with others in any transaction;
- iv. Affect a short sale in a security whether listed or unlisted;
- v. Purchase any security in a non shariah compliant forward contract and future contract;
- vi. Purchase any security on margin;
- vii. Securities which result in assumption of unlimited liability (actual or contingent);
- viii. Issue a senior security which is either stock or represents indebtedness, without the prior written approval of the Commission.
- ix. Sell or issue Units for consideration other than cash unless permitted by the Commission on the basis of structure and investment policy of the Scheme.
- x. Merge with, acquire or take over any scheme, unless it has obtained the prior approval of the SECP in writing to the scheme of such merger, acquisition or take over.
- xi. Enter on behalf of the Scheme, into underwriting or sub-underwriting contracts.
- xii. Subscribe to an issue underwritten, co-underwritten or sub-underwritten by group companies of the Management Company.
- xiii. Pledge any of the securities held or beneficially owned by the Scheme except as allowed under the Regulations.
- xiv. Accept deposit.
- xv. Make a loan or advance money to any person from the assets of the Scheme
- xvi. Lend, assume, guarantee, endorse or otherwise become directly or contingently liable for or in connection with any obligation or indebtedness of any person;
- xvii. Make any investment which will vest with the Management Company or its group the management or control of the affairs of the investee company;
- xxi. Apply for de-listing from the stock exchange unless it has obtained prior approval of the Commission in writing to the scheme of de-listing;
- xviii. Invest in securities of the Management Company;
- xix. Rating of any Islamic Bank or Islamic window of scheduled commercial banks, DFI, NBFC, and Modaraba with which Funds are placed shall not be lower than A-.

(g) In case of redemptions requests are pending due to constraint of liquidity in the Fund, for more than the period as stipulated in the Regulations, the Management Company shall not make any fresh investment or rollover of any investment.

(h) The Fund shall invest in other CIS only as specified in Clause 2.3 above, and / or other Authorized Investments (unless otherwise allowed under the Rules, Regulations, and Circulars / or any directives issued or any exemption granted by the Commission to the Fund and / or to the Management Company).

2.10 Exemption to Investment Restrictions

In order to protect the right of the Unit Holders, the Management Company, with the prior approval of commission, the trustee, and in consultation with the Shariah Advisor, may take an Exposure in any Shariah compliant unauthorized investment due to recovery of any default proceeding of any counter party of any Authorized Investment with the approval of the

2.11 Shariah Compliant Financing Arrangements

- (a) Subject to any statutory requirements for the time being in force and to the terms and conditions herein contained, the Management Company on behalf of the Scheme may make arrangements with Islamic Banks or Islamic Financial Institutions, or Islamic windows of conventional Banks or Financial Institutions for arranging financing on account of one or more of the Allocation Plan, after due consultation with the Trustee, from Banks, Financial Institutions, non-banking finance companies or collective investment schemes. The financing, however, shall not be resorted to, except for meeting the redemption requests and shall be repayable within a period of ninety (90) days and Financing of an Allocation Plan shall not exceed fifteen (15) per cent of the Net Asset of the pertinent Allocation Plan at the time of financing or such other limit as specified by the Commission.
- (b) If financing for the account of the Fund is made within the maximum limit applicable thereof at the time of the financing but subsequent to such financing the value of the total Net Assets has reduced as a result of depreciation in the market value of the Fund Property or redemption of Units, then in such case the Management Company shall not be under any obligation to reduce such financing so as to bring it within the revised limit applicable thereto.
- (c) The charges payable to any Bank or institution against financing on account of the Fund as permissible above shall not be higher than the normal prevailing bank charges or normal market rates for similar service and/or facility.
- (d) Neither the Trustee, nor the Management Company shall be required to issue any guarantee or provide security over their own assets for securing such financing 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) For the purposes of securing any such financing the Trustee may upon instruction of the Management Company mortgage, charge or pledge in any manner all or any part of the Fund Property of the pertinent Allocation Plan or the Scheme, as the case may be, provided that the aggregate amount secured by such mortgage, charge or pledge shall not exceed the limits provided under the Regulations.
- (f) Neither the Trustee nor the Management Company shall incur any liability by reason of any loss to the Trust or any loss that a Unit Holder may suffer by reason of any depletion in the Net Assets of Allocation Plan(s) that may result from any financing arrangement made hereunder, provided that the financing has been done in good faith and without gross negligence.
- (g) The charges payable to any Bank or institution against financing on account of the Scheme as permissible above shall be allocated to the Allocation Plan(s) for which the financing has been made.
- (h) Any liability or loss incurred due to negligence of AMC or the Trustee shall be borne by the party responsible.

2.12 Restriction of Transactions with Connected Persons

- (a) The Management Company in relation to the Scheme shall not invest in any security of a company if any director or officer of the Management Company owns more than five per cent of the total amount of securities issued, or, the directors and officers of the Management Company own more than ten per cent of those securities collectively subject to exemption provided in the Regulations.
- (b) The Management Company on behalf of the Scheme shall not without the approval of its Board of Directors in writing and consent of the Trustee, purchase or sell any security from or to any Connected Person or employee of the Management Company.
- (c) Provided that above shall not be applicable on sale or redemptions of Units.

- (d) For the purpose of sub-paragraphs (a) and (b) above the term director, officer and employee shall include spouse, lineal ascendants and descendants, brothers and sisters.
- (e) All transactions carried out by or on behalf of the Scheme with connected person(s) shall be made as provided in the Constitutive Documents, and shall be disclosed in the Scheme's annual reports.

2.13 Risk Disclosure

The Management Company shall ensure that effective risk control measures are in place for the protection of the Unit Holders' interests.

The objective of the risk control process is to endeavor to monitor and manage the various types of risks, including market risks, credit risks, and operational risks, with a view to achieving the investment objective of the allocation plan.

Investors must realize that all investments in mutual Funds and securities are subject to market risks.

Our target return / dividend range cannot be guaranteed and it should be clearly understood that the portfolio of the Allocation Plans is subject to market price fluctuations and other risks inherent in all such investments. The risks emanate from various factors that include, but are not limited to:

- (1) **Equity Risk** - Companies issue equities, or stocks, to help finance their operations and future growth. The Company's performance outlook, market activity and the larger economic picture influence the price of a stock. Usually when the economy is expanding, the outlook for many companies is good and the stock prices may rise and vice versa.
- (2) **Government Regulation Risk** - Government policies or regulations are more prevalent in some securities and financial instruments than in others. Funds that invest in such securities may be affected due to change in these regulations or policies, which directly or indirectly affect the structure of the security and/or in extreme cases a governmental or court order could restrain payment of capital, principal or income.
- (3) **Country or Political Risk** - The uncertainty of returns caused by the possibility of a major change in the political or economic environment of the country such as break down of law and order, war, natural disasters, etc. and any governmental actions or legislative changes.
- (4) **Credit Risk** - Credit Risk comprises Default Risk and Credit Spread Risk and Downgrade Risk. Each can have negative impact on the value of the underlying CIS.
 - **Default Risk** - The risk that the issuer of the security will not be able to pay the obligation, either on time or at all;
 - **Credit Spread Risk** - The risk that there may be an increase in the difference between the return/markup rate of any issuer's security and the return/markup rate of a risk free security. The difference between this return/mark up rates is called a "credit spread". Credit spreads are based on macroeconomic events in the domestic or global financial markets. An increase in credit spread will decrease the value of income and including money market instruments;
- (5) **Interest Rate Risk** - A rise or decline in interest rates during the investment term may result in a change in return provided to investors
- (6) **Price Risk** - The price risk is defined as when the value of the Fund, due to its holdings in such securities rises and falls as a result of change in interest rates.
- (7) **Liquidity Risk** - Liquidity risk is the possibility of deterioration in the price of a security in the Fund when it is offered for sale in the secondary market.
- (8) **Settlement Risk** - At times, the Fund may encounter settlement risk in purchasing / investing and maturing / selling its investments which may affect the Fund's performance etc.

- (9) **Reinvestment Rate Risk** - In a declining interest/ markup rate economic environment, there is a risk that maturing securities or coupon payments will be reinvested at lower rates, which shall reduce the return of the Fund compared to return earned in the preceding quarters.
- (10) **Events Risk** - There may be adjustments to the performance of the Fund due to events including but not limited to, natural calamities, market disruptions, mergers, nationalization, insolvency and changes in tax law.
- (11) **Redemption Risk** - There may be special circumstances in which the redemption of Units may be suspended or the redemption payment may not occur within six working days of receiving a request for redemption from the investor.
- (12) **Shariah non-compliance Risk** - The risk associated with employing funds in investments that are not consistent with the Principles of Shari'ah.
- (13) **Sovereign Risk** - Payment of bonds/ notes may be effected by the economic and political events in the country of the relevant issuer. The occurrence of a sovereign risk event could result in the loss of all or a portion of the principal invested, as a result of any economic or political circumstance

2.14 Disclaimer

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

Disclosure: 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 the assets 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) and financial statements of the Scheme are available on the website of the Management Company and can be obtained by calling / writing to the Management Company.

3. OPERATORS AND PRINCIPALS

3.1 Management Company

3.1.1 Organization

Atlas Asset Management Limited (Company) was incorporated on August 20, 2002. The Company is engaged in providing asset management services. It is licensed with the Commission to act as an asset management company under the Non-Banking Finance Companies (Establishment and Regulation) Rules, 2003 vide License Number AMCW/15/AAML/AMS/06/2013 dated June 11, 2013. The Company is registered with the Commission to act as a Pension Fund Manager under Rule 5(2) of the Voluntary Pension System Rules, 2005 vide Certificate of Registration No. SECP/PW/Reg-02/2007 dated January 8, 2007.

Atlas Asset Management is currently managing 6 Mutual Funds and 8 Investment Plans as of June 30, 2018. The Company is also managing two Pension Funds; Atlas Pension Fund and Atlas Pension Islamic Fund, established under the Voluntary Pension System Rules, 2005.

The Assets under Management (AUM) of Atlas Asset Management Limited are over Rs.30.86 billion as of June 30, 2018. Atlas Asset Management Limited has been awarded a Management Quality Rating of AM2+ from PACRA Limited.

Principle Shareholders

Name	Paid Up Capital Number of Shares	Amount in Rupees
Shirazi Investments (Pvt.) Ltd.	25,000,000	250,000,000
Total	25,000,000	250,000,000

3.2 Board of Directors of the Management Company

The board of directors of Atlas Asset Management Limited comprises of:

Name, Occupation and Address	Other Directorships
<u>Chairman- Non - Executive</u> Mr. Yusuf H. Shirazi House # 2, Khayaban-e-Ghazi, Phase V, DHA, Karachi.	Atlas Battery Limited Atlas Honda Limited Atlas Insurance Limited Honda Atlas Cars (Pakistan) Limited Atlas Engineering (Pvt) Limited Atlas Power Limited Atlas Autos (Pvt.) Limited Atlas Metals (Pvt.) Limited Shirazi Investments (Pvt.) Limited Shirazi Trading Co. (Pvt.) Limited Atlas Foundation Atlas Die Casting (Pvt) Limited Pakistan Institute of Management F.C. College (Chartered University) GIK Institute of Engineering, Science & Technology
<u>Chief Executive Officer</u> Mr. M. Abdul Samad IH/152 Falcon Complex AFOHS New Malir, Karachi	None
<u>Non - Executive Director</u> Mr. M. Habib-ur-Rahman Business Executive 65/ III 25th Street, Khayaban-e-Badban, Phase V, DHA, Karachi.	Atlas Insurance Limited
<u>Non - Executive Director</u> Mr. Fahim Ali Khan Business Executive 10 – B/II, South Park Avenue, Phase II, DHA, Karachi.	Atlas Battery Limited Atlas Engineering (Pvt) Limited Atlas Power Limited Atlas Energy Limited Atlas Autos (Pvt.) Limited Atlas Hi-Tech Limited Atlas Metals (Pvt.) Limited Atlas Aluminum (Private) Limited Shirazi Trading Co. (Pvt.) Limited Atlas Foundation
<u>Independent Director</u> Mr. Tariq Amin Business Executive House # 34/II, Khayaban-e-Badar, Phase V, DHA, Karachi.	Orkilla Pakistan (Private) Limited Pakistan Gum and Chemicals Limited Education City. Salim Habib Education Foundation
<u>Non - Executive Director</u>	Atlas Battery Limited (President & CEO)

Mr. Ali H. Shirazi Business Executive 2, Khayaban-e-Ghazi, Phase V, DHA, Karachi.	Atlas Insurance Limited Atlas Engineering (Pvt) Limited Atlas Metals (Pvt.) Limited Shirazi Trading Co. (Pvt.) Limited Shirazi Investments (Pvt.) Limited Atlas Aluminum (Private) Limited Atlas Venture Limited Atlas Global FZE Oyster International Holdings Limited SF Global Holdings Limited Techlogix International Limited Ghulam Ishaq Khan Institute of Technology National Management Foundation Young Presidents' Organization (YPO) Pakistan Society for Training and Development (PSTD)
<u>Independent Director</u> Ms. Zehra Naqvi Business Executive House # 27-B North Circular Avenue, Phase I, DHA, Karachi.	Chubb Insurance Pakistan Limited. Abbott Laboratories Pakistan Limited.

Mr. Yusuf H. Shirazi – Chairman- Non - Executive

Mr. Shirazi is a Law graduate (LLB) with BA (Hons.) and JD (Diploma in Journalism) from Punjab University and AMP Harvard. He served in the financial services of the Central Superior Services of Pakistan for eight years where he authored 50 reports as to how the businesses are carried and tax assessed. He was an instructor in the Finance Services Academy on Law and Accounts. He is the author of seven books including "Aid or Trade" adjudged by the Writers Guild as the best book of the year and continues to be a columnist, particularly on matters – socio – politico – economic.

Mr. Shirazi is the Chairman of Atlas Group, which, among others, has joint ventures with GS Yuasa International, Honda, and MAN to name a few. Mr. Shirazi has been the President of Karachi Chamber of Commerce and Industry for two terms. He has been the founder member of Karachi Stock Exchange, Lahore Stock Exchange and International Chamber of Commerce and Industry. He has been on the Board of Harvard Business School Alumni Association and is the Founder President of Harvard Club of Pakistan and Harvard Business School Club of Pakistan. He has been a visiting faculty member at National Defense University, Navy War College and National School of Public Policy. He has been on the Board of Governors of LUMS, GIK and FC College (Chartered University) and Pakistan Institute of Management. Previously, he also served, among others, on the Board of Fauji Foundation Institute of Management and Computer Sciences (FFIMCS) and Institute of Space Technology – Space & Upper Atmosphere Research Commission (SUPARCO).

Mr. Shirazi has been awarded Sitara-e-Eisaar and Sitara-e-Imtiaz the top Civilian Awards. Sitara-e-Imtiaz conferred by the Government of Pakistan recognizes individuals who have made an "especially meritorious contribution to the security or national interests of Pakistan, world peace, cultural or other significant public endeavors". Sitara-e-Eisaar Award is in recognition of CSR activities in Pakistan. A distinguished Formanite Award for outstanding achievements as an entrepreneur was awarded by Forman Christian College – University Lahore.

The Government of Japan also acknowledged Mr. Shirazi's contributions to promote economic relationship between the two countries by conferring the Japanese National Award.

Mr. Fahim Ali Khan –Non - Executive Director

Mr. Frahim Ali Khan has over 50 years of experience in General Management, Finance, Investment and Taxation. He graduated in Commerce from the Karachi University in 1965 and also obtained a degree in law from the same University. He has also attended the Senior Managers' Program from Harvard University, USA, Financial Management from Stanford University, USA, and General Management Program from Insead University, France. He joined the Atlas Group in 1967 and has served in different senior positions. Currently, his other directorships include Atlas Insurance Limited, Atlas Engineering Limited, Atlas Power Limited, Shirazi Trading Company (Pvt.) Limited, Atlas Hi-Tech Limited, Atlas Autos (Pvt.) Limited, Atlas Metals (Pvt.) Limited and Atlas Foundation. Earlier, he has also served on the Boards of Atlas Honda Limited and Atlas Battery Limited, and has been the CEO of Shirazi Investments (Pvt.) Limited, Shirazi Trading Company (Pvt.) Limited, and former Atlas Investment Bank Limited.

Mr. Tariq Amin– Independent Director

Mr. Tariq Amin is the Chairman of Orkila Pakistan (Private) Limited, a leading company dealing in chemicals. He is also on the Boards of Pakistan Gum and Chemicals Limited, the Salim Habib Education Foundation and the Education City. He has varied experience both in private and public sectors. He is a law graduate from the University of Karachi. He also holds a Masters degree in English from the University of Karachi and a Post Graduate Diploma in Development Administration from the University of Leeds. Mr. Amin has been past Chairman of the Privatization Commission, Sindh. He has also been President of the Overseas Investors Chambers of Commerce & Industry (OICCI) and also the Chairman of SITE Association of Industry for four years. Mr. Amin was conferred the civil award of Chevalier De L'ordre National Du Merite by the Government of France 2001.

Mr. M. Habib-ur-Rahman – Non - Executive Director

Mr. M. Habib-ur-Rahman is an FCA from the Institute of Chartered Accountants in England & Wales and has attended management level programme (PMD) from Harvard Business School, USA. He has been a founding member and past Chairman / Director of the Mutual Funds Association of Pakistan. He played an instrumental role in setting up the first open-end mutual fund in the private sector in Pakistan. He has been Securities and Exchange Commission of Pakistan (SECP) nominee on the Board of Karachi Stock Exchange in 2000, 2001, & 2003, and has also been a member of SECP Advisory Group on Capital Markets, member of the SECP Enquiry Committee (appointed in 2001) on management of Exposure Rules by KSE / LSE and member of the SECP Enquiry Committee (appointed in 2013) on 2008 financial crisis. He was the Chief Executive Officer of Atlas Asset Management Limited from March 2004 till March 2018.

Mr. Ali H. Shirazi – Non - Executive Director

Mr. Ali H. Shirazi graduated with a BA from Yale University, U.S.A. in 2000 and thereafter completed his Masters in Law from Bristol University, U.K. in 2005. He has worked with the Bank of Tokyo-Mitsubishi in New York as well as American Honda in Torrance, California. He is the Chief Executive Officer at Atlas Battery Limited and is a member of the Group Executive Committee, responsible for Group's financial services. He is on the Board of Atlas Asset Management Limited, Atlas Engineering Limited, Atlas Insurance Limited, Atlas Metals (Private) Limited, Pakistan Society of Training and Development (Vice President), YPO (Young Professional Organization), National Management Foundation (sponsoring body of LUMS) and Techlogix International Limited. He is a 'Certified Director' from the Pakistan Institute of Corporate Governance.

Ms. Zehra Naqvi– Independent Director

Ms. Zehra Naqvi was the Chief Executive Officer of Chubb Insurance Pakistan, (a wholly owned subsidiary of Chubb INA International Holdings Limited, Delaware, USA) from September 2005 to

September 2017. She has over 35 years of work experience in the insurance sector. Prior to joining Chubb, she worked with Royal Exchange Assurance, a branch of Guardian Royal Exchange, UK and Adamjee Insurance Company in Pakistan. Ms. Naqvi holds a B.Sc. Degree, and an MBA Degree from the Institute of Business Administration, Karachi University. She is a Chartered Insurer from the Chartered Insurance Institute, UK and is a Certified Director from Institute of Chartered Accountants of Pakistan. She presently serves as a Non-executive Director on the Board of Chubb Insurance Pakistan Limited and as an Independent Director on the Board of Abbott Laboratories Pakistan Limited. She has served as an elected Member of the Executive Committee of the Insurance Association of Pakistan and of the Executive Committee of The American Business Council.

Mr. Muhammad Abdul Samad - Chief Executive Officer

Mr. Muhammad Abdul Samad has a vast experience of local investment management industry. He joined Atlas Asset Management Limited (AAML) in November 2005, and has held C-suite positions for over a decade, including the Chief Investment Officer and Chief Operating Officer positions. He attended Advanced Management Program at INSEAD, on nomination by the Atlas Group. In more than twelve years of his association with AAML, he has actively been involved in new business initiatives, marketing, human resource, and risk management & compliance areas. Mr. Samad was instrumental in the outsourcing of back office functions at AAML. He has also contributed to industry related issues at association level, and was a member of technical committee on retirement scheme. He also served as Director on the Board of MUFAP. Prior to joining AAML, Mr. Samad spearheaded the research function at National Investment Trust Limited, and was also a part of various merger, acquisition and corporate governance related matters beside research. He has a significant Board experience, where he has served as a director on the board of nineteen listed companies, including Atlas Battery Limited, Lucky Cement, Berger Paints, Mirpurkhas Sugar, amongst others.

3.2.1 Profile of the Management

Mr. Muhammad Abdul Samad – Chief Executive Officer

Please refer to profile given in sub-clause 3.2 above.

Mr. Khalid Mahmood – Chief Investment Officer

Mr. Khalid Mahmood has a wide experience of over ten years in Research and Fund Management. Prior to joining Atlas Asset Management Limited Mr. Mahmood was associated with AMZ Asset Management where he worked as Fund Manager - Equity. He has also worked as Senior Research Analyst with some of the leading financial institutions which include Pak Kuwait Investment Company Limited and National Investment Trust, where he extensively covered Banking, Cement and Oil & Gas sectors. Mr. Mahmood holds a MBA degree with Majors in Finance from Bahria University.

Ms. Qurat-ul-Ain Jafri – Chief Financial Officer

Ms. Qurat-ul-ain Jafari is a Fellow member of Association of Chartered Certified Accountants, member of Institute of Internal Control and also done her Masters in Economics from University of Karachi. She has overall 15 years of working experience in the field of Finance, Accounts & Internal Audit. She joined Atlas Asset Management Limited as Chief Internal Auditor in December, 2010. Prior to her appointment, she was working as Head of Finance & Company Secretary at PICIC Asset Management Company Limited where she was overall responsible for the financial affairs and secretarial function of the company. She started her career with one of the reputable organization of Pakistan i.e. Pakistan State Oil, where she served the organization on various positions.

Ms. Mishaal H. Shirazi – Head of Sales & Business Development

Ms. Mishaal H. Shirazi has a diversified international experience in financial services, underwriting and risk, credit, capital markets and multi-level capital structures. She graduated in Foreign Affairs, Finance and South Asian Studies from University of Virginia, USA. She has a 5 year portfolio management experience as A. Vice President with the Bank of Tokyo-Mitsubishi in New York and was nominated for the Global leadership program by Mitsubishi UFJ Financial Group, California. At AAML her core role is overlooking overall sales function and is responsible to develop and implement strategy to maximize corporate and retail sales and assets under management. During her association with AAML, she is also actively involved in new business initiatives, product development and marketing.

Company Secretary & Manager HR

Ms. Zainab Kazim had joined Atlas Asset Management Limited in November 2009. She has overall experience of more than 8 years in the mutual fund industry with diversified roles majorly covering Compliance areas. She is well acquainted with the Rules and Regulations of the industry. She has attended several seminars and workshops which include Company Secretary Conference, Know Your Customer/ Customer Due Diligence, Rising To The Challenge -Anti Money Laundering 'Future of Risk Management', workshop by International Finance Corporation (IFC) on Corporate Governance, etc. She holds MBA Degree from Institute of Business Management (IoBM) with Majors in Finance.

Mr. M. Uzair Uddin Siddiqui - Chief Internal Auditor

Mr. M. Uzair Uddin Siddiqui is a Member of Association of Chartered Certified Accountants (ACCA). He started his career with Deloitte Yousuf Adil (Member of Deloitte Touche & Tohmatsu Limited) in 2004. He has over 10 years of working experience in the field of Finance & Internal Audit. He had been performing several internal audit outsourcing assignments in mutual fund industry (includes IGI Funds Limited, Faysal Asset Management Limited, Askari Investment Management Limited and Al Meezan Investment Management Limited). He joined Atlas Asset Management Limited as Chief Internal Auditor and responsible for ascertaining and reporting to Audit Committee on the adequacy and effectiveness of internal controls and make recommendation for improvement.

Mr. Tariq Ahmed Siddiqui – Head of IT

Mr. Tariq Ahmed Siddiqui has done his Masters in Computer Science from University of Karachi. He has overall 11 years of working experience in the field of Information Technology. He joined Atlas Asset Management Limited as Manager Database in June, 2008. Prior to his appointment, he was working as a Software Engineer in Soorty Enterprises (Pvt.) Ltd. where he was the responsible of the software development.

Ms. Ayesha Farooq- Manager Marketing

Ms. Ayesha Salahuddin is MBA from IBA (Institute of Business Administration), Karachi and has also completed her M. Phil, in Business Management from Institute of Business Management (IoBM). She started her career with JS ABAMCO (a subsidiary of Jahangir Siddiqui & Co.) in the field of Marketing and Corporate Sales. She contributed towards developing and managing corporate clientele base, setting up distribution network for funds, establishing and streamlining operations in the investor services function, as well as planning and organizing public relation activities with various marketing agencies. She is also visiting faculty member, teaching marketing courses at leading educational institutions in Karachi. She is currently looking after marketing and sales training in the company.

Mr. Muhammad Umar Khan - Fund Manager

Mr. M. Umar Khan has done his Masters in Finance (2009) and Bachelors in Economics (2007) from University of Liverpool (UK). He joined Atlas Asset Management Limited in February 2011. Prior to joining AAML, he has also worked for Intrum Justitia Ltd (Europe's largest Debt Recovery firm) as Financial Debt Advisor for three years. He has been assigned charge of commodity portfolio and has sufficient skills in alternative investments such as commodities and derivatives contracts. He

also has an experience in the area of Fixed Income Debt Securities as well as Settlement Operations and has previously managed Fixed Income Portfolio in AAML. He attended various courses ranging from Bank Credit Analysis, Risk Management, Islamic Banking and Corporate Governance.

Mr. Faran ul Haq – Fund Manager

Mr. Faran ul Haq has done his BA-Hons in Accounting and Finance (2010) from University of Manchester (UK) and has passed CFA Level III in 2013. Furthermore, he is pursuing his MBA from Institute of Business Administration (IBA), Karachi. He is currently working as Fund Manager and is responsible for managing AAML Equity Portfolios. He has extensive experience in the field of financial markets, financial statement analysis, economics and portfolio management. He started his career at AAML in 2011 as research analyst and latter headed research department at AAML. He has covered all key equity market sectors and stocks in Pakistan.

Mr. Fawad Javaid - Fund Manager

Mr. Fawad Javaid has joined Atlas Asset Management Limited as Fund Manager in February, 2013, with responsibility for Fixed Income portfolio. Prior to joining AAML, he has worked with Pak Oman Asset Management Company in treasury department for about two and half years and with AMZ Asset Management Company Ltd as sub fund manager Fixed Income for two and half years. He did his graduation with major in Mathematics and Statistics. He has passed all stages of ICMAP exam and he is a candidate for CFA level II exam.

Mr. Muhammad Noman – Manager Compliance

Mohammad Noman is a Member of the Chartered Institute of Public Finance Accountancy UK (CIPFA) as well as Fellow Member of Pakistan Institute of Public Finance Accountants (FPFA). He joined Atlas Asset Management Limited in April 2018 as Manager Compliance. He brings with him more than 15 years of diversified experience in the fields of accountancy, taxation, corporate, audit and compliance. Previously, he was associated with ABL Asset Management Company Limited as a Senior Manager Operation. He also served more than 11 years with Central Depository Company of Pakistan Limited as Deputy Manager & Section Head. He commenced his professional career from MRI-Khalid Majid Rahman Sarfaraz Rahim Iqbal Rafiq Chartered Accountants.

Shaikh Owais Ahmed - Manager Risk Management

Mr. Shaikh Owais Ahmed holds an MBA Degree from Institute of Business Management (IoBM) with Majors in Finance. Previously, he was associated with A.F. Ferguson & Co. – Systems & Process Assurance (SPA) division. Working as an Associate, his responsibilities included business process re-engineering, process improvement & documentation, identification of issues and risk. Currently, he is working in the capacity of Manager Risk Management and is responsible for assessing Market, Liquidity and Credit risks as well as analyzing and measuring the risks and risk adjusted performance of the fund.

3.2.2 Performance of Listed Associated Companies

▪ ATLAS HONDA LIMITED

(in millions)	Mar 2018	Mar 2017	Mar 2016	Mar 2015	Mar 2014	Mar 2013	Mar 2012	Mar 2011	Mar 2010
Profit after Tax	4,664	3,752	3,002	2,351	2,002	1,608	1,204	1,003	712
Total Assets	31,827	25,643	20,369	15,782	14,365	12,014	10,960	9,621	8,522
Total Equity	16,001	13,258	11,002	9,239	7,913	6,529	5,420	4,622	3,892
Dividend per share									
Cash (Rs.)	27.00	18.50	14.50	12.00	10.00	7.5	6.5	65	5.0
Stock (%)	Nil	Nil	Nil	Nil	Nil	25%	15%	15%	15%

▪ HONDA ATLAS CARS (PAKISTAN) LIMITED

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(in millions)	Mar 2018	Mar 2017	Mar 2016	Mar 2015	Mar 2014	Mar 2013	Mar 2012	Mar 2011	Mar 2010
Profit after Tax	6,494	6,135	3,556	3,162	1,074	244	(532)	(298)	(852)
Total Assets	58,809	51,497	16,205	13,926	12,317	15,146	9,489	10,573	8,946
Total Equity	17,073	13,065	7,941	5,120	2,391	1,365	1,128	1,677	1,976
Dividend per share									
Cash (Rs.)	26.90	13.00	7.00	5.00	3.00	0.30	NIL	NIL	NIL
Stock (%)	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL	NIL

▪ ATLAS BATTERY LIMITED

(in millions)	June 2017	June 2016	June 2015	June 2014	June 2013	June 2012	June 2011	June 2010	June 2009
Profit after Tax	1,477	1,271	1,014	741	582	486	355	223	178
Total Assets	8,297	6,706	5,398	5,327	3,637	2,632	2,081	1,514	1,226
Total Equity	5,485	4,278	3,221	2,385	1,790	1,327	955	684	532
Dividend per share									
Cash (Rs.)	3.50	15.50	12.00	10.00	10.00	10.00	10.00	10.00	10.00
Stock (%)	Nil	Nil	Nil	Nil	20%	20%	20%	20%	20%

▪ ATLAS INSURANCE LIMITED

(in millions)	Dec 2017	Dec 2016	Dec 2015	Dec 2014	Dec 2013	Dec 2012	Dec 2011	Dec 2010	Dec 2009
Profit after Tax	664	618	601	545	456	366	301	243	189
Total Assets	4,204	4,278	3,797	3,344	3,015	2,703	2,078	2,035	1905
Total Equity	2,047	2,047	1,846	1,667	1,438	1,198	1,010	856	748
Dividend per share									
Cash (Rs.)	6.50	6.50	6.00	6.00	5.00	4.00	4.00	4.00	4.00
Stock (%)	Nil	Nil	Nil	Nil	10%	20%	20%	20%	10%

3.3 Existing Schemes under Management and their performance

Atlas Income Fund (AIF)

Date of Launch: March 22, 2004

Listing: Pakistan Stock Exchange

Par Value: Rs.500

Net Assets (Jun 30, 2018)	PKR 6,736 mn	
NAV (June 30, 2018)	536.95	
Stability Rating	AA -(f) (PACRA) (As on 29-May-2018)	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2018	4.82%	4.80%
Year Ending June 30, 2017	5.48%	5.28%
Year Ending June 30, 2016	8.02%	7.84%
Year Ending June 30, 2015	10.19%	10.92%
Year Ending June 30, 2014	8.45%	8.19%
Year Ending June 30, 2013	9.58%	8.96%
Year Ending June 30, 2012	6.06%	5.74%
Year Ending June 30, 2011	7.24%	7.60%
Year Ending June 30, 2010	9.98%	9.33%
Year Ending June 30, 2009	6.91%	6.74%
Year Ending June 30, 2008	9.44%	9.47%

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Year Ending June 30, 2007	10.23%	9.99%
Year Ending June 30, 2006	11.46%	11.49%
Year Ending June 30, 2005	9.79%	9.75%
Period Ending June 30, 2004 (since launch)	6.17%	3.75%

* Atlas Income Fund performance benchmark is average Six Months KIBOR (offer) rate.

Atlas Money Market Fund (AMF)

Date of Launch: January 21, 2010

Listing: Pakistan Stock Exchange

Par Value: Rs.500

Net Assets (June 30, 2018)	PKR 13,160 mn	
NAV (June 30, 2018)	529.49	
Stability Rating	AA(f) (PACRA) (As on 29-May-2018)	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2018	5.49%	5.40%
Year Ending June 30, 2017	6.14%	5.99%
Year Ending June 30, 2016	6.02%	6.55%
Year Ending June 30, 2015	8.59%	8.36%
Year Ending June 30, 2014	8.29%	7.96%
Year Ending June 30, 2013	9.02%	8.75 %
Year Ending June 30, 2012	11.33%	10.66%
Year Ending June 30, 2011	11.64%	10.85%
Period Ending June 30 2010 (since launch)	10.16%	4.90%

*The Benchmark for Atlas Money Market Fund is 70/30 composition of: 3-Month deposit rates of three scheduled banks (AA and above rated) average of 3 Month PKRV rate as selected by MUFAP.

Atlas Stock Market Fund (ASMF)

Date of Launch: November 23, 2004

Listing: Pakistan Stock Exchange

Par Value: Rs.500

Net Assets (June 30, 2018)	PKR 5,375 mn	
NAV (June 30, 2018)	620.86	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2018	-4.75%	Nil
Year Ending June 30, 2017	33.74%	3.00%
Year Ending June 30, 2016	5.05%	1.05%
Year Ending June 30, 2015	19.73%	11.34%
Year Ending June 30, 2014	30.09%	18.86%
Year Ending June 30, 2013	51.11%	36.13%
Year Ending June 30, 2012	22.95%	19.45%
Year Ending June 30, 2011	40.07%	34.68%
Year Ending June 30, 2010	24.86%	35.30%
Year Ending June 30, 2009	-31.58%	Nil
Year Ending June 30, 2008	-6.84%	6.29%
Year Ending June 30, 2007	29.39%	18.59%
Year Ending June 30, 2006	32.52%	24.99%
Period Ending June 30, 2005 (since launch)	11.62%	12.50%

* The Benchmark of Atlas Stock Market Fund is KSE - 100 index.

Atlas Islamic Stock Fund (AISF)

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Date of Launch: January 15, 2007

Listing: Pakistan Stock Exchange

Par Value: Rs.500

Net Assets (June 30, 2018)	PKR 2,262 mn	
NAV (June 30, 2018)	530.39	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2018	-7.88%	Nil
Year Ending June 30, 2017	29.25%	7.41%
Year Ending June 30, 2016	5.73%	Nil
Year Ending June 30, 2015	21.37%	12.23%
Year Ending June 30, 2014	21.73%	12.05%
Year Ending June 30, 2013	48.67%	33.82%
Year Ending June 30, 2012	27.51%	20.55%
Year Ending June 30, 2011	43.77%	36.90%
Year Ending June 30, 2010	25.14%	51.65%
Year Ending June 30, 2009	-22.68%	Nil
Year Ending June 30, 2008	1.40%	1.79%
Period Ending June 30, 2007 (since launch)	3.56%	3.00%

* The Benchmark of Atlas Islamic Stock Fund is KMI - 30 index.

Atlas Islamic Income Fund (AIIF)

Date of Launch: October 14, 2008

Listing: Pakistan Stock Exchange

Par Value: Rs.500

Net Assets (June 30, 2018)	PKR 872 mn	
NAV (June 30, 2018)	527.57	
Stability Rating	AA-(f) (PACRA) (As on 29-May-2018)	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2018	4.92%	4.90%
Year Ending June 30, 2017	5.97%	5.68%
Year Ending June 30, 2016	4.97%	4.99%
Year Ending June 30, 2015	7.21%	7.92%
Year Ending June 30, 2014	8.22%	7.47%
Year Ending June 30, 2013	8.65%	8.37%
Year Ending June 30, 2012	10.11%	9.49%
Year Ending June 30, 2011	9.9%	9.54%
Year Ending June 30, 2010	9.22%	9.22%
Period Ending June 30, 2009	11.50%	9.20%

*The Benchmark of Atlas Islamic Income Fund is Six (6) months average deposit rates of three (3) -A rated scheduled Islamic Banks or Islamic windows of Conventional Banks as selected by MUFAP.

Atlas Sovereign Fund (ASF) (Formerly Atlas Sovereign Liquid Fund) (ASLF)

Date of Launch: July 15, 2013

Listing: Pakistan Stock Exchange

Par Value: Rs.100

Net Assets (June 30, 2018)	PKR 358 mn	
NAV (June 30, 2018)	105.00	
Stability Rating	AA(f) (PACRA) (As on 29-May-2018)	
Performance:	Return (p.a.)	Payout

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Year Ending June 30, 2018	5.00%	4.75%
Year Ending June 30, 2017	9.39%	9.50%
Year Ending June 30, 2016	5.79%	5.75%
Period November 24, 2014 to June 30, 2015	8.32%	2.25%

* The Performance Benchmark for Atlas Sovereign Fund (ASF) shall be average six (6) months PKRV rates.

Atlas Gold Fund (AGF) – (Revoked)

Date of Launch: July 15, 2013

Listing: Pakistan Stock Exchange

Par Value: Rs.100

Net Assets (June 30, 2017)	PKR 202 mn	
NAV (June 30, 2017)	102.27	
Date of Revocation	November 02, 2017	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2017	-03.32%	Nil
Year Ending June 30, 2016	13.11%	5.11%
Year Ending June 30, 2015	-04.32%	Nil
Period July 15, 2013 to June 30, 2014	6.11%	3.75%

*Benchmark 70/30 composition: 70% Daily closing US dollar per ounce gold prices at PMEX and 30% deposit rates of three scheduled banks AA and above.

Atlas Fund of Funds (ATFF) – closed end (Revoked)

Date of Launch: December 13, 2004

Listing: Lahore Stock Exchange (LSE)

Par Value: Rs.10

Net Assets (June 30, 2013)	PKR 549 mn	
NAV (June 30, 2013)	13.07	
Date of Revocation	July 31, 2013	
Performance:	Return (p.a.)	Payout
Year Ending June 30, 2013	41.02%	18.2%
Year Ending June 30, 2012	21.34%	9%
Year Ending June 30, 2011	42.46%	15%
Year Ending June 30, 2010	26.44%	2.2%
Year Ending June 30, 2009	-45.64%	Nil
Year Ending June 30, 2008	5.41%	7.50%
Year Ending June 30, 2007	17.32%	16.00%
Year Ending June 30, 2006	19.23%	15.00%
Period Ending June 30, 2005(since launch)	5.30%	5.00%

Atlas Pension Fund (APF)

Date of Launch: June 28, 2007

Listing: Pakistan Stock Exchange

Par Value: Rs.100

Net Assets (June 30, 2017) PKR 1,036 mn											
Return Performance:	Year Ending June 30, 2008	Year Ending June 30, 2009	Year Ending June 30, 2010	Year Ending June 30, 2011	Year Ending June 30, 2012	Year Ending June 30, 2013	Year Ending June 30, 2014	Year Ending June 30, 2015	Year Ending June 30, 2016	Year Ending June 30, 2017	Year Ending June 30, 2018
Equity Sub-Fund	0.96%	-17.31%	20.71%	29.73%	16.72%	52.48%	35.30%	21.13%	4.50%	28.72%	-2.97%
Debt Sub-Fund	7.52%	9.07%	8.98%	9.64%	10.16%	8.47%	7.83%	13.03%	7.88%	5.24%	4.96%

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Money Market Sub-Fund	7.24%	9.91%	9.51%	10.8%	10.35%	8.15%	7.59%	7.93%	5.74%	5.53%	5.36%
Gold Sub-Fund	N/A	N/A	N/A	N/A	N/A	N/A	*5.98%	-4.60%	12.92%	-2.78%	N/A

*Period July 16, 2013 to June 30, 2014

Atlas Pension Islamic Fund (APIF)

Date of Launch: November 06, 2007

Listing: Pakistan Stock Exchange

Par Value: Rs.100

Net Assets (June 30, 2018) 1,061 mn											
Return Performance:	Nov 06, 2009 to June 30, 2008	Year Ending June 30, 2009	Year Ending June 30, 2010	Year Ending June 30, 2011	Year Ending June 30, 2012	Year Ending June 30, 2013	Year Ending June 30, 2014	Year Ending June 30, 2015	Year Ending June 30, 2016	Year Ending June 30, 2017	Year Ending June 30, 2018
Equity Sub-Fund	-1.82%	-1.88%	22.88%	39.45%	30.05%	9.02%	24.88%	24.32%	4.99%	28.29%	-9.54%
Debt Sub-Fund	6.93%	10.37%	9.79%	5.79%	6.98%	7.79%	8.04%	5.53%	4.23%	5.39%	3.58%
Money Market Sub-Fund	6.79%	10.97%	9.21%	9.79%	9.61%	7.12%	7.67%	5.97%	4.21%	4.88%	4.02%

3.4 Role and Responsibilities of the Management Company

The Management Company shall manage, operate and administer the Scheme in accordance with the Rules, Regulations, directives, circulars and guidelines issued by SECP and this Deed and the Offering Document and conditions (if any), which may be imposed by the SECP from time to time.

The Fund is based on the Shariah principles, in which the Management Company shall manage, operate and administer the Scheme and Fund Property in the interest of the Principal (Unit Holders) in good faith, and to the best of its ability.

3.4.1 Management of Fund Property

The Management Company shall manage the Fund Property in the interest of the Unit Holders in good faith, to the best of its ability and without gaining any undue advantage for itself or any of its Connected Persons and group companies or its officers, and subject to the restrictions and limitations as provided in the Deed and the Rules and Regulations. Any purchase or sale of investments made under any of the provisions of the Deed shall be made by the Trustee according to the instructions of the Management Company in this respect, unless such instructions are in conflict with the provisions of the Deed or the Rules and Regulations. The Management Company shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to elements or circumstances beyond its reasonable control.

The Management Company shall comply with the provisions of the Regulations, the Deed and this Offering Document of the Scheme for any act or matter to be done by it in the performance of its duties and such acts or matters may also be performed on behalf of the Management Company by any officer(s) or responsible official(s) of the Management Company or by any nominee or agent appointed by the Management Company and any act or matter so performed shall be deemed for all the purposes of the Deed to be the act of the Management Company. The Management Company shall be responsible for the acts and omissions of all persons to whom it may delegate any of its functions, as if these were its own acts and omissions and shall account to the Trustee for any loss in value of the Trust Property where such loss has been caused by willful act and / or omission or of its officers, officials or agents.

3.4.2 Appointment of Distributors

The Management Company, shall from time to time under intimation to the Trustee appoint, remove or replace one or more suitable persons, entities or parties as Distributor(s) for carrying on Distribution Function(s) at one or more location(s) locally or internationally. The Management Company may also itself act as a Distributor for carrying on Distribution Functions and updated list of distributors would be available on official website of the Management Company.

The Management Company shall ensure, where it delegates the Distribution Function, that:

- (a) The Distributors to whom it delegates, have acquired registration as registered service providers and are abiding by the code of conduct prescribed by the Association and the written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.
- (b) The written contract with the Distributors clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

The Management Company and Distributor shall not:

- i. Involve either directly or indirectly in the mis-selling of Collective Investment Scheme;
 - ii. Sell units of Collective Investment Scheme directly or indirectly by making a false and mis-leading statement, concealing or omitting material facts of the Scheme and concealing the risk factors associated with the Scheme;
- (c) The Management Company or distributor shall take reasonable care to ensure suitability of the scheme to the investor.
- (d) The Management Company or distributor shall ensure that;
- i. Any performance reporting/ presentation is accompanied by all explanations, qualifications, limitations and other statements that are necessary to prevent such information from misleading investors.
 - ii. Promotional materials do not contain untrue statements or omit to state facts that are necessary in order to prevent the statements from being misleading, false or deceptive.
 - iii. Performance is measured and presented after taking into account the risk-tolerance, investment objectives, level of understanding and knowledge of the recipient.

3.4.3 Appointment of Investment Facilitator

The Management Company may, at its own responsibility and cost, from time to time appoint Investment Facilitators to assist it in promoting sales of Units. An update list of investment facilitators appointed by the Management Company shall be made available at all times on the websites of the Management Company.

The Management Company shall ensure, where it appoints the investment facilitator, that:

- (a) The investment facilitator have acquired registration with the Mutual Funds Association of Pakistan (MUFAP) as registered service providers and are abiding by the code of conduct prescribed by the Association; and
- (b) The written contract with the Investment facilitator clearly states the terms and conditions for avoidance of frauds and sales based upon misleading information.

3.4.4 Maintenance of Accounts and Records

The Management Company shall maintain at its principal office, complete and proper accounts and records to enable a complete and accurate view to be formed of the assets and liabilities and the income and expenditure of the Scheme, all transactions for the account of the Scheme, amounts received by the Scheme in respect of issue of Units, payments made from the Scheme on redemption of the Units and by way of distributions and payments made at the termination of the Scheme. The Management Company shall maintain the books of accounts and other records of the Scheme for a period of not less than ten years.

The Management Company shall ensure that no entry and exit from the Scheme (including redemption and re-issuance of Units to the same Unit Holders on different NAVs) shall be allowed other than the following manners, unless permitted otherwise by the Commission under the Regulations:

- (a) Cash settled transaction based on the formal issuance and redemption requests.
- (b) Net off issuance and redemption transaction at same net asset value when redemption request is ready to disburse and rank at the top in the list of pending redemption requests (if any).

The Management Company shall clearly specify Cut-Off Timings (for acceptance of application forms of issuance, redemption, and conversion of Units of the Scheme) in this Offering Document, on its web site and at designated points. Such Cut-Off Timing shall uniformly apply on all Unit Holders.

The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.

3.4.5 Back Office Accounting

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.

3.5 Maintenance of Unit Holders Register

3.5.1 A Register of Unit Holders may be maintained by the Management Company itself or such other company, as the Management Company may appoint after giving prior notice to the Unit Holders.

3.5.2 The office of the Transfer Agent is located at 99-B, Block 'B', S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan, where Register of Unit Holder will maintain.

3.5.3 Every Unit Holder will have a separate Registration Number. The Management Company shall use such Registration Number for recording Units held by the Unit Holder. Unit Holder's account identified by the registration number will reflect all the transactions in that account held by such Unit Holder.

3.5.4 Disclaimer

The Management Company shall not be under any liability except such liability as may be expressly assumed by it under the Rules, Regulations and the Constitutive Documents, nor shall the Management Company (save as herein otherwise provided) be liable for any act or omission of the Trustee nor for anything except for its own gross negligence or willful breach of duty and the acts and omissions of all persons to whom it may delegate any of its functions as manager as if they were its own acts and omissions. If for any reason it becomes impossible or impracticable to carry out the provisions of the Constitutive Documents, the Management Company shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder. The Management Company shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure.

3.6 Role of the Trustee

- The trustee shall perform its role as specified in the Rules, Regulation and directives issued there under, this Deed and the Offering Document.
- The Trustee shall exercise all due diligence and vigilance in carrying out its duties and in protecting the interests of the Unit Holder(s). The Trustee shall not be under any liability on account of anything done or suffered by the Trust, if the Trustee had acted in good faith in performance of its duties under this Trust Deed or in accordance with or pursuant to any request of the Management Company provided it is not in conflict with the provisions of this Trust Deed or the Rules and Regulations. Whenever pursuant to any provision of this Trust Deed, any instruction, certificate, notice, direction or other

communication is required to be given by the Management Company, the Trustee may accept as sufficient evidence thereof:

- a document signed or purporting to be signed on behalf of the Management Company by any authorized representative(s) whose signature the Trustee is for the time being authorized in writing by the Management Committee to accept; and
- any Instructions received online through the software solution adopted by the Management Company/Trustee in consultation with each other shall be deemed to be instructions from the authorized representative(s).
- The Trustee shall not be liable for any loss caused to the Fund or to the value of the Trust Property due to any elements or circumstances of Force Majeure.
- In the event of any loss caused due to any gross negligence or willful act and/or omission, the Trustee shall have an obligation to replace the lost investment forthwith with similar investment of the same class and issue together with all rights and privileges pertaining thereto or compensate the Trust to the extent of such loss. However the trustee shall not be under any liability thereof or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.6.1 Obligations under Regulations and Constitutive Document

The Trustee shall perform all the obligations entrusted to it under the Regulations, circulars, directives, the Deed and this Offering Document and discharge all its duties in accordance with the Rules, Regulations, the Trust Deed and this Offering Document. Such duties may also be performed on behalf of the Trustee by any officer or responsible official of the Trustee or by any nominee or agent appointed by the Trustee under intimation to the Management Company. Provided that the Trustee shall be responsible for the willful acts and omissions of all persons to whom it may delegate any of its duties, as if these were its own acts and omissions and shall account to the Trust for any loss in value of the Fund Property where such loss has been caused by negligence or any reckless willful act or omission of the Trustee or any of its attorney (ies), or agents.

3.6.2 Custody of Assets

The Trustee has the responsibility for being the nominal owner and for the safe custody of the assets of the Fund on behalf of the beneficial owners (the Unit Holders), within the framework of the Regulations, the Trust Deed and Offering Document issued for the Fund.

3.6.3 Investment of Fund Property at direction of Management Company

The Trustee shall invest the Fund Property from time to time at the direction of the Management Company strictly in terms of the provisions contained and the conditions stipulated in the Deed, this Offering Document(s), the Regulations, circulars, directives and the conditions (if any) which may be imposed by the Commission from time to time.

3.6.4 Carrying out instructions of the Management Company

The Trustee shall carry out the instructions of the Management Company in all matters including investment and disposition of the Fund Property unless such instructions are in conflict with the provisions of the Deed, this Offering Document(s), the Regulations, the Circulars and Directives of SECP or any other applicable law.

3.6.5 Liabilities of the Trustee

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules, the Regulations and/or the Deed, nor shall the Trustee (save as herein otherwise provided) be liable for any act or omission of the Management Company or for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Fund Property. If for any reason it becomes impossible or impracticable to carry out the provisions of the Deed the Trustee shall not be under any liability therefor or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted, to be done in

good faith hereunder. The Trustee shall not be liable for any loss caused to the Trust or to the value of the Fund Property due to any elements or circumstances beyond its reasonable control.

3.6.6 Disclaimer

The Trustee shall not be under any liability except such liability as may be expressly assumed by it under the Rules and Regulations and the Deed nor shall the Trustee be liable for any act or omission of the Management Company nor for anything except for loss caused due to its willful acts or omissions or that of its agents in relation to any custody of assets of investments forming part of the Trust Property. If for any reason it becomes impossible or impracticable to carry out the provisions of the Deed the Trustee shall not be under any liability therefore or thereby and it shall not incur any liability by reason of any error of law or any matter or thing done or suffered or omitted to be done in good faith hereunder.

3.7 Shariah Advisor

The Management Company shall, appoint a Shariah Advisor from time to time that shall advise the Management Company regarding Shariah compliance.

Dr. Muhammad Wasie Fasih Butt has been appointed as Shariah Advisor of the Fund. The Shariah Advisor has considerable experience in the field of Islamic Studies.

Dr. Muhammad Wasie Fasih Butt is a prominent Shariah scholar educated both in modern and classical academic disciplines. He completed his masters in Shariah from Jamiah Darul-Uloom, Karachi and Specialization in Islamic Jurisprudence & Fatawa from Jamiatul-Uloom-ul Islamia Banori Town, Karachi. He also holds a graduation in Commerce, an MBA in finance, and a Doctorate (PhD) in Islamic Finance.

Dr. Muhammad Wasie Fasih Butt has diverse experience of Shariah consultancy to leading audit firms, Islamic bank, family businesses, charitable organizations and Islamic mutual fund. He was associated with A. F. Ferguson & Co (PwC Pakistan) and Grant Thornton Anjum Rahman (GTAR) as Shariah Audit Consultant, where he supervised several Shariah audit projects at various banks. Currently he has also been serving on the Shariah Board of Zarai Taraqati Bank Limited as Non Resident Shariah Board Member.

The Shariah Advisor will be appointed under intimation to the Trustee for a period of three years, but may be reappointed on completion of the term. The Management Company may at any time, with prior notice to the Trustee and intimation to the Commission, terminate the Agreement with the Shariah Advisor by giving a notice as per the Agreement with the Shariah Advisor, before the completion of the term, and fill the vacancy with the approval of the Commission and the Trustee. Furthermore, the agreement entered into for the appointment of the Shariah Advisor shall be furnished to the Commission.

3.7.1 Duties and Responsibilities of Shariah Advisor

The Shariah Advisor shall advise the Management Company on matters relating to Shariah compliance and recommend general investment guidelines consistent with Shariah. Any verdict issued by the Shariah Advisor in respect of any Shariah related matter would be final and acceptable to the Trustee, the Management Company, the Unit Holders and other parties. . In case of any dispute between the Shariah Advisor and the management, the matter may be referred to Shariah Advisory Board ("SAB") of SECP for resolution.

The Shariah Adviser shall do the research as appropriate on the criteria followed by Islamic Unit Trusts all over the world for the purpose of screening of investments. The Shariah Advisor will then decide as to which screening criteria are relevant to be used in the context of Pakistan's capital markets and the instruments available therein, and which need to be modified/added/deleted.

The Shariah Advisor shall provide technical guidance and support on various aspects of

Shariah, so as to enable the Management Company to ensure the Fund is Shariah Compliant.

The Shariah Advisor has certified that Investment Policy of the Trust is compliant with the requirements of Shariah. However, in case there is a requirement for any amendment, based on future research for purposes of increasing the Shariah acceptability of the Investment Policy, permission for necessary amendments of the Deed may be sought from the Commission.

The shariah Advisor shall determine an appropriate percentage of income and cash flows included in the income and cash flow of the companies in which the Unit Trust has invested from activities not in accordance with the principles of the Shariah, and will recommend to the Management Company the criteria for selecting the Charities to whom such sums shall be donated, subject to the condition that such approved charity organization is not related to the Shariah Adviser, Management Company or any of their employees.

At the end of each Annual and Semi Annual Accounting Period or such other interval as the Commission may require, the Shariah Advisor shall issue a Shariah compliance certificate to the effect that all the business activities, investments and operations of the preceding years of the Fund are in conformity with principles of Shariah. This report shall be included in the Annual reports or such other required reports of the fund in accordance with the Shariah guidelines issued by the Shariah advisor.

Consult the Commission who may consult the Shariah Advisory Board where there is any ambiguity or uncertainty as to an investment, instrument, system, procedure and/or process.

Ensure that the Shariah-compliant funds comply, with any shariah guideline, ruling or decision issued by the Commission.

3.8 Transfer Agent

The Management Company has appointed ITMinds Limited having its registered office at 99-B, Block 'B', S.M.C.H.S., Main Shahrah-e-Faisal, Karachi, Pakistan, as the Transfer Agents of AIFOF. The ITMinds Limited will be responsible for maintaining the Unit Holder's Register, preparing and issuing account statements, Unit Certificates and dividend warrants/advice and providing related services to the Unit Holders.

3.9 Custodian

Central Depository Company of Pakistan Limited, having its office at "CDC House, 99-B, S.M.C.H.S., Main Shahrah-e-Faisal, Karachi", will be performing the functions of the custodian of the Trust Property. The salient features of the custodial function are:

- (a) Segregating all property of the Fund from Custodian's own property and that of its other clients.
- (b) Assuring the smooth inflow/outflow of dematerialized securities and such other instruments as required.
- (c) Ensuring that the benefits due on investments are received and credited to the Fund's account.

The Trustee may, in consultation with the Management Company, from time to time, appoint, remove or replace one or more Custodian(s) for performing the Custodian Function at one or more locations, on terms and conditions to be agreed between the Custodian and the Trustee and agreed by the Management Company for the safe keeping of any portion of the Trust Property.

3.10 Distributors/Facilitators

3.10.1 Parties detailed in **Annexure "C"** of this Offering Document have each been appointed as Distributors to perform the Distribution Functions at their Authorized Branches. The

addresses of these branches are given in **Annexure "C"** of this Offering Document; these branches may be increased or decreased by the Management Company from time to time. The Management Company may, from time to time, appoint additional Distributors or terminate the arrangement with any Distributor and intimate the Trustee accordingly. The Management Company may itself perform the functions of a Distributor either directly or through sub-distributors.

3.10.2 The Distributors will be responsible for receiving applications for Purchase, Redemption, Conversion or Transfer of Units etc. They will be interfacing with and providing services to Unit Holders, including receiving applications for change of address or other particulars or applications for issuance of duplicate certificates, requests for income tax exemption or Zakat exemption, etc. for immediate transmission to the Management Company or Transfer Agent as appropriate for further action. The Management Company shall remunerate the Distributors out of its resources and/or from Sales Load.

3.10.3 The Management Company may, at its sole discretion, from time to time, appoint Investment Facilitators (Facilitators). The Facilitators' function is to identify, solicit and assist investors in investing in the Fund. The Management Company shall remunerate the Facilitators out of its resources and/or from Front-end Load.

3.11 Auditors

The Auditors of the Fund are:

EY Ford Rhodes, Chartered Accountants
Progressive Plaza,
Room # 601-603,
Beaumont Road,
Karachi 75530

3.11.1 They will hold office until the transmission of the reports and accounts, which will cover the period from commencement of the Trust up to the end of the Accounting Period and will, afterwards, be eligible for reappointment by the Management Company with the concurrence of the Trustee. However, an auditor may be reappointed for such terms as stipulated by the Regulations and/or the Act, as amended from time to time. The appointment of Auditor and contents of the Auditor's report shall be in accordance with the provisions of the Rules and Regulations.

3.11.2 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, Custodian, Transfer Agent 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 audit.

3.11.3 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 Regulations.

3.11.4 The Auditors shall prepare a written report to the Unit Holders on the accounts and books of accounts of the Trust and the balance sheet, profit and loss account, cash flow statement and statement of movement in Unit Holders' Funds and on every other document forming part of the balance sheet and profit and loss account, including notes, statements or schedules appended thereto.

3.11.5 The contents of the Auditors report shall be as mentioned in the Regulations.

3.11.6 The fund may be subject to external Shariah Audit for every financial year, which may be undertaken by the existing external auditors or an independent External Shariah Auditor, as may be required under relevant Regulations.

3.12 Legal Advisors

The legal advisors of the Fund are:

Bawaney & Partners

3rd & 4th Floor, 68-C, Lane-13,
Bokhari Commercial Area
Phase-VI, DHA Karachi,
Pakistan.

3.13 Bankers

Bankers to the Scheme shall be any bank (must be Shariah compliant/ Islamic banks and Shariah compliant/ Islamic banks window) appointed by the Management Company. The Trustee shall maintain and operate the Bank Accounts of the Scheme at the said Bank(s).

3.13.1 Bank Accounts

(a) The Trustee, at the request of the Management Company, shall open Bank Account(s) titled "CDC-Trustee Atlas Islamic Fund of Funds", "CDC-Trustee Atlas Aggressive Allocation Islamic Plan", "CDC-Trustee Atlas Moderate Allocation Islamic Plan", "CDC-Trustee Atlas Conservative Allocation Islamic Plan", "CDC-Trustee Atlas Islamic Capital Preservation Plan" ²² CDC-Trustee Atlas Islamic Dividend Plan and ²³ ["CDC-Trustee Atlas Islamic Capital Preservation Plan-II] for the Unit Trust at designated Islamic Bank(s)/ Islamic Window of Conventional Banks having a minimum rating A- (A minus) inside or outside Pakistan, subject to the relevant laws, Trust Deed, Rules and Regulations, for collection, investment, redemption or any other use of the Trust's Funds.

While opening and operating any type of account and/or making investments in countries outside Pakistan on the instructions of Management Company, if the Trustee is required to provide any indemnities to offshore parties then Trustee and the Fund would be counter indemnified by the Management company to such extent.

(b) The Management Company may also require the Trustee to open Shariah Compliant Bank Account(s) as Distribution Account(s) for dividend distribution out of the Unit Trust. Notwithstanding anything in the Deed, the beneficial ownership of the balances in the Accounts shall vest in the Unit Holders.

(c) All bank charges for opening and maintaining Bank Accounts for the Trust shall be charged to the Fund by equally dividing it amongst the existing Allocation Plans. All bank charges for opening and maintaining bank accounts for an Allocation Plan under the Trust shall be charged to the pertinent Allocation Plan.

(d) All income, profit etc., earned in the Distribution Account(s), including those accruing on unclaimed dividends, shall form part of the Trust Property for the benefit of the Unit Holders and shall be transferred periodically from the Distribution Account(s) to the main Bank Account of the Trust.

(e) The amounts received from the Investors before the Initial Period shall be deposited in a Bank Account of the Fund and any income, profit etc., earned and/or accrued on the investments of that amount up to and including the day before the opening of Initial Period shall not form part of the Trust Property and shall be paid by the Management Company or the Trustee to those Investors participated before the Initial Period, either in cash or in additional Units as selected by those Investors, in proportion of their investments.

(f) The Trustee shall, if requested by the Management Company at its discretion also open a separate Account designated by the Management Company. These account(s) may be used for the purpose of collection of sale proceeds, where collections received on account of subscription of Units by investors of various unit trusts and the administrative plans that are managed by the Management Company shall be held prior to their being allocated and transferred to pertinent unit trust(s). Such account(s) may also be used

²² Inserted, vide 2nd Supplement dated February 14, 2020.

²³ Amended vide 4th supplemental dated August 09, 2021.

for temporary parking for the purpose of redemption. Provided however, in relation to the other unit trusts managed by the Management Company mentioned above, there are similar provisions in the trust deeds of such Funds and have Trustee as common between them. Such accounts shall be in the title of CDC Trustee – Atlas Funds.

Bank Accounts shall only be opened in Scheduled Islamic Banks, Islamic banking windows of scheduled commercial banks. In case an account needs to be opened with a conventional bank, it shall only be a current account and it shall be opened after specific approval from the Shariah Advisor.

3.14 Rating of the Scheme

The Management Company may obtain a rating of the Scheme, once the Scheme becomes eligible for rating as per the criteria of the rating agency, and such rating shall be updated at least once every Financial Year and also published in the annual and quarterly reports of the Scheme as well as on the Management Company's website.

3.15 Minimum Fund Size

The minimum size of an open ended scheme shall be one hundred million rupees at all times during the life of the scheme. In case after the Initial Public Offering, or subsequently at any time if the size of the open ended scheme falls below the minimum size of one hundred million rupees, the asset management company shall ensure compliance with the minimum fund size within three (3) months of its breach and if the fund size remains below the minimum fund size limit for consecutive ninety (90) days, the asset management company shall immediately intimate the grounds to the Commission upon which it believes that the scheme is still commercially viable and its objective can still be achieved.

3.16 Service Provider

3.16.1 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.

3.16.2 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.

3.16.3 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.

4. CHARACTERISTICS OF UNITS

4.1 Units

a) All Units of the Allocation Plans and fractions thereof represent an undivided share in the Allocation Plan and rank *pari passu* as to their rights in the net assets, earnings, and the receipt of the dividends and distributions in their respective Allocation Plan. Each Unit Holder has a beneficial interest in the particular type of Unit of the Allocation Plan, proportionate to the Units held by such Unit Holder under the pertinent Allocation Plan. For the convenience of investors, the Management Company may issue Units with different options for different arrangements as chosen by the investor from time to time, after seeking prior approval of the Commission and Shariah Advisor amending the Offering Document.

b) The Management Company shall offer Allocation Plans that shall invest in permissible CIS only, and / or Cash / Near Cash Instruments (unless otherwise allowed under the Rules,

Regulations, and / or any directives issued or any exemptions granted by the Commission to the Fund and / or to the Management Company from time to time) in differing percentage allocations.

4.2 Classes of Units

The Management Company may issue any of the following classes of Units for each of the Allocation Plans being offered by the Management Company:

4.2.1 Class "A" Units Class "A" Units shall be offered and issued in all current Allocation Plans during the Private Placement Period (Pre-IPO) and Initial Period of Offer (IPO) and may be charged a Front-end Load, as per the Offering Documents of the underlying funds. These Units are also subject to a / Back-end Load , as specified for each Allocation Plan in Annexure B of this Offering Document, in case of redemption before the completion of the Initial Maturity of the CPPI Plan of the Fund.

4.2.2 Class "B" Units Class "B" Units, which shall be offered and issued in all current Allocation Plans after the Initial Period of Offer (IPO) with or without Sales Load (Front-end Load) or any combination of foregoing from time to time.

The Management Company announces a suspension of further issue of Units of the Fund, it may allow existing Unit Holders to continue acquiring Units out of any dividend declared under above options.

Please refer to Annexure B for relevant features (applicable load and restrictions) for various classes of Units for different Allocation Plans.

4.2.3 Irrespective of the different classes of Units as set out above, all Units of an Allocation Plan issued from time to time shall rank *pari passu* inter se and shall have such rights as are set out in the Trust Deed and this Offering Document unless stated otherwise.

4.2.4 If a Unit Holder does not state his preference between getting a cash dividend or re-investing the dividend during the account opening stage, he will automatically be put in the dividend re-investment category. However, before a dividend is announced the Unit Holder can change this, opting for a cash dividend using a "Service Request Form". Unless otherwise advised by the Unit Holder, all cash dividend(s) to which a Unit Holder is entitled, shall be credited by the AMCs in the bank account of the Unit holder provided by him/her on the application for investment or otherwise.

4.3 Types of Units

An investor shall, at the time of opening an account, select the type(s) of Unit(s) in which the investor wishes to invest, i.e. Growth Unit and/or Income Unit.

4.3.1 Growth Units: The Unit value grows in line with the growth in the NAV, and the Unit Holders shall receive distribution income in the form of bonus units if any distribution announced by the Fund. Bonus Units issued shall be growth Units.

4.3.2 Income Units: The Unit value grows in line with the growth in the NAV, and the Unit Holders shall receive distribution income in the form of cash, if any distribution announced by the Fund.

4.3.3 In case Unit-Holders do not choose/specify the type of units at the time of investment, they will be allocated growth units by default. Unit Holders can switch from one type of Units to other at any time by filling out the required application form available at all distribution points.

4.3.4 The Management may introduce additional type of Units from time to time, subject to SECP's prior approval.

4.4 Purchase and Redemption of Units

(a) Units are purchased at the Offer Price and redeemed at the Redemption Price at any of the Authorized Distribution Offices during Business Hours on any Dealing Day in

accordance with the procedure set out in of this Offering Document.

- (b) Units are issued after realization of subscription money; however these are allocated upon receipt of application.
- (c) During the period the register is closed, the sale, redemption and conversion of Units will be suspended.
- (d) The Management Company may decline an applicant for issue of units if it is of the opinion that it will not be possible to invest the substantial inflow of Funds or to meet any regulatory requirements.

4.5 Procedure for Purchase of Units

4.5.1 Who Can Apply?

Any investor or any related group of investors qualified or authorized to purchase the Units may make applications for the Purchase of Units of Allocation Plans under the Fund. Application may be made pursuant to the procedures described in paragraph 4.5.2 below by any qualified or authorized investor(s) including, but not limited to, the following:

- (a) Citizens of Pakistan resident in Pakistan. In respect of minors below 18 years of age, applications may only be made by their guardians.
- (b) Companies, corporate bodies, financial institutions, banks, partners of a firm and societies incorporated in Pakistan provided such investment is permitted under their respective memorandum and articles of association and / or bye-laws.
- (c) Pakistanis resident abroad, foreign nationals and companies incorporated outside Pakistan can apply for Units 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 regulations / laws. Any person making an application for the Purchase of Units in the Fund shall warrant that he/she is duly authorized to purchase such Units.
- (d) Provident Funds constituted by companies registered under the Companies Ordinance, 1984, subject to conditions and investment limits as laid down in Employees Provident Fund (Investment in Listed Securities) Rules, 1996, as amended from time to time, including by SROs.
- (e) Provident, Pension and Gratuity Funds constituted by organizations other than companies under Section 20 (h) of the Trusts Act 1882, (11 of 1882).
- (f) Takaful Companies / Islamic Insurance companies under the Insurance Ordinance, 2000.
- (g) Non-Profit Organization under Rule 213 (i) of the Income Tax Rules, 2002.

How can Units be purchased?

4.5.2 Account Opening Procedure

The procedure given below is designed for paper-based transactions. The Management Company at a later date after seeking approval of the Commission may introduce electronic/Internet based options for the transactions.

- (a) Before purchasing Units of an Allocation Plan under the Fund an investor must open an account with Management Company using the Account Opening Form (Form 01) attached

to this Offering Document.

- (b) In case of individuals, the client will be required to submit all the documents enumerated under the sub-heading “**Individual Clients**” of Account Opening Form.
- (c) In case of institutions, the client will be required to submit all the documents enumerated under the sub-heading “**Institutional Clients**” of Account Opening Form.
- (d) In case of existing Unit Holders, if any of the documents (in a, b, or c above) have previously been submitted with the Management Company and/or Transfer Agent, fresh submission of documents will not be required provided that submitted documents are acceptable to Management Company. However, the account number must be provided to facilitate linking.

Any change of name or address of any Unit Holder as entered in the Register shall forthwith be notified in writing by the relevant Unit Holder to the distributor company or transfer agent.

- (e) The Distribution Company and/or Management Company will be entitled to verify the particulars given in the Account Opening Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy.
- (f) If subsequent to receipt of the application by the Distributor, but prior to issue of the Units, the application is found by the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy, in the meanwhile the application will be held in abeyance for fifteen days and in the event the discrepancy is not removed in the said fifteen days, the amount will be refunded without any interest or mark-up. However, in the event Units have been issued and a material discrepancy is discovered subsequent to that, the Registrar or the Distributor will advise the applicant in writing to remove the discrepancy within fifteen days and if the investor, in the opinion of the Registrar, fails to remove the discrepancy without good cause, the Units shall be redeemed at the Redemption Price fixed on the date the Units are so redeemed. The Unit Holder shall not be entitled to any payment beyond the redemption value so determined.
- (g) The Investor Account Opening Form can be lodged with any Distributor or directly lodged with the Management Company. No other person (including Investment Facilitators) is authorized to accept the forms or payment.
- (h) The Management Company will make arrangements, from time to time, for receiving Account Opening Forms from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.
- (i) The Management Company may request the Trustee to accept Investment 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 Investor 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.

4.5.3 Joint Application

- (a) Joint application can be made by up to four applicants. Such persons shall be deemed to hold Units on first holder basis. However, each person must sign the Account Opening Form and submit a copy of Computerized National Identity Card, NICOP, Passport and other identification document.

- (b) The first named Holder shall receive all notices and correspondence with respect to the account, as well as proceeds of any redemption, or dividend payments. Such person's receipt or payment into the person's designated bank account shall be considered as a valid discharge of obligation by the Trustee and the Management Company.
- (c) In the event of death of the first Holder, the person first in the order of survivor(s) as stated in the Account Opening Form, shall be the only person recognized by the Trustee and the Management Company to receive all notices and correspondences with regard to the accounts, as well as proceeds of any redemption requests or dividend. Such person's acknowledgement of receipt of proceeds shall be considered as the valid discharge of obligation by the Trustee and the Management Company.

Provided however the Trustee and/or the Management Company may at their discretion request the production of a Succession Certificate from an appropriate Court before releasing of redemption requests or dividends in cases of doubts or disputes among the Joint Unit Holders and/or the legal heirs or legal representatives of the deceased.

4.5.4 Purchase of Units

- (a) After opening an account an account holder may purchase Units of Allocation Plans under the Fund using the Investment Application Form attached to this Offering Document. Payment for the Units must accompany the form.
- (b) Application for Purchase of Units shall be made by completing the prescribed Investment Application Form and submitting it to the authorized branches of the Distributor or to the Management Company together with the payment by cheque, bank draft, pay order or online transfer as the case may be in favor of Trustee Bank Account and crossed "Account Payee only" as specified below;

CDC-Trustee Atlas Islamic Fund of Funds

CDC-Trustee Atlas Aggressive Allocation Islamic Plan

CDC-Trustee Atlas Moderate Allocation Islamic Plan

CDC-Trustee Atlas Conservative Allocation Islamic Plan

CDC-Trustee Atlas Islamic Capital Preservation Plan

²⁴ CDC-Trustee Atlas Islamic Dividend Plan

²⁵ "CDC-Trustee Atlas Islamic Capital Preservation Plan-II"

- The Account Holder may also make payment for Purchase of Units in favor of "CDC Trustee – Atlas Funds" provided that the account holder specifies name of the Allocation Plan and the Fund, along with relevant investment amount, in the Investment Application Form.
- (c) The Management Company may also notify, from time to time, arrangements or other forms of payment within such limits and restrictions considered fit by it with the prior approval of Commission.
- (d) Applicants must indicate their account number in the Investment Application Form except in cases where the Investor Account Opening Form is sent with the Investment Application Form.
- (e) The applicant must obtain a copy of the application signed and stamped by an authorized officer of the Distributor acknowledging the receipt of the application, copies of other documents prescribed herein and the demand-draft, pay-order, cheque or deposit slip as the case may be. Acknowledgement for applications and payment instruments can only be validly issued by Distributors.

²⁴ Inserted, vide 2nd Supplement dated February 14, 2020.

²⁵ Inserted vide 4th supplemental dated August 09, 2021.

- (f) The Distribution Company and/or Management Company will be entitled to verify the detail given in the Investment Form. In case of any incorrect information, the application may be rejected if the applicant fails to rectify the discrepancy (except for discrepancy in payment instrument, in which case application will be rejected immediately).
- (g) The Management Company will make arrangements, from time to time, for receiving Investment Request Forms and payments from outside Pakistan and will disclose these arrangements through its website and its Distributors and agents outside Pakistan.

4.5.5 Minimum Amount of Investment

- (a) Initially Units shall be issued at par value of Rs. 500/- with a minimum investment size of Rs.5,000/- (Rupees Five Thousand only) and thereafter the minimum amount for investment would be Rs.1,000/- (Rupees One Thousand only). The Management Company reserves the right to alter the minimum amounts stated hereinabove after giving thirty (30) days prior notice to Unit Holders.
- (b) However, enhancement in current minimum monetary investments shall not take effect retrospectively.

4.5.6 Determination of Purchase (Offer) Price

- (a) Units of Allocation Plans offered during the Initial period will be as specified in clause 1.9.
- (b) After the Initial Period, the Purchase (Offer) Price for the Units offered through Public Offering, shall be determined from time to time pursuant to the Sub clause (c) hereafter and shall be announced by the Fund for Dealing Days during the period when the relevant Allocation Plan is open for subscription.
- (c) The Purchase (Offer) Price of Units of any Allocation Plan shall be equal to the sum of:
 - (i) The Net Asset Value as of the Allocation Plan as of the close of the Business Day (Forward pricing);
 - (ii) Any Front-end Load as disclosed in this Offering Document.
 - (iii) Such amount as the Management Company may consider an appropriate provision for Duties and Charges; and
 - (iv) Such a mount as the Management Company may consider an appropriate provision for Transaction Costs.
 - (v) Such sum shall be adjusted upward to the nearest paisa.

If such price exceed or falls short of the current value of the underlying assets by more than five percent based on information available, the assets Management Company shall defer dealing and calculate a new price and this new price would be applicable for dealing of units.

- (d) The Purchase (Offer) Price so determined shall apply to purchase requests, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which the completely and correctly filled purchase of Units application form is received.
- (e) The Purchase (Offer) Price of the Units of the Allocation Plans open for subscription, shall be separately calculated and announced by the Management on a daily basis and shall be made available to the public at the office and branches of the Distributors and will also be published daily on the Management Company's and MUFAP's website.

4.5.7 Allocation/ Issue of Units

- (a) The Purchase Price determined at the end of the Dealing Day for Units of the Allocation

Plan(s) shall apply to all Investment Request Forms, complete in all respects, received by the Management Company at its registered address or by the Distributor at its Authorized Branch(s) during Business Hours on that Dealing Day. Any Investment Request Forms received after Business Hours will be transferred to the next Dealing Day.

- (b) Units will be allocated at the Purchase Price as determined in clause 4.4.6 above. However, Units will be issued after realization of Funds in the bank account of the Fund.
- (c) The Transfer Agent/Management Company shall send an account statement or report to the Unit Holder each time there is an activity in the account. Such statements or report shall be sent by electronic means or if requested in physical form within 7 working days from the receipt of such request through ordinary mail to the Unit Holder's address recorded in the Register of Unit Holders.
- (d) In case the Management Company announces a suspension of further issue of Units of an Allocation Plan under the Fund, it may allow existing Unit Holders of that Allocation Plan to continue acquiring Units against reinvestment of any cash or bonus / stock dividend declared on the Units held in the pertinent Allocation Plan. Also, if issue of Units of an Allocation Plan is suspended, Units for other Allocation Plan(s) under the Fund may continue unaffected.

4.5.8 Issuance of Physical Certificates

- (a) Unit Certificates will be issued only if requested by the Unit Holder.
- (b) Unit Holder can apply for the issue of Certificate by completing the prescribed application form and submitting it to the relevant Distribution Company together with a fee at the rate of Rs.100/ per Certificate or any other amount as determined by the Management Company from time to time.
- (c) The Certificate will be posted at the applicant's risk within 21 Business Days after the request for the Certificate has been made to the address of the Unit Holder or to the address of the first named Joint Unit Holder, if the relevant Unit or Units are jointly held.
- (d) The Certificate will be available in such denomination as Management Company and the Trustee decide from time to time. Unless, the Unit Holder has instructed to the contrary, the minimum number of Certificates will be issued.
- (e) A Unit or any fraction thereof shall not be represented by more than one Certificate at any one time.

4.5.9 Replacement of Certificates

- (a) The Transfer Agent or Management Company may replace Certificates, which are defaced, mutilated, lost or destroyed on application received by them from the Unit Holder on the prescribed form on the payment of all costs and on such terms as to evidence, indemnity and security as may be required. Any defaced or mutilated Certificate must be surrendered before a new Certificate is issued.
- (b) The Unit Holder shall on application on prescribed form be entitled to consolidate the entire holding in the Fund into one (01) Certificate upon surrender of existing Certificates.
- (c) Each new issue of Certificates will require payment of Rs.100/ per Certificate, subject to revisions of fee from time to time by the Management Company.

4.5.10 Issuance of Units in Book Entry form in CDS

Unit Holder may obtain Units of Allocation Plans under the Fund in Book Entry form in CDS, if and / or when the Fund becomes CDS eligible. The Issuance of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

4.6 Procedure for Redemption of Units

4.6.1 Who Can Apply?

During the Initial Period the Units shall not be redeemed.

After the Initial Period all Unit Holders are eligible to redeem the said Units (subject to applicable Backend load as specified in Annexure B).

Furthermore, the Units shall not be (i) redeemable and / or reallocated during the book closure of (a) the Fund and / or (b) the underlying CIS. (ii) and / or due to suspension of redemption under any of the underlying CIS.

4.6.2 Redemption Application Procedure

4.6.2.1 Request for Redemption of Units of Allocation Plan(s) under the Fund shall be made by completing the prescribed redemption form and the same is received at the Authorized Branch or office of the Distributor on a Dealing Day during the Business Hours as may be announced by the Management Company from time to time. The Distributor may retain a copy of the Redemption Form and a copy may also be supplied to the Registrar, if so required by the Management Company.

4.6.2.2 The Management Company may redeem only part of the Units comprised in a Certificate and reissue a new Certificate for the remaining Units, however, in the case where Certificate is not issued any number of Units may be redeemed by the Unit Holder thereof. The relevant Certificate shall accompany the application for Redemption of Units, if issued. At the discretion of the Management Company certificate charges may apply for the reissued Certificate.

4.6.2.3 The Registrar with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof.

4.6.2.4 In case of application for redemption by joint Unit Holders, unless otherwise specified by the joint holders, such application should be signed by all the joint Holders as per their specimen signatures provided at the time of opening of the account within the Unit Holder Register, through the investor account opening Form.

4.6.2.5 The Distribution Company or the Registrar shall verify the particulars given in the application for Redemption of Units. The signature of any Unit Holder or joint Unit Holder on any document required to be signed by him under or in connection with the application for redemption of Units may be verified by Management Company or the Registrar or otherwise authenticated to their reasonable satisfaction. In case of submission of electronic on-line redemptions the Unit Holder's user ID and password will authenticate his identity.

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

4.6.2.7 If subsequent to receipt of the redemption application by the Distributor, but prior to the redemption of the Units, the application is found by the Management Company or the Registrar or the Distributor to be incomplete or incorrect in any material manner, the Management Company or Registrar or the Distributor will advise the applicant to remove the discrepancy. In the meanwhile, the application will be held in abeyance for fifteen days. In the event the discrepancy is not removed in the said fifteen days, the application for redemption will be cancelled treating the same as null and void. The Unit Holder will then have to submit a fresh application for Redemption of Units.

4.6.2.8 The Management Company shall ensure all valid redemption request are paid based on ranking of the request in a queue.

- 4.6.2.9** The amount payable on redemption shall be paid to the Unit Holder or first named joint Unit Holder by dispatching a cheque/ bank draft/ pay order for the amount to the registered address of the Unit Holder or may be paid to the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form within six Business Days from the date of presentation of the duly completed Redemption form, electronic or otherwise, at the Authorized Branch or office of the Distributor or the Management Company. The amount can also be paid to the third party upon instruction of the Unit Holder through Electronic Bank transfer to the Unit Holder's designated bank account as mentioned in the Investor Account Opening Form or Redemption form.
- 4.6.2.10** No Money shall be paid to any intermediary except the Unit Holder or his authorized representative.
- 4.6.2.11** 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.
- In case of submission of electronic online redemption requests the Investor's user ID and password will authenticate his/her identity.
- 4.6.2.12** The receipt of the Unit Holders for any amount payable in respect of the Units shall be a good discharge to the Trustee and the Management Company. In case of joint Unit Holders any one of them may give effectual receipt for any such moneys.
- 4.6.2.13** Application for Redemption of Units will be received at the authorized offices or branches of the Distributor on all Dealing Days. Where redemption requests on any one Dealing Day exceed ten (10) percent of either the total number of Units outstanding of the pertinent Allocation Plan, such redemption requests in excess of ten (10) percent may be deferred in accordance with the procedure elaborated in the Clause 4.10.4.
- 4.6.2.14** On the occurrence of any circumstance specified in the Regulation or the Deed that may require an Allocation Plan(s) under the Fund to be suspended, the Management Company shall suspend the Sale and Redemption of Units of the pertinent Allocation Plan, and intimation of suspension shall be made to the Unit Holders of the pertinent Allocation Plan, the Trustee and the Commission according to the procedure laid down in the Regulations.
- 4.6.2.15** Unit Holders may redeem their Units held in Book Entry form in CDS. The Redemption of Units in CDS shall be made in accordance with the procedure laid down in CDCPL Regulations.

4.7 Purchase (Offer) and Redemption (Repurchase) of Units outside Pakistan

- 4.7.1** Subject to exchange control, SECP prior approval and other applicable laws, Rules and Regulations, in the event of arrangements being made by the Management Company for the Purchase (Public Offer) of Units to persons not residing in Pakistan or for delivery in any country outside Pakistan, the price at which such Units may be issued may include in addition to the Purchase (Public Offer) Price as hereinbefore provided a further amount sufficient to cover any exchange risk insurance, any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such issue or of the delivery or issue of Certificates, or any additional costs relating to the delivery of certificates or the remittance of money to Pakistan or any other cost in general incurred in providing this facility.
- 4.7.2** In the event that the Redemption Price for Units shall be paid in any country outside Pakistan, the price at which such Units may be redeemed may include as a deduction to the Redemption Price as hereinbefore provided a further amount sufficient to cover any exchange risk

insurance and any additional stamp duty or taxation whether national, local or otherwise leviable in that country in respect of such payment or redemption or any bank or other charges incurred in arranging the payment or any other cost in general incurred in providing this facility. Provided however, neither the Management Company, nor the Trustee give any assurance or make any representation that remittance would be allowed by the State Bank of Pakistan at the relevant time

4.7.3 The currency of transaction of the Trust is the Pakistan Rupee and the Management Company, Trustee or any Distributor are not obliged to transact the purchase or redemption of the Units in any other currency and shall not be held liable, save as may be specifically undertaken by the Management Company, for receipt or payment in any other currency or for any obligations arising therefrom.

4.8 Determination of Redemption (Repurchase) Price

4.8.1 After the Initial Offer, the Redemption (Repurchase) Price of Units of any Allocation Plan shall be equal to the Net Asset Value (NAV) of the pertinent Allocation Plan as of the close of Business Day (forward pricing) less:

- (a) Any Back-end Load as per the details in this Offering Document Annexure B; and;
 - (b) Such amount as the Management Company may consider an appropriate provision for Duties and Charges and other levies etc., and
 - (c) Such amount as the Management Company may consider an appropriate provision for Transaction Costs;
 - (d) Such sum shall be adjusted downward to the nearest paisa
- Level of all back end loads shall be disclosed in the Offering Document. An increase in Back End load will require 90 days prior notice to the Unit Holder or any other period as specified in the Regulations.

4.8.2 The Repurchase (Redemption) Price so determined shall apply to redemption requests, complete in all respects, received by the Distributor or the Management Company during the Business Hours on the Dealing Day on which a correctly and properly filled redemption application is received.

4.8.3 The Redemption Price of Units of Allocation Plans determined by the Management Company shall be made available for every Dealing day to the public at the office and branches of the Distributors and at the discretion of the Management Company may also be published in any daily newspaper widely circulated in Pakistan and will be published at Management Company's and MUFAP's website.

4.9 Procedure for Requesting Change in Unit Holder Particulars

4.9.1 Who Can Request Change?

All Unit Holders are eligible to change their Unit Holder details if they so desire. For such change in particulars, a request shall be made via the Special Instructions Form. These Forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made through CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDC Regulations.

4.9.2 Application Procedure for Change in Particulars

- (a) Some of the key information which the Unit Holder can change is as follows:
 - i. Change in address
 - ii. ²⁶Next of KIN detail

²⁶ Substituted vide 5th supplemental dated November 12, 2021 for Nominee

- iii. Change in Bank Account details
- iv. Account operating instructions
- v. Frequency of profit payments
- vi. Systemic Conversion Option

Change will not be allowed in Title of account, CNIC and Joint holders details.

- (b) Fully completed Special Instructions Form has to be submitted by both Individuals and/or Institutional Investor(s). This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company through an Investment Facilitator within Business Hours on a Dealing Day.
- (c) The applicant must obtain a copy of the Special Instructions Form signed and duly verified by an Authorized Officer of the Distributor or Management Company.
- (d) The Distribution Company and /or Management Company will be entitled to verify the particulars given in the Special Instructions Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (e) The Unit Holder will be liable for any taxes, charges or duties that may be levied on any of the above changes. These taxes, charges or duties may either be recovered by redemption of Unit Holder equivalent Units at the time of the service request or the Management Company may require separate payment for such services.
- (f) Unless the Joint Unit Holder(s) of Units have specified otherwise, all the Joint Unit Holder(s) shall sign the Special Instructions Form for such Units.

4.9.3 Transfer, Nomination and Transmission

- 4.9.4** Unit Holder may, subject to the law, transfer any Units of any Allocation Plan(s) held by them to any other person. The transfer shall be carried out after the Management Company/Transfer Agent has been satisfied that all the requisite formalities including the payment of any taxes and duties have been complied with.
- 4.9.5** Both the transferor and the transferee must sign every instrument of transfer and the transferor shall be deemed to remain the Holder of the Units transferred until the name of the transferee is entered in the register. Every instrument of transfer must be duly completed in all respects including affixation of transfer stamps of the requisite value.
- 4.9.6** Where Certificates have been issued, the Management Company / Transfer Agent with the consent of the Trustee may dispense with the production of any Certificate that shall have become lost, stolen or destroyed upon compliance by the Unit Holder(s) with the like requirements to those arising in the case of an application by him for the replacement thereof as provided in this Offering Document. The Management Company or the Transfer Agent shall retain all instruments of transfer.
- 4.9.7** The Transfer Agent shall, with the prior approval of the Management Company or the Management Company itself be entitled to destroy all instruments of transfer or the copies thereof, as the case may be, which have been registered at any time after the expiration of ten years from the date of registration thereof and all the Certificates which have been cancelled at any time after the expiration of ten years from the date of cancellation thereof and all registers, statements and other records and documents relating to the Trust at any time after the expiration of ten years from transmission to the Trust. The Trustee or the Management Company or the Transfer Agent shall be under no liability, whatsoever, in consequence thereof and it shall conclusively be presumed in favor of the Trustee or the Management Company or the Transfer Agent that every Unit of Transfer so destroyed was a valid and effective instrument duly and properly registered by the Trustee or the Management Company or the Transfer Agent and that every Certificate so destroyed was a valid Certificate duly and properly cancelled, provided that (i) this provision shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document may be relevant; (ii) nothing in this sub-clause shall impose upon the

Trustee or the Management Company or the Transfer Agent any liability in respect of the destruction of any document earlier than as aforesaid or in any case where the conditions of provision (i) above are not fulfilled. Reference herein to the destruction of any document includes reference to the disposal thereof in any manner. Complete list of unclaimed dividends will be maintained by AAML and shall not be destroyed. ²⁷ []].

4.9.8 ²⁸[Transmission of Units to successors in case of inheritance or distribution of the estate of a deceased Unit Holder shall be processed by the Transfer Agent or the Management Company as per secession certificate].

4.9.9 A Unit Holder may convert the Units in a Unit Trust Scheme managed by the Management Company into Units of another Unit Trust Scheme managed by the Management Company by redeeming the Units of first Scheme and issuance of Units of later Scheme(s) at the relevant price applicable for the day. The Transfer Agent or Management Company itself shall carry out the conversion after satisfying that all the requisite formalities have been fulfilled and payment of the applicable taxes, fees and/or load, if any, has been received. The Management Company may impose a time limit before which conversion may not be allowed.

4.9.10 A Unit Holder may merge the Units which he/she has invested with two folio/registration numbers into one folio/ registration number. The Transfer Agent shall carry out the merger after satisfying that all the requisite formalities have been completed and payment of applicable taxes and fee, if any, has been received.

4.9.11 Partial Transfer

Partial transfer of Units covered by a single Certificate is permitted provided that in case of physical certificates issued, the Unit Holder must apply for splitting of the unit certificate representing the partial amount and then the new certificate shall be applied for transfer.

4.9.12 Conversion

Conversion of Units of an Allocation Plan to Units of any other Allocation Plan offered under this Scheme, or conversion of Units of the Allocation Plan(s) to / from Units of any other Scheme managed by the Management Company can be carried out by submitting the duly filled Conversion Application Form, or any other Form as designated by the Management Company for the purpose of conversion from time to time, to the Authorized Branch of the Management Company together with any certificate / document required. Physical Certificates, if issued, must accompany the form.

4.10 Procedure for Pledge / Lien / Charge of Units

4.10.1 Who Can Apply?

- (a) All Unit Holders of Fund are eligible to apply for pledge / lien / charge of Units if they so desire. Such Pledge / Lien / Charge can be made via the Pledge of Units Form as attached in **Annexure "D"** of this Offering Document. These forms may be obtained from Distributors or Investment Facilitators or from the Management Company or through its website. However, if Units are held in CDS account then request should be made to the CDS Participant or the Investor Account Service (IAS) with which the account is maintained, according to the procedure laid down in CDCPL Regulations.
- (b) Any Unit Holder of Fund either singly or with Joint Unit Holder(s) (where required) may request the Management Company or Transfer Agent to record a pledge / lien of all or any of his / her/ their Units in favor of any third party legally entitled to invest in such Units in its own right. The Management Company or Transfer Agent shall register a lien on any Unit in favor of any third party with the consent of the Management Company. However, the lien shall be valid only if evidenced by an account statement or letter issued

²⁷ Deleted vide 5th supplemental dated November 12, 2021 before deletion [Unit Holder may nominate any successor/ nominee for transmission, subject to all legal requirements, in case of the decease of Unit Holder]

²⁸ Replaced vide 5th supplemental dated November 12, 2021.

by the Management Company or Transfer Agent with the Units marked in favor of the Pledgee. The onus for due process having been followed in registering a lien shall lie with the party claiming the lien.

- (c) The lien once registered shall be removed by the authority of the party in whose favor the lien has been registered or through an order of a competent court. Neither the Trustee, nor the Management Company, nor the Transfer Agent, shall be liable for ensuring the validity of any such pledge / charge / lien. The disbursement of any loan or undertaking of any obligation against the constitution of such pledge/charge/lien by any party shall be at the entire discretion of such party and neither the Trustee nor the Management Company and the Transfer Agent shall take any responsibility in this matter.
- (d) Payments of cash dividends or the issue of bonus Units and redemption proceeds of the Units or any benefits arising from the said Units that are kept under lien / charge / pledge shall be paid to the order of the lien / charge / pledge holder's bank account or posted to the registered address of Pledge holder mentioned in the Pledge Form and/or Investor Account Opening Form submitted. In case of Units are pledged through Central Depository System, payments of cash dividends or the issuance of bonus Units goes to the Pledger as per Central Depositories Act.
- (e) The Distribution Company and / or Management Company will be entitled to verify the particulars given in the Pledge Form. In case of any incorrect information the application may be rejected if the applicant does not rectify the discrepancy.
- (f) Fully completed Pledge of Units Form has to be submitted by both Individuals and/or non-individuals Unit Holders. This Form should be delivered to any of the Authorized Branches of the Distribution Companies or may be submitted to the Management Company directly or through an Investment Facilitator within Business Hours on a Dealing Day.
- (g) All risks and rewards, including the right to redeem such Units and operate such account, shall vest with the pledge / lien / charge holder. This will remain the case until such time as the pledge / lien / charge holder in writing to the Management Company instructs otherwise.

4.11 Temporary Change in Method of Dealing, Suspension of Dealing and Queue System

4.11.1 Temporary Change in the Method of Dealing

Under the circumstances mentioned in Clause 4.10.2 & 4.10.3, Subject to compliance with Regulation (having regard to the interests of Unit Holders), the Management Company may request the Trustee to approve a temporary change in the method of dealing in Units. A permanent change in the method of dealing shall be made after expiry of at least one month's notice to Unit Holders and with the approval of Trustee.

4.11.2 Suspension of Fresh Issue of Units

The Management Company may, under certain circumstances, suspend issue of fresh Units. These circumstances may include:

- The situation of Force Majeure as defined in this Offering Document;
- A situation in which it is not possible to invest the amount received against issuance of fresh Units or
- Any other situation in which issuance of fresh Units is, in Management Company's opinion, against the interests of the existing/remaining Unit Holders.

Such suspension may, however, not affect existing Unit Holders for the issue of bonus Units as a result of profit distribution. The Management Company shall announce the details of circumstances at the time a suspension of fresh issue is announced. The Management Company shall immediately notify SECP and Trustee if issuance of Units of an Allocation Plan is suspended and shall also have the fact published, immediately following such decision, as per the mode of announcement prescribed by SECP.

In case of suspension of redemption of Units of Allocation Plan(s) due to extraordinary circumstances the issuance of Units of the pertinent Allocation Plan(s) shall also be kept suspended until and unless redemption of Units is resumed.

In case of suspension of issuance / redemption of Units of an Allocation Plan(s), the issuance / redemption of other Allocation Plan(s) may continue unaffected.

Investment application form received on the day of suspension will not be processed and the amount received shall be returned to the investor.

4.11.3 Suspension of Redemption of Units

The Redemption of Units may be suspended during extraordinary circumstances/ Force Majeure.

Redemption requests received on the day of the suspension shall be rejected.

4.11.4 Queue System

In the event redemption requests on any day exceed ten percent (10%) of the outstanding Units of an Allocation Plan, 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 (10%) of the outstanding Units of the Allocation Plan. The Management Company shall proceed to sell adequate assets of the pertinent Allocation Plan and / or arrange borrowing as it deems fit in the best interest of all Unit Holders of the pertinent Allocation Plan 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 Dealing Day, such requests shall be processed on basis proportionate to the size of the requests. The Management Company shall provide all redemption requests duly timed and date stamped to the Trustee within 24 hours of receipt of any such request following the queue system. The requests in excess of ten percent (10%) shall be treated as redemption requests qualifying for being processed on the next Dealing Day at the price to be determined for such redemption requests. However, if the carried over requests and the fresh requests received on the next Dealing Day still exceed ten percent (10%) of the Units of the Allocation Plan, 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 (10%) of the outstanding Units of the Allocation Plan.

4.11.5 Winding up in view of Major Redemptions

In the event the Management Company is of the view that the quantum of redemption requests that have built up are likely to result in the Fund being run down to an unsustainable level or it is of the view that the selloff of assets is likely to result in a significant loss in value for the Unit 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 Unit Holders shall be paid after selling the assets under their respective Allocation Plans and determining the final Redemption Price for the Allocation Plans being offered under this Scheme.

However, interim distributions of the proceeds may be made if the Management Company finds it feasible. In case of shortfall, neither the Trustee nor the Management Company shall be liable to pay the same.

5. DISTRIBUTION POLICY

5.1 Declaration of Dividend

- a) The Management Company shall decide as soon as possible but not later than forty-five days after the Accounting Date / interim period whether to distribute among Unit Holders, profits, either in form of bonus Units (stock dividend) or cash dividend, if any, available

for the distribution at the end of the Accounting Period and shall advise the Trustee of the amount of such distribution per Unit. The Fund will comply with regulatory and taxation requirements and the distribution policy may be amended accordingly.

- b) The Management Company on behalf of the Scheme shall, for every accounting year, distribute by way of dividend to the Unit Holders of each Allocation Plan, not less than ninety percent of the accounting income for the pertinent Allocation Plan, received or derived from sources other than realized / unrealized capital gains as reduced by such expenses pertaining to that Allocation Plan.
- c) For the purpose of this Clause the expression “accounting income” means income calculated in accordance with the requirements of International Accounting Standards (IAS) as are notified under the Companies Ordinance, 1984, the Regulations and the directives issued by SECP. Wherever the requirement of Regulations or the directives issued by SECP differs with the requirement of IAS, the Regulations and the said directives shall prevail.
- ²⁹ d.) Provided that the AIDP shall distribute all net profit (after deducting all expenses of the Plan) as dividend and that dividend shall be re-invested after deducting applicable taxes to investors. By distributing dividend on a daily basis, the Management Company shall ensure that total distribution in an Accounting period accumulates to an amount that is required under the tax laws and other regulations in force to be distributed and that may be beneficial for its Unit Holders.

Further provided that dividend amount less than Rs. 1 shall not be taken into account and dividend shall not be entitled if holding in register of any unit-holder(s) is less than one unit.

Incase during the financial year, NAV falls below the par value, the dividend distribution shall be stopped immediately till the NAV reaches the par value. However in case where the NAV at the end of Financial Year is below the par; the Fund shall treat below par value as a par value for next financial year.

Dividend will be distributed to the Unit Holder(s) appearing in the register within cutoff timing as mentioned in this offering document on a daily basis. Unit Holders will not be entitled to the Dividend of the Day the units are allocated and shall be entitled to dividends from the next business day. If all unit redemption is made, the redemption proceeds shall also include the dividend amount of that particular business day on which the redemption has been filed. Unit Holder(s) having discrepancies of any type will not be eligible for dividend distribution purposes unless all the discrepancies are removed.

5.2 Determination of Distributable Income

³⁰The 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 6.2 to 6.4 of this Offering Document; and
- any taxes of the Fund

5.3 Payment of Dividend

All dividends to which a unitholder is entitled, shall be credited by the AMCs in the bank account of the unit holder provided by him/her on the application for investment or otherwise. Or credited to the charge-holder's designated bank account in case of lien / pledge of Units as the case may be or through any other mode of payment with the approval of Commission and such payment shall be subject to the Regulations and any other

²⁹ Inserted, vide 2nd Supplement dated February 14, 2020.

³⁰ Replaced vide 5th supplemental dated November 12, 2021.

applicable laws.

- ³¹ Provided that, all unit holders appearing in the register of Unit Holders of AIDP will be entitled for dividend and the amount of dividend shall be reinvested at the ex-dividend NAV after deduction of all applicable taxes.

5.4 Dispatch of Dividend Warrants/Advice

Dividend warrants/advice/payment instruments and/or Account Statements shall be dispatched to the Unit Holders or the charge-holders at their registered addresses.

5.5 Reinvestment of Dividend

The Management Company shall give the Unit Holders the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to receive new Units instead of cash dividend. The Unit Holders shall be entitled to change such option.

³²Further, in case of AIDP dividend entitled to the unit holder shall be reinvested at the ex-dividend NAV after deduction of all applicable taxes and charges, if any.

5.6 Bonus Units

The Management Company may decide to distribute, wholly or in part, the distributable income in the form of stock dividend (which would comprise of the Bonus Units of the Trust) if it is in the interest of Unit Holders. After the fixing of the rate of bonus distribution per Unit, in case of distribution in the form of Bonus Units, the Management Company shall, under intimation to the Trustee, issue additional Units issued in the name of the Unit Holders as per the bonus ratio. 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 account statement or Unit Certificate shall be dispatched to the Unit Holder within fifteen days of the issue of Bonus Units.

5.7 Encashment of Bonus Units

The Management Company shall give the Unit Holder(s) the option at the time of opening of Unit Holder Account (via the Investor Account Opening Form) within the Unit Holder Register to encash bonus Units. In such case the bonus Units issued to the credit of such Unit Holder(s) shall be redeemed at the ex-dividend NAV as calculated on the Business Day immediately preceding the first day of the book closure announced for such purpose and proceeds shall be credited in accordance with the normal procedure already detailed above for Redemption of Units.

5.8 Closure of Register

The Management Company may close the Register by giving at least seven (7) days' notice to Unit Holder provided that the time period for closure of register shall not exceed six (6) working days at a time and whole forty five days in a Financial Year. During the closure period, the sale, redemption, conversion of Units or transfer of Units will be suspended. Notice for closure of register should be published in widely circulated newspaper.

6. FEE AND CHARGES

6.1 Fees and Charges Payable by an Investor

The following fees and charges shall be borne by the Investor:

6.1.1 Front-end Load

Front end Load is a part of Sales Load which may be included in the offer price of the Units.

³¹ Inserted, vide 2nd Supplement dated February 14, 2020.

³² Inserted, vide 2nd Supplement dated February 14, 2020.

The remuneration of Distributors and Investment Facilitators shall be paid from such Load and if the Front-end Load is insufficient to pay the remuneration of the Distributors and Investment Facilitators, the Management Company shall pay the amount necessary to pay in full such remuneration and no charges shall be made against the Fund Property or the Distribution Account in this respect except as allowed specifically under Regulations and Circulars issued by SECP from time to time

The Management Company may at its discretion charge different levels of Load on different Allocation Plans being offered by the Management Company under this Scheme, as per Annexure B. Any change in Front-end Load shall be done through supplemental to the Offering Document after seeking prior approval of the Commission.

A Distributor located outside Pakistan may if so authorized by the Management Company and the Trustee retain such portion of the Front-end Load as is authorized by the Management Company and transfer the net amount to the Trustee, subject to the law for the time being in force.

The issue price applicable to Bonus Units issued by way of bonus / stock dividend distribution or issue of Units in lieu of cash distribution shall not include any sales or processing charge.

6.1.2 Back End Load

Back End Load deducted from the Net Asset Value (NAV) of Units of Allocation Plan in determining the Redemption Price for the Units of the pertinent Allocation Plan; provided however that different levels of Back End Load may be applied to different classes of Units of different Allocation Plans, but Unit Holders of an Allocation Plan within a class shall be charged same level of back end Load. Management Company may change the current level of back end load after giving 90 days prior notice to the Unit Holders of the pertinent Allocation Plan through newspaper (either Urdu or English Newspaper), and / or via post, and the Unit Holders shall be given an option to exit at the applicable NAV without charge of Back End Load as specified in the Regulation. The back end load shall form a part of Fund's Property.

The current level of Back End Load is indicated in Annexure B.

6.1.3 Other Charges

Transfer of Units from one owner to another shall be subject to a Processing charge at the date the request is lodged, which shall be recovered from the transferee. However, the processing charge shall not be payable by successors in the case of inheritance or distribution of the estate of a deceased Unit Holder.

Units of Allocation Plan issued to an Account holder through conversion from another scheme run by the Management Company, or from another Allocation Plan under the Scheme, shall be issued at a price based on the Net Asset Value of the Allocation Plan on that date plus the applicable Front-end Load.

6.1.4 Expenses borne by the Management Company and the Trustee

The Management Company and Trustee shall bear all expenditures in respect of their respective secretarial and office space and professional management services provided in accordance with the provisions of the Deed. Neither the Management Company nor the Trustee shall make any charge against the Unit Holders nor against the Trust Property nor against the Distribution Account for their services nor for expenses, except such expenses or fees as are expressly authorized under the provisions of the Regulations and the Deed to be payable out of Trust Property.

Any cost associated with sales, marketing and advertisement of collective investments schemes shall not be charged to the collective investment schemes except where specifically allowed under Regulations.

6.1.5 Remuneration of Distribution Company / Investment Agent / Investment Facilitator

The Distribution Company or any Investment Facilitator / Investment Advisor / Sales Agent employed by the Management Company will be entitled to a remuneration payable by the Management Company out of its own resources and/or from Front End Load on terms to be agreed between the Management Company and the Distribution Company / Investment Facilitator / Sales Agent.

Distributors/Investment Facilitators or Sales Agents located outside Pakistan may, if so authorized by Trustee and the Management Company, be entitled to remuneration (from Management Company's own resources) on terms to be agreed between them and the Management Company, subject to the law for the time being in force.

6.2 Fees and Charges Payable by the Fund

Separate expense & income accounts may be set up for each Allocation Plan. The following expenses shall be borne by the Fund:

6.2.1 Remuneration of the Management Company

The remuneration shall begin to accrue from the close of the Initial Offering Period. In respect of any period other than an Annual Accounting Period, such remuneration shall 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 the Annual Accounting Period concerned.

Current level Management Fee is disclosed in Annexure "B". Any increase in the current level of Management Fee, provided it is within the maximum limit prescribed in the Regulations shall be subject to giving a ninety (90) days prior notice to the Unit Holders and the Unit Holders shall be given an option to exit at the applicable NAV without charge of any exit load.

6.2.2 Remuneration of the Trustee

The Trustee shall be entitled to a monthly remuneration out of the Trust Property determined in accordance with Annexure "A".

The remuneration shall begin to accrue following the close of the Initial Offering 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 the trustee from the existing level shall require prior approval of the Commission.

6.3 Formation Costs

All preliminary and floatation expenses of the Fund including expenses incurred in connection with the establishment and authorization of the Fund, including execution and registration of the Constitutive Documents, issue, legal costs, printing, circulation and publication of the Offering Document, and all expenses incurred during and up to the Initial Offering Period subject to a maximum of one per cent of pre-IPO capital of the Fund or Rupees five million, whichever is lower, shall be borne by the Fund subject to the audit of expenses and amortized over a period of not less than five years or within the maturity of the Fund whichever is lower. This cost shall be reimbursable by a collective investment scheme to an AMC subject to the audit of expenses. The Formation Cost shall be reported by the Management Company to the Commission and the Trustee giving their break-up under separate heads, as soon as the distribution of the securities is completed. Formation cost will be shared by the Allocation Plans.

6.4 Other costs and expenses

The following charges shall also be payable out of the Fund Property

- (i) Custody, Brokerage, Transaction Costs of investing and disinvesting of the Fund Property.
- (ii) All expenses incurred by the Trustee in effecting the registration of all register able property in the Trustee's name.
- (iii) Legal and related costs incurred in protecting or enhancing the interests of the Fund or the collective interest of the Unit Holders.
- (iv) Bank charges and financial costs;
- (v) Auditors' Fees and related expenses.
- (vi) Any printing costs and related expenses for issuing Fund's quarterly, half yearly and annual reports
- (vii) Fund rating fee payable to approved rating agency.
- (viii) Listing Fee including renewals payable to the Stock Exchange(s) on which Units may be listed
- (ix) Non-refundable Annual fee pertaining to the Fund payable to the Commission.
- (x) Taxes, fees, cess, duties if any, applicable to the Fund and on its income, turnover and/or its properties including the Sales Tax levied on Services offered by Asset Management Company (for Management of Fund).
- (xi) Charges and levies of stock exchanges, national clearing and settlement company, Trustee charges.
- (xii) Any amount which the Shariah Advisor may declare to be Haram and to be paid to Approved Charity Institutions.
- (xiii) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.
- ³³(xiv) Fees and expenses related to registrar services, accounting, operation and valuation services related to CIS.
- (xv) Shariah Advisory Fee.
- (xvii) Expenses incurred in connection with selling and marketing expenses subject to such amount and conditions as specified by the Commission; and
- (xviii) Any other expenses as permissible under the Rules and Regulations from time to time and / or permitted by the Commission.
- (XIX) Total Expense ratio: Total Expense ratio shall be capped up to 2.5% of the Net Assets of the Fund in case the management fee is charged and up to 0.5% incase no management fee is charged or any other limit as may be directed by SECP from time to time.

7. TAXATION

7.1 Taxation on the Income of the Fund

7.1.1 Liability for Income Tax

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of the Fund. This section is for advice only and potential investors should consult their tax experts for their liability with respect to taxation on income from investment in the Fund. This part does not cover tax liability of non-Pakistani resident investors with respect to taxes in their own jurisdiction.

Under the Tax Law in Pakistan, the definition of a public company includes a trust formed under any law for the time being in force. The Fund will be regarded as a public company liable to a tax rate applicable to a public company.

33. Substituted, vide 1st Supplement dated September 05, 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;

The income of the Fund will accordingly be taxed at the following rates:

- (i) Dividend income as applicable according to the relevant law;
- (ii) Capital Gains Tax as applicable according to the relevant law
- (iii) Return from all other sources / instruments are taxable at the rate applicable to a public company.

7.1.2 Liability for Income Tax if Ninety Percent of Income is distributed

Notwithstanding the tax rate given above, the income from the Fund will be exempted from tax if not less than 90% of the income for the year as reduced by capital gains whether realized or unrealized is distributed amongst the Unit Holders as dividend.

The Fund will distribute not less than 90% of its income received or derived from sources other than realized / unrealized capital gains as reduced by such expenses as are chargeable to the Fund.

7.2 Withholding tax

Under the provision of Clause 47(B) of part (IV) of second schedule of the income Tax Ordinance 2001, the Fund's income from dividend from term finance certificates, Sukuks, return on deposits with banks/financial institutions, return (Ribba Free) from contracts, securities or instruments of companies, organizations and establishments will not be subject to any withholding tax.

7.3 Zakat on Fund

The Fund is Saheb-e-Nisab under the Zakat and Ushr Ordinance, 1980. The balance in the credit of savings in Islamic Banks account/Islamic Banking Window of Commercial Bank account, or similar account with a bank standing on the first day of Ramzan-ul-Mubarak will be subjected to Zakat deduction @ 2.5%.

7.4 Taxation and Zakat on Unit Holders

7.4.1 Taxation on Income of the Unit Holder from Allocation Plans under the Fund

The following is a brief description of the Income Tax Ordinance, 2001, applicable in respect of Unit Holder of Allocation Plans under the Fund. This section is for advice only and potential investors should consult their tax experts for their liability with respect to taxation on income from investment in the Fund. This part does not cover tax liability of non-Pakistani resident investors with respect to taxes in their own jurisdiction.

7.4.2 Unit Holders of Allocation Plan(s) under the Fund will be subject to applicable Income Tax on dividend income distributed by Allocation Plan(s) (exemption on distribution out of capital gains is limited to those Funds which are Equity or Income Funds and they do not invest in shares).

The tax deducted on dividend will be the final tax (except for companies) and the payer will be required to withhold the amount of tax at source from payment of dividend except payment to the banking companies.

7.4.3 Capital gain arising from sale/redemption of Units of Allocation Plans under the Fund will be subject to tax at the applicable tax rate as mentioned in Income Tax Ordinance 2001.

7.4.4 Unit Holders who are exempt from income tax may obtain exemption certificate from the Commissioner of Income Tax and provide the same to the Management Company and/or Transfer Agent and on the basis of Exemption Certificate income tax will not be withheld.

7.4.5 Tax Credit to Unit Holders Unit Holders 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.

- 7.4.6** Zakat Units held by resident Pakistani Unit Holders shall be subject to Zakat at 2.5% of the value of the Units under Zakat and Ushr Ordinance, 1980, (XVII of 1980), except those exempted under the said Ordinance. Zakat will be deducted at source from the redemption proceeds. Above deduction will not be made if Unit Holder provides declaration in due course of time to the Management Company.

7.5 Disclaimer

The tax and Zakat information given above is based on the Management Company's tax advisor's interpretation of the law which, to the best of the Management Company's understanding, is correct. Investors are expected to seek independent advice so as to determine the tax consequences arising from their investment in the Units of the Fund. Furthermore, tax and Zakat laws, including rates of taxation and of withholding tax, are subject to amendments from time to time. Any such amendments in future shall be deemed to have been incorporated herein.

8. REPORTS TO UNIT HOLDERS

8.1 Account Statement

The Management Company/Transfer Agent may send directly to each Unit Holder an account statement through electronic means each time there is a transaction in the account.

The Management Company/Transfer Agent may provide account balance and/or account activities through electronic mode to Unit Holder, who opted for such service.

The Management Company/ Transfer Agent shall 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.

³⁴Provided that, incase of AIDP the Management Company / Transfer Agent shall send directly to each Unit Holder an account statement each time there is a fresh investment / redemption in the account.

8.2 Financial Reporting

- (a) The Management Company shall prepare and transmit the annual report physically in such form and manner as set out in Regulations as amended or substituted from time to time.
- (b) The Management Company shall prepare and transmit quarterly reports physically (or through electronic means or on the web subject to SECP approval) in such form and manner as set out in Regulations as amended or substituted from time to time.

8.3 Trustee Report

The Trustee shall report to the Unit Holder, to be included in the annual and second quarter Financial Reports issued by the Management Company to the Unit Holders, as to whether in its opinion the Management Company has in all material respects managed the Fund in accordance with the provisions of the Regulations, the Constitutive Documents and if the Management Company has not done so, the respect in which it has not done so and the steps the Trustee has taken in respect thereof.

8.4 Fund Manager Report

The Management Company shall prepare Fund Manager Report each month as per guideline issued by MUFAP and transmit the same to Unit Holders and also make available at their web

³⁴ Inserted, vide 2nd Supplement dated February 14, 2020.

site.

9. WARNING AND DISCLAIMER

9.1 Warning

9.1.1 If you are in any doubt about the contents of this Offering Document, you should consult your bank manager, Legal advisor, Shariah Advisor or other financial advisor. The price of the Units of this Fund and the income of this Fund (from which distributions to Unit Holders is made) may increase or decrease.

9.1.2 Investment in Allocation Plans under this Fund are suitable for investors who have the ability to take the risks associated with financial market investments. Capital invested in the financial markets could in extreme circumstances lose its entire value. The historical performance of this Fund, other Funds managed by the Management Company, the financial markets, or that of any one security or transaction included in the Fund's portfolio will not necessarily indicate future performance.

9.2 Disclaimer

9.2.1 The Units of the Allocation Plans under the Fund are not bank deposits and are neither issued by, insured by, obligation of, nor otherwise supported by SECP, any Government Agency, 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 Pre-IPO Investors or any other bank or financial institution. The portfolio of the Allocation Plan(s) is subject to market risks and risks inherent in all such investments.

9.2.2 Allocation Plans' target return/ dividend range cannot be guaranteed. Allocation Plans' Unit price is neither guaranteed nor administered/ managed; it is based on the NAV that may go up or down depending upon the factors and forces affecting the capital markets and interest rates.

10. GENERAL INFORMATION

10.1 Accounting Period / Financial Year of the Fund

Accounting Period means a period ending on and including an accounting date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding accounting period.

Annual Accounting Period means the period commence on 1st July and shall end on 30th June of the succeeding calendar year.

10.2 Inspection of Constitutive Documents

The copies of constitutive documents, such as the Deed and the Offering Document, can be inspected free of charge at the address given below, however such documents shall also be available on the web site of the Management Company:

Atlas Asset Management Limited

Ground Floor, Federation House,
Shahrae Firdousi, Clifton, Karachi -75600.

Central Depository Company of Pakistan Limited

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

10.3 Transfer of Management Rights of the Fund

The management rights of the Fund may be transferred to another Management Company upon the occurrence of any of the following events in accordance with the procedure laid down in the Regulation, the Deed and the Directive issued by the Commission;-

- (i) The Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;
- (ii) Where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be transferred to another Management Company;
- (iii) If in the opinion of the Commission further management of the Fund by the existing Management Company is detrimental to the interest of the Unit Holders, the Commission may direct the Trustee to transfer the Fund to another Management Company.
- (iv) If the Management Company may retire voluntarily with the prior written consent of the Commission.

10.4 Extinguishment/Revocation of the Fund

The Fund may be extinguished by the occurrence of any of the following events in accordance with the procedure laid down in the Regulation, the Deed and the Directive issued by the Commission;-

- (i) The Fund has reached its maturity date as specified in the Deed and / or the Offering Document;
- (ii) Where the Management Company is unable to remove the suspension of redemption of Units of the Fund within the fifteen business days of suspension and the Unit Holders representing at least three fourth in value of total outstanding Units of the concerned scheme pass a resolution or have given consent in writing that the scheme be revoked;
- (iii) Where the Management Company goes into liquidation, becomes bankrupt or has a liquidator appointed over its assets, or its license has been cancelled or does not hold valid license;
- (iv) In the opinion of the Management Company the scheme is not commercially viable or purpose of the scheme cannot be accomplished subject to the consent of Trustee;
- (v) The Management Company subject to regulatory approval, may announce winding up of the Trust in the event redemption requests build up to a level where the Management Company is of the view that the disposal of the Trust Property to meet such redemptions would jeopardize the interests of the remaining Unit Holder(s) and that it would be in the best interest of all the Unit Holder(s) that the Trust be wound up.
- (vi) On occurrence of any event or circumstances which, in the opinion of the Trustee, requires the Fund to be revoked; and
- (vii) Where the Commission deems it necessary to revoke the Fund so directs either Trustee or the Management Company in the interest of Unit Holders;

10.5 Procedure and manner of Revocation of the Fund

Revocation of the Fund shall be done in accordance with the procedures and in the manner as mentioned in the Regulations or through Circulars / Guidelines issued by the SECP from time to time.

10.6 Distribution of proceeds on Revocation

In case of Revocation of the Fund, the Trustee shall according to the procedure laid down in the Regulations, refund the net proceeds to the Unit Holders in proportion to the number of units held by them.

11. GLOSSARY

Unless the context requires otherwise the following words or expressions shall have the meaning respectively assigned to them:

“Accounting Date” 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.

“Account Opening / Investment Account Opening Form” means standardized form prescribed by the Management Company to be duly filled by the investors at the time of opening an account with the Fund.

“Accounting Period” means a period ending on and including an accounting date and commencing (in case of the first such period) on the date on which the Trust Property is first paid or transferred to the Trustee and (in any other case) from the next day of the preceding accounting period.

“Act” means the Companies Act, 2017.

“Allocation Plans” means approved allocation plan(s) offered under the Scheme. Each Allocation Plan shall invest only in permissible Collective Investment Schemes and / or other instruments as approved by the Commission. Details of the Allocation Plan(s) shall be disclosed in this Offering Document (Clause 2.2.2).

“Annual Accounting Period” or “Financial Year” means the period commence on 1st July and shall end on 30th June of the succeeding calendar year.

“Asset Management Company” means an asset Management Company as defined in the Rules and Regulations.

“Auditor” means the Auditor of the Trust appointed by the Management Company, with the consent of the Trustee, as per the Regulations.

“Authorized Branches” means those Branches of Distributors or Distribution Companies which are allowed by the Management Company to deal in Units of the Funds managed by the Management Company.

“Authorized Broker” means those Brokers which are authorized to deal in Government Securities.

“Authorized Investments”

Authorized Investments are those as defined in the clause 2. 3 of this Offering Document

“Bank” means institution(s) providing banking services under the Banking Companies Ordinance, 1962, or any other regulation in force for the time being in Pakistan, or if operating outside Pakistan, under the banking laws of the jurisdiction of its operation outside Pakistan.

“Bank Accounts” means those account(s) opened and maintained for the Fund and / or the Allocation Plan(s) by the Trustee at the instruction of the Management Company at Banks,

the beneficial ownerships in which shall vest in the Unit Holder(s).

“Back-end Load” means the charge deducted 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 specified in this document. The back end load shall form a part of Fund’s Property.

“Bond Event” means a trigger point, whereby allocation plan's Net Assets is about to hit or actually hits the Bond Floor, which if reached will cause the allocation plan's Net Assets to be invested hundred percent (100%) in Fixed Income Component till the remaining Initial Maturity of the allocation plan. From thereon, there shall be no further exposure in the Equity Component of the allocation plan.

“Bond Floor” means the present value of the Initial allocation plan size (adjusted for redemptions, if any, during the term of the allocation plan and inclusive of any (Front-end Load). It can be defined as the minimum value the allocation plan should have on a given day, to be able to provide capital preservation of the Initial Investment Value, if investments are held till completion of the duration of allocation plan. The Bond Floor value shall be calculated using yield of any authorized investment(s) from the Fixed Income Component of the allocation plan, that potentially yields a return higher than or at least equal to the yield required to provide capital preservation to the Unit Holders, subject to completion of the Initial Maturity of allocation plan.

“Broker” means any person engaged in the business of effecting transactions in securities for the account of others.

“Business Day” ³⁵ [means a day, from Monday to Friday, on which Banks and Stock Exchanges are open for business in Pakistan].

“Certificate” means the definitive certificate acknowledging the number of Units registered in the name of the Unit Holder issued at the request of the Unit Holder pursuant to the provisions of the Trust Deed.

“CIS” / “Collective Investment Scheme(s)” means Open-ended Scheme(s) managed by the Management Company and / or by other Asset Management Companies (both local and international).

“Connected Person” shall have the same meaning as assigned in the Rules and Regulations.

“Constitutive Documents” means the Trust Deed or such other documents as defined in the Regulations.

“CPPI Methodology” is an internationally recognized, dynamic asset allocation methodology comprising of a versatile and flexible framework that allocates the allocation plan's Net Assets between Equity and Debt instruments in a way that the exposure to equity is increased as allocation plan's Net Assets increases and reduced as allocation plan's Net Assets declines, while simultaneously aiming to provide capital preservation at completion of the duration of the allocation plan.

“Custodian” means a Bank, a Depository or an Investment Finance Company licensed under the Regulations, which may be appointed by the Trustee in consultation with 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.

³⁵ Substituted, vide 6th Supplement dated April 14, 2022, means any day on which scheduled banks/stock exchanges are open for business in Pakistan

“Cut-Off Time” / “Business Hours” means the day time for dealing in Units of the Fund. The current Cut-Off Timing/Business Hours are mentioned in Annexure “B” of this Offering Document.

“Dealing Day” means every Business Day from Monday to Friday of every week. Units will be available for dealing (purchase, redemption, transfer, switching etc.) on Dealing Days during Cut-off Time. Provided that the Management Company may with the prior written consent of the Trustee and upon giving not less than seven days’ notice in two widely circulated English or Urdu newspapers in Pakistan declare any particular Business Day(s) not to be a Dealing Day(s).

“Distribution Account” means the Bank Account (which may be a current, saving or deposit account) maintained separately for each Allocation Plan by the Trustee with a Bank as directed by the Management Company in which the amount required for distribution of income to the Unit Holder(s) of the pertinent Allocation Plans shall be transferred. Income or profit, if any, including those accruing on unclaimed dividends, in this account shall be transferred to the main account of the respective Allocation Plan from time to time, as part of the Trust Property of the pertinent Allocation Plan for the benefit of the Unit Holder(s) of that Allocation Plan.

“Distributor” means a person who performs distribution function for Collective Investment Scheme. The Management Company may itself also performs the Distribution Function.

“Distribution Function” means the functions with regard to:

- a. receiving applications for issue of Units together with the aggregate Offer Price for Units applied for by the applicants;
- b. issuing receipts in respect of (a) above;
- c. interfacing with and providing services to the Holders including receiving redemption/transfer applications, conversion notices and applications for change of address or issue of duplicate Certificates for immediate transmission to the Management Company or the Transfer Agent as appropriate;
- d. accounting to the Management Company for all: (i) payment instruments received from the applicants for issuance of Units; (ii) payments instruments to the Holders on redemption of Units; and (iii) expenses incurred in relation to the Distribution Function.
- e. the above functions may be performed electronically, if appropriate systems are in place.

“Duties and Charges” means in relation to any particular transaction or dealing all stamp and other duties, taxes, Government charges, bank charges, transfer fees, registration fees and other duties and charges in connection with the increase or decrease of the Trust Property or the creation, issue, sale, transfer, redemption or purchase of Units or the sale or purchase of Investment 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 Company or any Commission payable to agents on sales and redemption of Units or any Commission charges or costs which may have been taken into account in ascertaining the Net Asset Value.

“Exposure” shall have same meanings as provided in the Regulations.

“Federal Government” means the Federal Government of Islamic Republic of Pakistan.

“Financial Institution” means a Bank, Development Finance Institution, Non-Banking Finance Company, Modaraba or an institution registered under relevant laws to provide financial services within or outside Pakistan.

“Financial Sector” shall comprise of the savings and term deposits / certificates/ securities/ instruments issued by the entities of Banking Sector, Financial Services Sector, Life Insurance Sector and Non- Life Insurance Sector as classified by Karachi Stock Exchange and DFIs.

“Force Majeure” means any occurrence or circumstance or element which delays or prevents performance of any of the terms and conditions of this Deed or any obligations of the Management Company or the Trustee and shall include but not limited to any circumstance or element that cannot be reasonably controlled, predicted, avoided or overcome by any party hereto and which occurs after the execution of this Deed and makes the performance of the Deed in whole or in part impossible or impracticable or delays the performance, including but not limited to any situation where performance is impossible without unreasonable expenditure. Such circumstances include but are not limited to floods, fires, droughts, typhoons, earthquakes and other acts of God and other unavoidable or unpredictable elements beyond reasonable control, such as war (declared or undeclared), insurrection, civil war, acts of terrorism, accidents, strikes, riots, turmoil, civil commotion, any act or omission of a governmental authority, failure of communication system, hacking of computer system and transmissions by unscrupulous persons, closure of stock exchanges, banks or financial institutions, freezing of economic activities and other macro-economic factors, etc.

“Formation Cost” means preliminary expenses relating to regulatory and registration fees of the Scheme, flotation expenses of the Scheme, expenses relating to authorization of the Scheme, execution and registration of the Constitutive Documents, legal costs, printing, circulation and publication of this Offering Document, announcements describing the Scheme and all other expenses incurred until the end of the Initial Period.

“Front-end Load” means the Sales load which may be included in the offering price of the Units; provided however that different levels of Front-end Load may be applied to different investors, as determined by the Management Company. However aggregate of Front-end Load and Back-end Load should not exceed 3% of Net Asset Value.

“Fund” means “Atlas Islamic Fund of Funds”, or “AIFO”, or “Scheme”, or “Trust”, or “Unit Trust”.

“Government Securities” includes monetary obligations of the Government or a Provincial Government or a corporation wholly owned or controlled, directly or indirectly, by the Federal Government or a Provincial Government and guaranteed by the Federal Government and any other security as the Federal Government may, by notification in the official Gazette, declare, to the extent determined from time to time, to be a Government Security.

“Holder or Unit Holder” means the investor 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.

“Initial Maturity” means thirty months (2.5 years) from the commencement of the life Atlas Islamic Atlas Islamic Capital Preservation Plan.

“Initial Period” or **“Initial Offering Period”** means a period determined by the Management Company during which Units will be offered as mentioned in Clause 1.9 of this Offering Document.

“Initial Price” or **“Initial Offer”** means the price per Unit on the first day of initial period determined by the Management Company.

“Investment” means any Authorized Investment forming part of the Trust Property.

“Investment Facilitators/Advisors” 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 out

of the Front-end Load collected by it in the Offer Price and /or Management Fee.

“Investment Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to purchase Units and will be stated in this Offering Document.

“Local Governments” mean all the local / city governments in Pakistan.

“Multiplier” is a measure of risk applied to the Plan’s Net Assets, to determine the amount of Net Assets to be allocated to the Equity Component. A higher Multiplier means greater allocation to Equity Component; whereas a lower Multiplier means greater allocation to the Income Component. The Multiplier value usually ranges from (1) one to (5) five. The Management Company may, at its discretion, change the Multiplier from time to time, based on the market conditions, subject to the maximum multiplier allowed by SEC .

“Net Assets of the Allocation Plan”, means, the excess of assets over liabilities of the pertinent Allocation Plan being offered under the Fund, such excess being calculated in accordance with the Regulations.

“Net Assets of the Scheme”, means, the excess of assets over liabilities of all Allocation Plans combined together, such excess being calculated in accordance with the Regulations.

“Net Asset Value” or “NAV” of the Allocation Plan means per Unit value of the pertinent Allocation Plan(s) being offered under the Fund arrived at by dividing the Net Assets of the Allocation Plan(s) by the number of Units outstanding for such Allocation Plan(s). The NAV of each Allocation Plan shall be announced on each Dealing Day as per the directions of the Commission from time to time.

“Offer Price or Purchase Price” means the sum to be paid by the investor for purchase of one Unit of an Allocation Plan, such price to be determined pursuant to this document.

“Offering Document” means the prospectus or other document (issued by the Management Company with written consent of the Trustee and approved by the Commission) which contains the investments and distribution policy, unit structure(s) and all other information in respect of the Unit Trust, as required by the Rules and Regulations and is circulated to invite offers by the public to invest in the Scheme.

“Online” means transactions through electronic data-interchange whether real time transactions or otherwise, which may be through the internet, intranet networks and the like.

“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.

“Par Value” means the face value of Rs.500 for a Unit of Allocation Plan under the Fund.

“Personal Law” means the law of inheritance and succession as applicable to the individual Unit Holder.

“Pledge Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to Pledge his/her Units and will be stated in this Offering Document.

“Profit Distribution Date” means the date on which the Management Company decides to distribute the profits (if any).

“Provincial Governments” mean the Provincial Governments of all four provinces of Pakistan.

“Redemption Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to redeem Units and will be stated in this Offering Document.

“Redemption Price or Repurchase Price” means the amount to be paid to the relevant Holder of a Unit of an Allocation Plan upon redemption of that Unit, such amount to be determined pursuant to this document.

“Register Function” means the functions with regard to:

- a. Maintaining the Register, including keeping a record of change of addresses/other particulars of the Holders;
- b. Issuing account statements to the Holders;
- c. Issuing Certificate, including Certificates in lieu of undistributed income to Holders;
- d. Cancelling old Certificates on redemption or replacement thereof;
- e. Processing of applications for issue, redemption, transfer and transmission of Units, recording of pledges, liens and changes in the data with regard to the Holders;
- f. Issuing and dispatching of Certificates;
- g. Dispatching income distribution warrants, and bank transfer intimation and distributing bonus Units or partly both and allocating Units to Holders on re-investment of dividends;
- h. Receiving applications for redemption and transfer/transmission of Units directly from Holder or legal representatives or through Distributor;
- i. Maintaining record of lien/pledge/charge; and
- j. Keeping record of change of addresses/other particulars of the Holders.

“Rules” mean Non-Banking Finance Companies (Establishment and Regulation) Rules 2003 as amended from time to time.

“Regulations” mean Non-Banking Finance Companies and Notified Entities Regulations, 2008 and the Schedules and Forms attached to it as amended/replaced from time to time.

“Sales Load” mean Front end load and Back end load and any processing charges or Commission (excluding Duties and Charges) not exceeding three percent of NAV of Allocation Plan or as may be allowed under the Regulations, which may be included in the offer price of all or certain class of Units or deducted from the NAV of Allocation Plan in order to determine the Redemption Price of certain classes of Units.

“SECP” or “Commission” means Securities and Exchange Commission of Pakistan established under Securities and Exchange Commission of Pakistan Act, 1997 and shall include its successor.

“Special Instruction Form” means a standardized form prescribed by the Management Company to be duly filled by the investor to change his/her particulars and will be stated in this Offering Document.

“Sukuk” means a type of Islamic bond that is backed by assets of the issuer that earn profit or rent.

“Transaction Costs” means the costs incurred or estimated by the Management Company to cover the costs (such as, but not restricted to, brokerage, Trustee charges, taxes or levies on transactions, etc.) related to the investing or disinvesting activity of the Trust’s portfolio, inter alia, necessitated by creation or cancellation of Units. Such costs may be added to the NAV of the Allocation Plans to which the costs may be applicable for determining the Purchase (Offer) Price of such Units or to be deducted from the NAV of the said Allocation Plan to which the costs may be applicable in determining the Repurchase (Redemption) Price.

“Transfer Agent” means a company including a Bank that the Management Company shall appoint for performing the Registrar Functions. The Management Company may itself perform the Registrar Function.

“Transfer Form” means a standardized form prescribed by the Management Company to be duly filed by the investor to transfer Units and will be stated in this Offering Document.

“Trust Deed” or “Deed” means the Trust Deed of the Fund executed between the Management Company and the Trustee along with all the exhibits appended hereto.

“Trust” or “Unit Trust” or “Fund” or “Scheme” means the Unit Trust constituted by the Trust Deed for continuous offers for sale of Units.

Words and expressions used but not defined herein shall have the meanings assigned to them in the Act and Rules and Regulations, words importing persons include corporations, words importing the masculine gender include the feminine gender, words importing singular include plural and words “written” or “in writing” include printing, engraving lithography, or other means of visible reproduction. The headings and table of contents are for convenience only and shall not affect the construction of the Trust Deed.

ANNEXURE 'A'**TARIFF STRUCTURE FOR FUND OF FUNDS OPEN END SCHEMES**

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

Trustee Fee subject to review by either party. However any upward revision shall require prior approval of SECP.

³⁶

TARIFF	
0.070% per annum of Net Assets	

³⁷ Note: The given tariff shall only be applied if the Fund has the objective to invest in other collective investment schemes being managed by the same AMC and under CDC's trusteeship. Otherwise, the below mentioned tariff Structure shall be applied:

Net Assets (Rs.)	Tariff
Up to 1 billion	0.20% p.a. of Net Assets
Over 1 billion	Rs.2.0 million plus 0.10% p.a. of Net Assets, on amount exceeding Rs.1 billion.

Trustee Fee subject to review by either party. However any upward revision shall require prior approval of SECP.

³⁶ Substituted, vide 1st Supplement dated September 05, 2019, for per annum trustee tariff.

Net Assets (Rupees)	Tariff
Up to 1 billion	Rs. 0.10% per annum
Over 1 billion	Rs. 1.0 million plus 0.075% p.a. of Net Assets exceeding Rs. 1 billion.

³⁷ Inserted, vide 2nd Supplement dated February 14, 2020.

ANNEXURE 'B'**Fee Structure of the Allocation Plans****³⁸Management Fee:**

No Management fee in case of investment is made in Collective Investment Scheme (CIS). However, the AAML shall be entitled to an accrued remuneration equal to an amount not exceeding 1.0% of average Annual Net Assets, within allowed expense ratio limit in case investment is made in Cash/ Near Cash instruments, savings and term deposits made with Islamic banks or Islamic banking windows of commercial banks.

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

*Front-end Load	³⁹ Nil
Back-end Load	2.5% **

**Backend Load shall be charged to the CPPI base plan. The Load shall be charged in case redemption from the fund is made before the stated maturity/duration of the CPPI Plan(s).

Cut-Off Timings:**a) Cut-off timings for receiving applications for redemption:**

Every Dealing Day- 9:00 a.m. to 4:00 p.m.

Note: Any change in the Cut-Off Timings/Business Hours including for the month of Ramadan shall be notified to investors/Unit-Holders via the Company's website.

³⁸ Substituted, vide 2nd Supplement dated February 14, 2020.

³⁹ Substituted vide 5th supplemental dated November 12, 2021.

ANNEXURE "C"

AUTHORIZED TRANSACTION LOCATIONS & LIST OF DISTRIBUTORS

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 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

Lahore Office

C/o. Atlas Battery Ltd.
Building 64/1, Block-XX,
Khayaban-e-Iqbal, DHA, Lahore.
Cell: 0321-4181292

Rawalpindi Office

C/o. Atlas Honda Limited,
Ground Floor, Islamabad Corporate Center,
Golra Road, Rawalpindi.
Ph: (92-51) 5856411

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

Faisalabad Office

C/o. Atlas Honda Ltd,
Customer Care Centre,
1st Floor, Meezan Executive Tower,
4-Liaqat Road, Faisalabad.
Ph: (92-41) 2541013

LIST OF DISTRIBUTORS available on AAML website.

ANNEXURE "D"

FORMS

All Forms are available on Management Company Website at www.atlasfunds.com.pk

