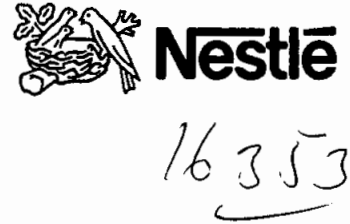


Nestlé Pakistan Ltd.

308-Upper Mall,
P.O. Box: 874
LAHORE-PAKISTAN

TEL : (92-42) 111-637-853
FAX : (92-42) 35789303



**BEFORE THE NATIONAL ELECTRIC POWER REGULATORY
AUTHORITY**

APPLICATION FOR SEEKING GENERATION LICENSEE

ON BEHALF OF

NESTLE PAKISTAN LIMITED

**FOR CAPTIVE GENERATION PLANT AT KABIRWALA
FACTORY**

Dated: 02-11-2020

Submitted By:

Applicant	Legal Consultants
Nestle Pakistan Limited 308-Upper Mall, P.O. Box: 874 LAHORE-PAKISTAN TEL : (92-42) 111-637-853 FAX : (92-42) 35789303	Saqlain & Husnain Advocates & Corporate Counsels 65/3 FCC Gulberg IV, Lahore. 0423-5752306 www.snhlawfirm.com

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The Registrar,
National Electric Power Regulatory Authority
NEPRA Tower, Attaturk Avenue (East),
Sector G — 5/ 1, Islamabad.

Subject: **APPLICATION FOR A GENERATION LICENSE**

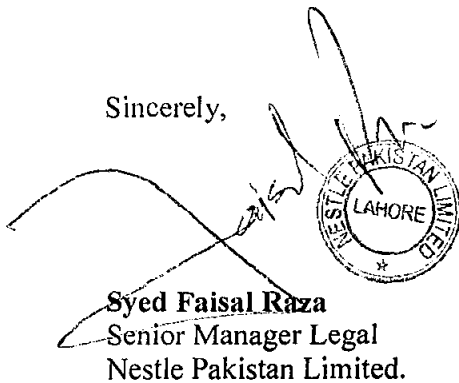
Dear Sir,

I, Syed Faisal Raza son of Mr. Ali Raza, Senior Manager Legal Nestle Pakistan Limited, hereby apply to the National Electric Power Regulatory Authority for the grant of a Generation License to the Nestle Pakistan Limited pursuant to section 14B of the Regulation of Generation, Transmission and Distribution of Electric Power Act 1997.

I, certify that the documents-in-support attached with this application are prepared and submitted in conformity with the provisions of the National Electric Power Regulatory Authority Licensing (Application and Modification Procedure) Regulations, 1999, and undertake to abide by the terms and provisions of the above-said regulations further undertake and confirm that the information provided in the attached documents-in-support is true and correct to the best of my knowledge and belief.

A Pay Order No. 24001115 dated 21-10-2020 amounting PKR- 280416/- (Rupee Two Hundred Eighty Thousand Four Hundred Sixteen Only) being the non-refundable license application fee calculated in accordance with Schedule II to the National Electric Power Regulation Authority Licensing (Application and Modification Procedure) Regulations, 1999, is also attached herewith.

Sincerely,


Syed Faisal Raza
Senior Manager Legal
Nestle Pakistan Limited.



Check List for Examination of License Application

Captive Power Plants {Regulation 3(5)-A}

Name of Company: NESTLE Pakistan Limited

Capacity: 12.5 MW

Regulation #	Information/Documents Required	Information/Documents Submitted
3(1)	Authorization from Board Resolution / Power of Attorney	Attached as Annexure-I and Annexure-II, respectively.
3(1)	Objective for Seeking License	Attached as Annexure-III.
3(3)	Application fee (including Indexation)	Attached as Annexure -IV.
3(4)	Three copies of Application	YES
3(5)-A(i)	Certificate of incorporation (certified by SECP)	Attached as Annexure -V.
3(5)-A(ii)	Memorandum and articles of association (certified by SECP)	Attached as Annexure -VI and Annexure-VII, respectively.
3(5)-A(iii)	Latest financial statements	Attached as Annexure-VIII.
3(5)-A(iv)	Location maps, site maps, land	See Schedule-I.
3(5)-A(v)	Type of Technology	Wartsila: Dual fuel (HFO/HSD) power generation Caterpillar: HSD based power generation
3(5)-A(vi)	No. of Units / Size MW	Wartsila: 1 unit/6.7MW Caterpillar: 4 units Standby: 3x1.8MW each Emergency: 1x0.4MW
3(5)-A(vii)	Year Make/Model, Operation date and expected remaining life.	Wartsila: 2006/W16V32, 2006, 11 years Caterpillar: Standby:2010/3516 BHD 42,000 to 62,000 running hours Emergency: 2007/550/ 49,000 hours

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3(5)-A(viii)	Installed capacity, de-rated capacity, Aux. Consumption, Net Capacity.	Wartsila: 6.7MW, 6.2MW, 0.2MW, 6.0MW Caterpillar: Standby: 1.8MW, 1.5MW, 0MW, 1.5MW Emergency: 0.4MW, 0.38MW, 0.35MW
3(5)-A(ix)	Fuel (oil/gas): type, imported/indigenous, supplier, logistics, pipelines etc. In case of Gas fuel, a Gas Sale Agreement (GSA) signed between applicant and Gas Supplier.	Oil(HFO/HSD), Indigenous, fuel supply tankers, fuel storage tanks.
3(5)-A(x)	Supply Voltage (11kV/132kV). In case of 132 KV voltage distance and name of nearest grid (single line diagram).	11kV
3(5)-A(xi)	Plant characteristics: generation voltage, power factor, frequency, automatic generation control, ramping rate, alternative fuel, time(s) required to synchronize to grid.	Voltage: 11kV Power Factor: 0.8 Generation Control: PLC based automatic control system Ramping Rate: Running feedback comes at 300 RPM and excitation is on at 540 RPM Alternative Fuel: Wartsila (HSD) Caterpillar (No alternative only HSD) Synchronization option not applicable
3(5)-A(xii)	Provision of metering, instrumentation protection and control arrangement.	Metering and protection relays are installed at medium voltage electrical panel
3(5)-A(xiii)	Efficiency Parameters (i) Designed Efficiency of power plant % As per below (ii) Gross Efficiency of power plant at Mean Site Conditions % (iii) Net Efficiency of power plant at Mean Site Conditions %	As per below
	Environment Impact Assessment Report	Annexure-IX

Nestlé Pakistan Ltd.



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Parameter	Design Efficiency	Gross Efficiency	Net Efficiency
Genset Efficiency (Wartsila)	44 %	67%	65%
Genset Efficiency (Caterpillar)	43 %	43%	43%

Nestlé Pakistan Ltd.

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04 December 2020

The Registrar,
National Electric Power Regulatory Authority
NEPRA Tower, Attaturk Avenue (East),
Sector G — 5/ 1, Islamabad.

Subject: **APPLICATION FOR A GENERATION LICENSE FOR CAPTIVE
GENERATION PLANT AT KABIRWALA FACTORY**

Dear Sir,

This is in furtherance to our subject Application for generation licence to clarify about interconnection arrangement submitted along with the Application of Nestle Pakistan Limited.

In this regard it is submitted that we have no immediate plan to supply electrify to the host Distribution Company. Currently NESTLE Pakistan Limited is planning to supply power to the Bulk Power Consumers located nearby to Kabirwala Factory.

It is further submitted that NESTLE Pakistan Limited will comply with all legal and regulatory requirements for supply of power to the consumers.

SAQLAIN & HUSNAIN
ADVOCATES & CORPORATE COUSELS
65/3 FCC, GULBERG IV, LAHORE.

Nestlé Pakistan Ltd.

308-Upper Mall,
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16 November 2020

The Registrar,
National Electric Power Regulatory Authority
NEPRA Tower, Attaturk Avenue (East),
Sector G — 5/ 1, Islamabad.

Subject: **APPLICATION FOR A GENERATION LICENSE FOR CAPTIVE
GENERATION PLANT AT KABIRWALA FACTORY**

Dear Sir,

This is in furtherance to our subject Application for generation licence to clarify about authorization of Nestle Pakistan Limited to seek generation licence for supply of electricity. In this regard you are requested to refer to Clause III-14 of Memorandum of Association of Nestle Pakistan Limited which provides as under:

"To apply for,... or otherwise acquire any... licenses,... which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the company and to use, exercise, develop or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired".

Please also note that as per Section 41 of the Companies Act, 2017 the Memorandum of Association should be in accordance with the Table B of First Schedule. Article 3(ii) of which states as follows:

*"Except for the businesses mentioned in sub-clause (iii) hereunder, **the company shall engage in all the lawful businesses** and shall be authorized to take all necessary steps and actions in connection therewith and ancillary thereto."*

In view of the foregoing Clause and section 41 of the Companies Act, 2017, all companies are eligible to engage in any lawful business without there being any need to have a specific clause in the Memorandum of Association.

Certified copies of Certificate of Incorporation and MOA/AOA are enclosed herewith.

SAQLAIN & HUSNAIN
ADVOCATES & CORPORATE COUSELS
65/3 FCC, GULBERG IV. LAHORE.



October 24, 2019

AUTHORITY LETTER

Pursuant to the powers delegated by the board in its 130th Board of Directors Meeting held on 16th October, 2015 to the Chief Executive to sub-delegate his powers to engage in legal proceedings for the purposes mentioned therein.

The undersigned hereby authorizes Mr. Ali Sadozai S/o Mr. S. M. Shuja Sadozai resident of House No. 247, Street No. 4, Sector CC, DHA, Lahore, holder of CNIC # 42301-7322431-5, working as a General Counsel/ Company Secretary and Syed Faisal Raza S/o Ali Raza resident of 451-H3, Johar Town, Lahore, holder of CNIC # 35202-1964740-5, working as a Senior Manager Legal Affairs, individually and/or jointly to do all acts as mentioned in the abovementioned Board Resolution (attached herewith) for on behalf of the M/s Nestlé Pakistan Ltd. Lahore ("Company") having our registered office at 308 – Upper Mall, Lahore, by way of appointing lawyer(s) and / attorney(s) and / witness(es) to represent the company to do the followings:

1. To sign, institute, file Wakalatnamas, writ petitions, applications, replies, notices, complaints, written statements, all types of legal and related documents, etc.
2. To produce, present or submit evidence, documents, oral & written statements & affidavits, etc.
3. Represent Company before any Court of Law (including but not limited to all Provincial High Courts, Islamabad/ Federal High Court, Supreme Court of Pakistan, Civil, Criminal, Labor, NIRC, NIRC Trade Registrar, Banking Courts, all appropriate courts/ benches under Company Law & Criminal Courts), Local Courts, Districts & Session Courts, Magistrates, Government Departments (Federal, Provincial or Local or District), Tribunals, etc.

For & on behalf of Nestlé Pakistan Limited

Samer Chedid



Chief Executive Officer

Nestlé Pakistan Ltd.



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LAHORE-PAKISTAN


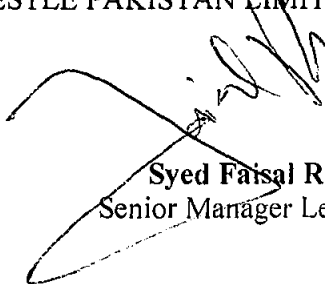
TEL : (92-42) 111-637-853
FAX : (92-42) 35789303

POWER OF ATTORNEY

We, NESTLE PAKISTAN LIMITED (the "Company"), hereby appoint M/s Saqlain & Husnain Advocates and Corporate Counsels to appear and act for us as our advocates in connection with the Licensee Application (the "Application") filed in respect of seeking Generation License under NEPRA laws with the National Electric Power Regulatory Authority (NEPRA).

I/We also authorize the said Advocate or any one of them to do all acts and things necessary for the processing, completion and finalization of the Petition with NEPRA.

For and on behalf of
NESTLE PAKISTAN LIMITED



Syed Faisal Raza
Senior Manager Legal

ACCEPTED

Saqlain & Husnain
SAQLAIN & HUSNAIN
ADVOCATES & CORPORATE COUSELS
65/3 FCC, GULBERG IV
LAHORE.

ANNEX III

Objective for Seeking License

INTRODUCTION

Nestlé Pakistan is the global ideology of Nutrition, Health and Wellness is inspired by the scientific breakthrough of our founder, Henri Nestlé and ever since it runs in our DNA ever since. Guided by our values and with nutrition at our core, we enhance quality of life and contribute to a healthier future. We are the leading Food & Beverages Company in Pakistan, reaching out to the remotest areas, offering products and services for all stages of life, every moment of the day.

Nestlé Pakistan is headquartered in Lahore, with four production facilities across the country. Factories in Sheikhpura and Kabirwala are multi-product, whereas the ones in Islamabad and Karachi are water factories.

Nestlé Pakistan Ltd. is a subsidiary of Nestlé S.A., a company based in Vevey, Switzerland. Today, millions of consumers across Pakistan mirror our emphasis on nutrition, realizing that food choices impact their health and quality of life. Our food processing company has been operating in Pakistan since 1988 under a joint venture with Milk Pak Ltd, whose management we took over in 1992. For the last several years, Nestlé Pakistan has been consistently placed among the top companies of the Pakistan Stock Exchange.

OBJECTIVE FOR APPLICATION OF LICENCE FOR CAPTIVE POWER PLANT AND ENVIRONMENTAL IMPACT ASSESMENT REPORT

It is submitted that Regulation 2 (k) of National Electric Power Regulatory Authority Licensing (Application & Modification Procedure) Regulations, 1999 ("the Regulations") defines the term "Captive Power Plant" which means Industrial undertakings or other businesses carrying out the activity of power production for self-consumption, who intend to sell the power, surplus to their requirement, to a Distribution Company or bulk-power consumer.

Nestlé Pakistan Ltd.



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It is submitted that Generation Facility of Nestle Pakistan Limited at Nestle Kabirwala Factory has a generation capacity of 12.5 MW from which the Factory Load Factor is 6.2 MW. Nestle Pakistan Limited power plant has a surplus capacity of almost 6 MW which it is proposing to supply to host Distribution Company or a Bulk Power Consumer/s under NEPRA regulatory regime. Nestle Pakistan Limited will abide by all the regulatory requirements of NEPRA in case of entering power purchase agreement with the host DISCO or a BPC.

It is further submitted that Nestle Pakistan Limited has installed a state of the art and efficient generation facility and also complying with all requirements of Environment Protection Department and relevant laws. We have also enclosed the **Environmental Impact Assessment Report** of the power plant as per requirement of the honorable Authority for consideration.

In view of above it is requested that the application for generation licence of Nestle Pakistan Limited may very kindly be processed and placed before the Authority for admission.

We further requests the honorable Authority to kindly grant the Generation License for 12.5 Captive Power Plant of Nestle Pakistan Limited located at Nestle Kabirwala Factory. In case any further document/information is required then it is requested that same may kindly be communicated to us.

SAQLAIN & HUSNAIN
Advocates & Corporate Counsels
65/3 FCC Gulberg IV, Lahore.
0423-5752306
www.snhlawfirm.com



[See regulation 6(a)]

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

[Under section 40 of the Companies Ordinance, 1984 (XLVII of 1984)]

Company Registration No. L - 118 / 1978-79

I hereby certify that pursuant to the provisions of section 38 or section 39 of the Companies Ordinance, 1984 (XLVII of 1984), the name of

NESTLE MILKPAK LIMITED

has been changed to

NESTLE PAKISTAN LIMITED

and that the said company has been duly incorporated as a company limited by shares under the provisions of the said Ordinance.

This change is subject to the condition that for period of ~~one year~~ from the date of issue of this certificate, the company shall continue to mention its former name along with its new name on the outside of every office or place in which its business is carried on and in every document or notice referred to in clauses (a) and (c) of section 143.

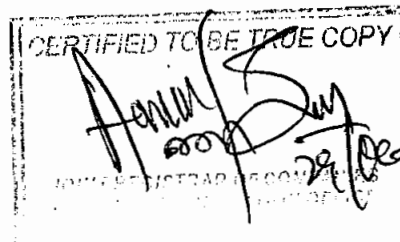
Given under my hand at Lahore this **26th** day of May, two thousand five.

Fee Rs. 200/-



A. Z. Bannai
(AHMAD MUZAMMIL)
Additional Registrar of Companies

No. JRL-26185
Dated - 27-5-05



THE COMPANIES ORDINANCE 1984

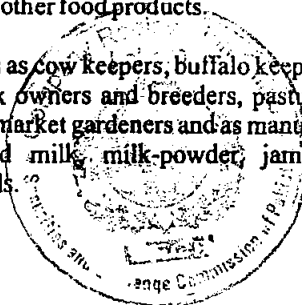
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

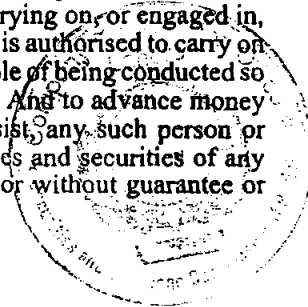
OF

Nestle Pakistan Limited

- I. The name of the Company is Nestlé Pakistan Ltd.
- II. The Registered Office of the Company shall be situated in the province of Punjab.
- III. The objects for which the Company is established are to undertake in and outside Pakistan all or any of the following:
 1. To acquire, process, package, sell, import, export and otherwise deal in and to in any way carry on the business of milk and all types of dairy products, meat, live cattle and sheep, live-stock farming, fish farming, poultry, eggs and in all branches of such respective trades or business.
 2. To carry on the business of processing, packing, canning, preserving, deep freezing, and cold storage of all kinds of milk, dairy products, meat, fish, prawns, shrimps, fruits, vegetables, grains, seeds and other allied products.
 3. To acquire, sell and otherwise deal in any and all types of cattle ranches and sheep farms and to carry on the trades or businesses of cattle rearing, sheep farming, fellmongering, tanning, warehousing, preserved meat manufacturing, and to deal in any and all ways in hides, fat, tallow, grease, offal, and other animal products.
 4. To acquire, sell, erect and build, and otherwise deal in abattoirs, feeding houses, warehouses, sheds and other buildings, necessary or expedient for the purposes of the Company.
 5. To carry on the business as manufacturers, producers, distributors, sellers, buyers, importers and exporters of all types of dairy, infant nutrition, clinical nutrition, performance nutrition, cereals, coffee, tea, cocoa based, culinary, beverages, juices, confectionery, aerated, mineral and bottled drinking water, ice cream and other food products.
 6. To carry on business as cow keepers, buffalo keepers, goat keepers, farmers, sheep farmers, stock owners and breeders, pasturers, graziers, preservers, tanners, millers and market gardeners and as manufacturers and dealers of all kinds of condensed milk, milk-powder, jam, pickles and preserved provisions of all kinds.



7. To purchase, charter, hire, or otherwise acquire, steam and other ships or vessels or air planes and to employ the same in the conveyance of passengers, mails and merchandise of all kinds, and to carry on the business of shipowners, barge owners and lightermen in all its branches.
8. To carry on all or any of the business of importers, exporters, refrigerators, shipowners, shipbuilders, caterers of ship or other vessels, warehousemen, merchants, ship and insurance brokers, carriers, forwarding agents, wharfingers, packers of provisions of all kinds, quarry owners, brickmakers, carpenters and mechanical engineers.
9. To manufacture, purchase, import, export, store, warehouse, process, sell and generally to deal in all materials, articles, substances and things required for or incidental to the manufacture, preparation, adaptation, treatment, use or working of the foregoing or the packing, storing or otherwise dispose of all or any of the same as may be thought desirable.
10. To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
11. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business, which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.
12. To establish laboratories, research and development centres to perform such research and development as the Company may deem advisable or feasible.
13. To train personnel and workers, both in Pakistan and abroad, to obtain technical proficiency in various specialities connected with the food processing, freezing or other business of the Company.
14. To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
15. To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, with any person or company local or foreign carrying on, or engaged in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to advance money to, guarantee the contracts of, or otherwise assist, any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.



16. To take, or otherwise acquire, and hold shares in any other company, having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
17. To enter into any arrangement with any government, or authorities, supreme, national, municipal, local, railway or otherwise, public or quasi-public bodies, or with any other persons, in any place where the Company may have interest that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authorities or persons any rights, privileges and concessions which the Company may think fit to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
18. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance.
19. To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this company, or for any other purposes which may seem directly or indirectly calculated to benefit this Company.
20. To amalgamate with any other company having objects altogether or in parts similar to those of this Company.
21. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
22. To distribute any of the property of the Company in specie among the members.
23. To act as agents or brokers of any person, firm, company or corporation.
24. Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any movable or immovable property, and any rights of privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
25. To construct, maintain, and alter any buildings, or works, necessary or convenient for the purposes of the Company.
26. To construct, improve, maintain, develop, work, manage, carry out, or control any manufactures, warehouses, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests.
27. To sell, improve, manage develop, exchange, lease, mortgage, enfranchise, dispose of turn to account, or otherwise deal with, all or any part of the property and rights of the Company.
28. To invest and deal with the money of the Company not immediately required in such manner as may from time to time be determined, but not to act as an investment, finance, or a banking company.

29. To advance money to such persons or companies and on such terms as may seem expedient and in particular to customers and other having dealings with the Company, and to give guarantee or become security for any such persons, firms or companies, but not to act as an investment, finance, or a banking company.
30. To borrow or raise or secure the payment by the issue of debentures, or debenture stock, perpetual or otherwise charged upon all or any of the Company's property and other assets both present and future including its uncalled capital, and to purchase, redeem, or pay off any such securities, but not to act as an investment, finance, or a banking company.
31. To open any current, overdraft, cash credit account or fixed account with any banker.
32. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
33. To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals, and by granting prizes, rewards and donations.
34. To underwrite the shares, stocks or securities of any other company and to pay underwriting commission and brokerage on any shares, stock or securities issued by the Company.
35. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, technical, national, public, or any other institutions, for its objects or purposes or for any exhibition.
36. To raise funds by means of loans for the purpose of Company's business upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others but not to act as an investment, finance or a banking company.
37. To employ and remunerate the officials and servants of the Company or any person or firm or company rendering services to the Company.
38. To undertake and execute any trust the undertaking whereof may seem desirable, and either gratuitously or otherwise.
39. To apply for and obtain any provisional order or act of legislature or any consents, permissions and licences from the Government-Central or provincial-and any agencies of the Government for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
40. To sell any patent rights or privileges belonging to the Company or which maybe acquired by it, or any interest in the same, and to grant licences for the use and practice of the same or any of them and to let or allow to be used or otherwise deal with any inventions, patents or privileges in which the Company may be interested, and to do all such acts and things as may be deemed expedient for turning to account any inventions, patents and privileges in which the Company may be interested.

41. To expend money on experimenting upon and testing and improving or securing any process or processes, patent or protecting any invention or inventions which the Company may acquire or propose to acquire or deal with.
42. To distribute among the members of the Company in kind or otherwise any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
43. To pay out the funds of the Company all expenses of and incidental to the formation, registration, advertisement of this Company and the issue and subscription of the share or loan capital including brokerage and/or commission for obtaining applications for or placing or guaranteeing the placing of shares or any debentures, debenture-stock and other securities of this Company and also all expenses relating to the issue of any circular or notice and the printing, stamping, circulating of proxies and forms to be filled up by the members of the Company.
44. To create any reserve fund, insurance fund, or any other special fund whether for depreciation or for repairing, insuring, improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interests of the Company.
45. To capitalise such portion of the profits of the Company as are not distributed among shareholders of the Company in the form of dividends and as the directors of the Company may think fit and to issue bonus shares, as fully paid up, in favour of the shareholders of the Company.
46. To appoint such person, firm or company as may be deemed expedient to be secretaries, managers, branch managers or district representatives of the Company upon such terms as the Company may determine.
47. To do all such other things as are incidental or conducive to or the Company may think fit and conducive to the attainment of the above objects.

It is hereby declared that the word "Company" save when used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, whether domiciled in Pakistan or elsewhere and that in the interpretation of this clause, the powers conferred on the Company by any paragraph shall not be restricted by reference to any other paragraph and that in the event of ambiguity, this clause and every paragraph hereof shall be considered independent and construed in such a way as to widen and not to restrict the power of the Company.

IV. The liability of the members is limited.

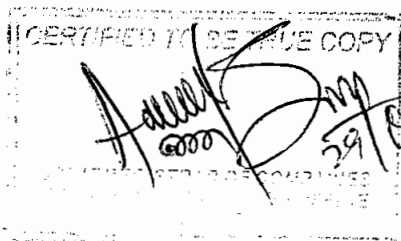
V. The capital of the Company is Rs. 750,000,000 (Rupees seven hundred fifty million) divided into 75,000,000 shares of Rs. 10 each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being with power to increase or reduce the capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such special rights, privileges or conditions as maybe determined by or in accordance with the regulations of the Company, particularly to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

We, the several persons whose names and addresses are subscribed below are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

No.	Names, addresses and Descriptions of subscribers	Number of Shares	Names, addresses and Descriptions of Witnesses
1.	Syed Wajid Ali 1, FCC Gulberg, Lahore Industrialist	Hundred (100)	
2.	Syed Babar Ali 70, FCC Gulberg, Lahore Industrialist	Hundred (100)	
3.	Syed Mohammad Mohsin 29, FCC Gulberg, Lahore Industrialist	Hundred (100)	
4.	Tariq Hamid 83-G Gulberg-III, Lahore Professional Manager	Hundred (100)	M.H. Rajput Chartered Accountant Packages Limited Lahore.
5.	Javed Aslam 6-C Ghalib Road, Gulberg II, Lahore Professional Manager	Hundred (100)	
6.	Riaz-ul-Hassan Ghauri 114/1 Sarwar Road, Lahore Cantt. Professional Manager	Hundred (100)	
7.	Mrs. Perwin Babar Ali 70, FCC Gulberg, Lahore Land Lady	Hundred (100)	

Dated this

December 1978



ANNEX VII

Articles of Association

THE COMPANIES ORDINANCE, 1984

COMPANY LIMITED BY SHARES

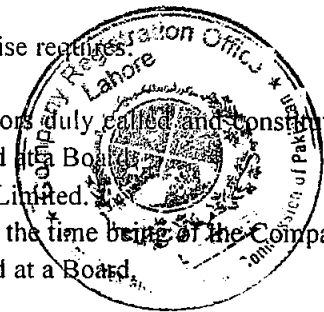
Articles of Association

Of

Nestlé Pakistan Limited

PRELIMINARY

1. The Regulations contained in Table "A" in the First Schedule to the Companies Ordinance, 1984 shall not (except as reproduced herein or as required by law) apply to the Company.
2. In these Articles, unless the context or subject matter otherwise requires,
 - (i) "Board" means a meeting of the directors duly called and constituted or as the case may be, the directors assembled at a Board.
 - (ii) "the Company" means Nestlé Pakistan Limited.
 - (iii) "The Directors" means the directors for the time being of the Company or as the case may be, the directors assembled at a Board.
 - (iv) "Month" means calendar month.
 - (v) "The Office" means the registered office for the time being of the Company.
 - (vi) "The Ordinance" means the Companies Ordinance, 1984.
 - (vii) "The Register" means unless the context otherwise requires, the register of members to be kept pursuant to Section 147 of the Ordinance.
 - (viii) "the Seal" means the common or official seal of the Company
 - (ix) "Special Resolution" means the special resolution of the Company as defined in Section 2(1)(36) of the Ordinance.
 - (x) Words importing masculine gender include feminine gender.
 - (xi) Words importing singular number include plural number.
 - (xii) Expression referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
 - (xiii) Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these Articles becomes binding on the Company.



of commission shall not exceed such rate percent of the amount as may be fixed by the Commission and may be paid or satisfied, wholly or in part, in cash or in shares, debentures or debenture-stock.. The Company may on issue of any shares, debentures or debenture stock-paid up, pay brokerage, as may be lawful; not exceeding one (1) percent (or such other rate as may be prescribed by the Commission) of the shares, debentures or debenture stock paid up.

9. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
10. The Company shall not give, whether directly or indirectly, and whether by means of loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase made or to be made by any person of any shares in the Company, nor shall the Company make a loan for any purpose whatsoever on the security of its shares, except as permitted by section 95 of the Ordinance.
11. Every person whose name is entered as a Member in the Register shall be entitled without payment to one certificate for all his shares of each class, or upon payment of such sum, not exceeding Rs. 2 for every certificate after the first, as the Directors shall from time to time determine, to several certificates, each for one or more of his shares. Every certificates shall be issued within three months after allotment or last date of renunciation and shall be under the Seal of the Company, and bear the autographic signatures of two Directors or one Director and the Secretary, and shall specify the number and class and distinguishing number (if any) of the shares to which it relates, and the amount paid up thereon. Every transfer of shares lodged with the Company will be effected within six weeks from the date of receipt of such application. The Directors may by resolution determine, either generally or in any particular case, that the signature of any Director may be affixed by some mechanical means to be specified in such resolution, provided that use of such means is by such resolution restricted to certificates which have first been approved for sealing by the auditors, transfer auditor or bankers of the Company in writing. The Company shall not be bound to register more than four persons as joint-holders of any share or shares (except in the case of executors or trustees of the deceased Member) and in the case of the shares held jointly by several persons, the Company shall not be bound to issue more than one certificate thereof, and delivery of a certificate for a share to one of several joint-holders shall be sufficient delivery to all.
12. If a share certificate be defaced, lost or destroyed, it may be renewed on payment of such fee (if any) not exceeding Rs. 1 and on such terms (if any) as to evidence and indemnity and payment of expenses incurred by the company in investigating titles as the Directors think fit.

TRANSMISSION OF SHARES

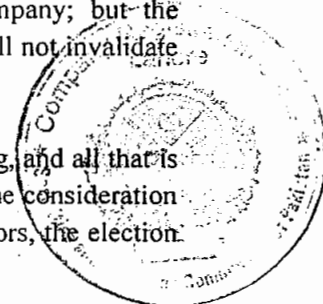
21. In case of the death of a Member, the survivor or survivors where the deceased was a joint-holder, and the legal personal representatives of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.
22. Any person becoming entitled to a share in consequence of the death or insolvency of a Member may, upon such evidence as to the title being produced as may from time to time be required by the Directors, and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.
23. If the person so becoming entitled shall elect to be registered himself he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall notify his election by executing to that person a transfer of share. All the limitations, restrictions, and provisions of these Articles relating to right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of a Member had not occurred and the notice or transfer were a transfer signed by that Member.
24. A person becoming entitled to a share by reason of the death or insolvency of the holders shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends or other moneys payable on or in respect of the share until the requirements of the notice have been complied with.

ALTERATION OF CAPITAL

25. The Company may by Ordinary Resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
26. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, and subject to any agreement made by the Company and approved in General Meeting giving any financial institution, company, firm or person the right or option of

PROCEEDINGS AT GENERAL MEETINGS

- 33 Twenty one (21) days' notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day, and the hour of the meeting and, in case of special business, the general nature of that business, shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Ordinance or the regulations of the Company, entitled to receive such notices from the Company; but the accidental omission to give notice to or non-receipt of notice by any Member shall not invalidate the proceedings at any General Meeting.
- 34 All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an ordinary meeting with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the Directors and auditors, the election of Directors and other officers and fixing of the remuneration of the auditors.
- 35 No business shall be transacted in the General Meeting unless a quorum of members is present at the time when the meeting proceeds to business, the quorum shall be ten (10) members present personally or by proxy, representing not less than 25% of the issued share capital.
- 36 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of Members, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next succeeding week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present personally or by proxy shall be a quorum.
- 37 The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
- 38 If there be no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding such meeting, is unwilling to act as Chairman, the members present shall choose another Director of the Company as Chairman, if no such Director be present or if all Directors present decline to take the chair, then the members present shall choose one of their number being a member entitled to vote to be Chairman.
- 39 The Chairman may with the consent of any meeting at which a quorum is present (and shall, if so directed by meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or



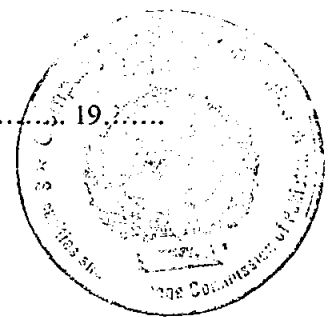
seal or under the hand of an officer or attorney so authorised. No person shall be appointed a proxy who is not a member of the Company qualified to vote except that a corporation being a member may appoint as proxy a person who is not a member.

48. The instrument appointing a proxy and the power of attorney or other authority (if any), under which it is signed or a notarilly certified copy of that power or authority, shall be deposited at the office of the Company not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
49. An Instrument appointing a proxy may be in the following form or in any other forms which the Directors may approve.

NESTLÉ PAKSIATN LTD.

I/We.....
of.....
being a Member/Members of Nestlé Pakistan Limited hereby appoint
Mr.....of.....
(or failing him Mr.....of.....)
as my/our proxy to vote for me /us and on my/our behalf at the (Ordinary or Extraordinary, as the
case may be) General Meeting of the Company to be held on the
..... day ofand at any
adjournment thereof.

As witness my/our hand this day of 19.....
Signed by the said
In the presence of



BOARD OF DIRECTORS

50. The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Ordinance or by these Articles required to be exercised by the Company in General Meeting subject, nevertheless, to such regulations, not inconsistent with the

provisions of the Companies Ordinance, 1984 and/or other applicable statutes, approved by the General Meeting.

60. Such services shall include:

- (i) Attending meeting of the Board and/of any Committee of Directors; and
- (ii) Performing extra services or making special exertions or efforts for the business of the Company (including serving on any Committee).

No director shall be involved in deciding his own remuneration.

61. The terms and conditions of appointment of the Chief Executive by whatever name called, shall, if required by law, be subject to prior approval.

62. The term of office of a Director shall be three (3) years from the date of his election to office in the manner prescribed by the Articles. A Director must be a member holding at least one (1) share in the Company, in his own name. The requirement to hold qualifying shares shall not apply in the case of (i) a person representing the Government, or an institution, or an authority which is a member; (ii) a whole time Director who is an employee of the Company; (iii) the chief executive; and (iv) a person representing a creditor

63. The number of Directors determined by the Board pursuant to Articles 51 hereof shall be elected to office by the members in General Meeting in the following manner:

- (i) A member shall have such number of votes as is equal to the product of the number of voting shares held by him and the number of Directors to be elected;
- (ii) A member may give all his votes to a single candidate or divide them between more than one of the candidates in such manner as he may choose;
- (iii) The candidate who gets the highest number of votes shall be declared elected as Director and then the candidate who gets the next highest number of votes shall be so declared and so on until the total number of Directors to be elected has been so elected.

64. Retiring Directors shall be eligible for re-election.

65. Retiring Director shall continue to perform their functions until their successors are elected in the manner aforesaid.

66. A resolution for removing a Director elected in the manner provided for in Article 63 hereof, or for reducing the number of Directors, shall not be deemed to have been passed if the number of votes against such resolution is equal to or exceeds the number of votes cast in favour of the last candidate declared elected in the immediately preceding election of Directors.

advisor of the Company and shall not be liable to account to the Company for any profit realised for any professional work done by him or his firm for the Company.

72. (1) The Directors may meet for the despatch of business and may adjourn and otherwise regulate their meetings and proceedings as they think fit. Four (4) Directors or such higher number as may from time to time be determined by the Board of Directors, shall be a quorum. Subject to the provisions of sub-article (2) hereof, questions arising at any meeting shall be decided by majority of votes, and in case of an equality of votes the Chairman shall have a casting vote.

(2) Subject to the provisions of the Ordinance, 1984, the following acts and measures shall be decided at a meeting of the Directors with the concurrence of at-least two third of the total number of Directors present and voting:

- i. Issue of new capital
- ii. Determination of the number of Directors
- iii. Proposal for declaration of dividends
- iv. Re-organisation, amalgamation of projects and proposition of new projects.
- v. Sale, transfer, charging mortgaging or hypothecation of land or fixed assets.
- vi. Acquisition and sale of shares of other companies.
- vii. Closing down or material reduction of the production of the Company
- viii. Appointment and removal of the Chief Executive and fixing of his remuneration and power.
- ix. Decision on investing the funds of the Company

73. Any Director may convene a meeting of the Board at any time by giving all the Directors fourteen (14) days prior notice in writing, specifying the agenda for such meeting provided that in urgent cases determined by the Chief Executive such a meeting may be convened on seven (7) days notice by telex.

74. When any Director intends to be, or absent for period of not less than three (3) months from Pakistan, he may with the approval of the Directors appoint any person, who is eligible to be a Director under Section 187 of the Ordinance, to be his Alternate Director and such Alternate Director, while he holds office as an Alternate Director, shall be entitled to receive notice of and to attend and vote at meeting of Directors, shall be subject to and entitled to the benefit of the provisions contained in these Articles with reference to Directors (in case the Alternate Director is outside the existing Board of Directors) and may exercise and perform all such powers, directions and duties as his appointer could have exercised or performed. Such appointment shall be recorded in the Directors' minute book. A Director may at any time by notice in writing to the Company remove an Alternate Director appointed by him.

An Alternate Director so appointed shall not be entitled to appoint another Director, but shall otherwise be subject to the provisions of the Articles with regard to Directors, except that he need not be a member nor shall he require any share qualification, if any specified in these Articles.

Upon the return of the appointer to the Pakistan or the death of or the retirement or resignation as Director of the appointer, the Alternate Director shall ipso facto vacate office as an Alternate

COMMON AND OFFICIAL SEAL

79. The Directors shall provide a Common Seal of the Company. The Common Seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Board of Directors, and two Directors or one Director and the Secretary for the time being of Company shall sign every instrument to which the Common Seal is affixed.
80. The Directors may provide for the use in any territory, district or place not situated in Pakistan and Official Seal which shall be a facsimile of the Common Seal of the Company, with the addition on its face of the name of every territory, district or place where it is to be used. The provisions of Section 213 of the Ordinance shall apply relative to the use of the Official Seal.

DIVIDENDS AND RESERVES

81. The Company in general meeting may declare its dividends, but no dividends shall exceed the amount recommended by the Directors.
82. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.
83. No dividends shall be paid otherwise than out of profits of the year or any other undistributed profits.
84. Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares. No amount paid on a share in advance of call shall, while carrying interest, be treated for the purpose of this Article as paid on the share.
85. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit.
86. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend payable on the share.

- a) All sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
 - b) All sales and purchases of the goods by the Company, and;
 - c) The assets and liabilities of the Company.
- 92 The books of account shall be kept at the Office or at such other place as the Directors shall think fit and shall be open to inspection by the Directors during business hours.
- 93 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company in General Meeting.
- 94 The Directors shall as required by Section 233 and 236 of the Ordinance cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, income and expenditure accounts, balance-sheets, and reports as are referred to in those Sections.
- 95 The profit and loss account shall, in addition to the matters referred to in Section 234 of the Ordinance, show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure distinguishing the expenses of the establishment, salaries and other like matters. Every item of the expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the Meeting, and, in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
- 96 A balance shall be made out in every year and laid before the members in General Meeting made up to a date not more than six (6 months) before such meeting. The balance-sheet shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount (if any) which they recommend to be paid by way of dividend, and the amount (if any) which they propose to carry to a reserve fund.
- 97 A copy of the balance-sheet and report shall not less than twenty one (21) days previously to the Meeting be sent to the persons entitled to receive notice of General Meetings in the manner in which notices are to be given hereunder.
- 98 The Directors shall in all respects comply with the provisions of Sections 230 to 236 of the Ordinance, or any statutory modification thereof for the time being in force.

105. Notice of every General Meeting shall be given in the manner herein before authorised to every member and Director of the Company except those Members and Directors who (having not registered an address in Pakistan with the Company) have not supplied to the Company and address in Pakistan for the giving of notices to them, and also to every person entitled to a share in consequence of the death or insolvency of a Member who but for his death or insolvency would be entitled to receive notice of the Meeting.

INDEMNITY

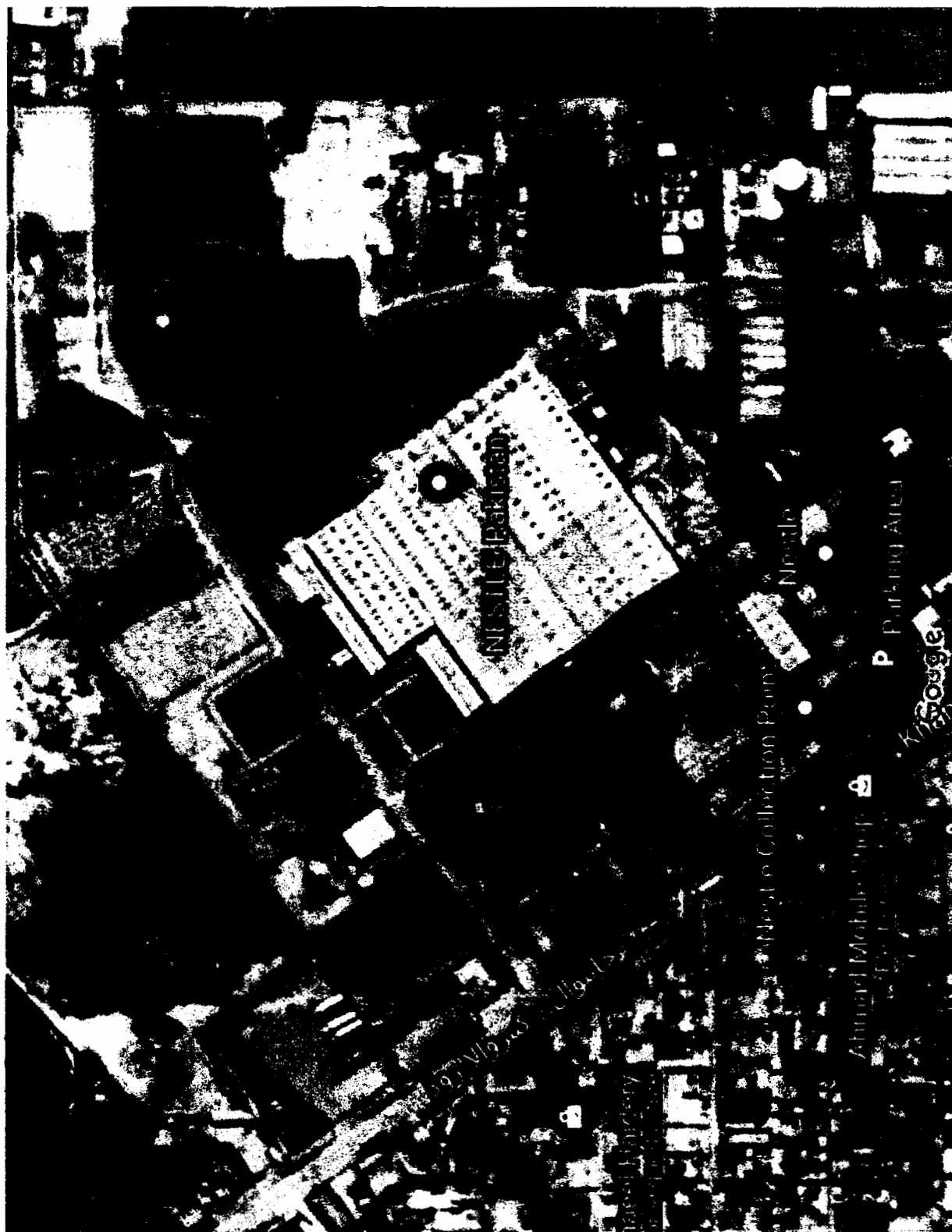
106. Subject to Section 194 of the Ordinance, every Director, managing agent, auditors, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against:
- (a) all costs, losses and expenses which any such Director, managing agent, auditors, Secretary or other officer may incur or become liable to by reason of any contract entered into, or act or deed done by him as such Director, managing agent, auditors, Secretary or other officer or in any way in the discharge of his duties and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims; and
 - (b) any liability incurred by him in defending any proceedings, whether civil or criminal, arising out of any action taken by him in carrying out the business of the Company, except that brought by the Company against him, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 488 of the Ordinance, in which relief is granted to him by the Court.

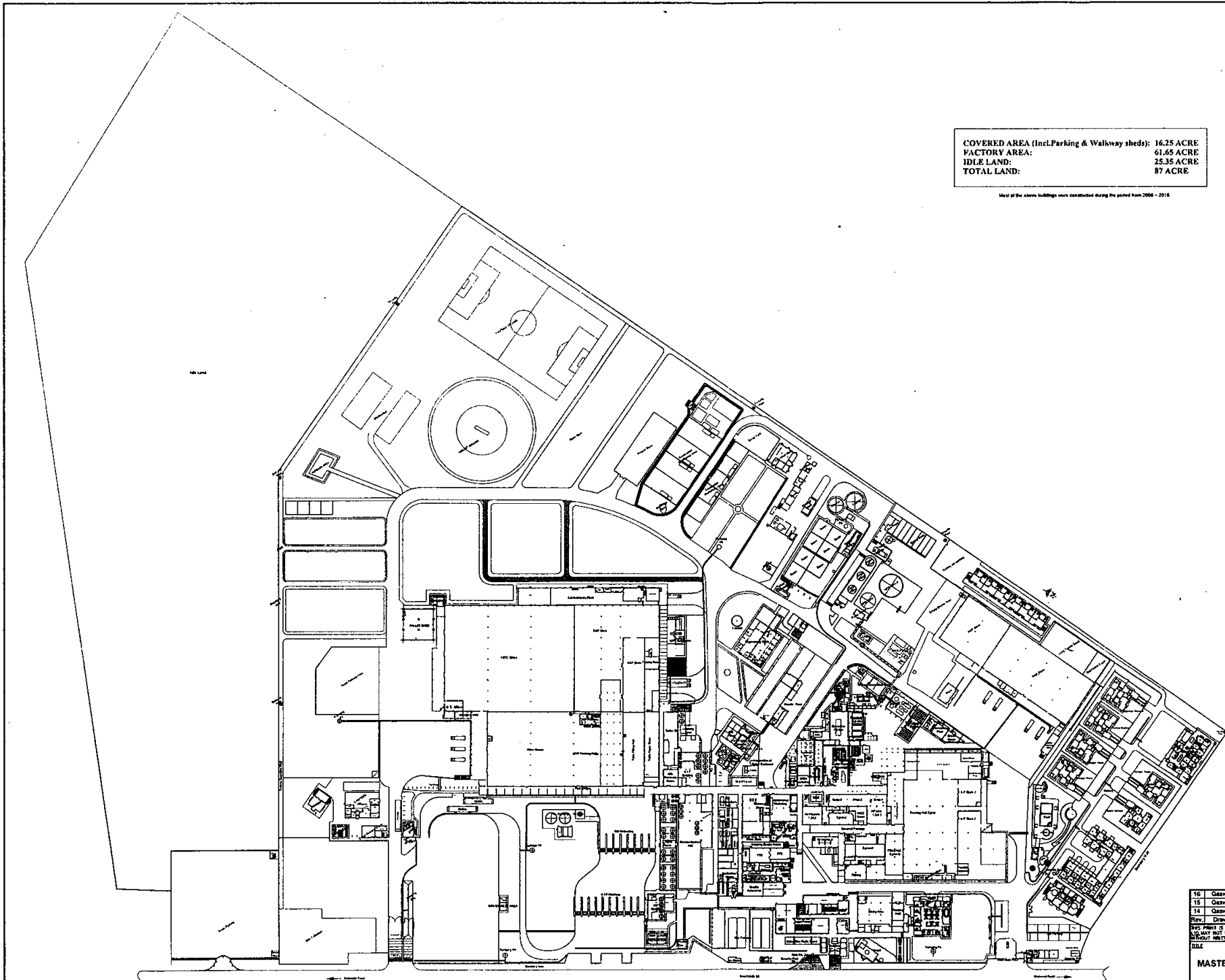
WINDING UP

107. If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by law, divide amongst Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

Schedule-I

The Location, Size (i.e. Capacity in MW), Type of Technology, Interconnection Arrangements, Technical Limits, Technical/Functional Specifications and other details specific to the Generation Facilities of the Licensee are described in this Schedule.





COVERED AREA (Incl. Parking & Walkway sheds): 16.25 ACRE
FACTORY AREA: 61.65 ACRE
IDLE LAND: 25.35 ACRE
TOTAL LAND: 87 ACRE

Most of the above buildings were constructed during the period from 2006 - 2016

Detail Covered Area including Civil / PU Panel / Shed Buildings		
Description	Covered Area SF	
1 Tank Parking	84154	
2 Storage	1601	
3 Storage	4606	
4 Driver Parking Road	1712	
5 Toilet Block	895	
6 Truck Parking	24895	
7 Shed	3708	
8 Delivery Changing Room	805	
9 HCC & LIFT Hub	17240	
10 LIFT/Over Shed	3188	
11 Fire Fighting Station	4387	
12 Contamination Building	13145	
13 LIFT Substation	1524	
14 Covered Pipe Bridge	8403	
15 Boiler Oil Area	5325	
16 Ash Recovery Room	8543	
17 Ash Storage Area	7188	
18 Security Plant	46	
19 Smoking Area	412	
20 Burn & LCH Room	1196	
21 Car Parking	19905	
22 Locker Lockers Room	2543	
23 Production Office	2487	
24 STD Substation	1491	
25 STD Workshop	867	
26 STD Storage	3854	
27 Lost Room	388	
28 RTO Plant Area	1289	
29 Paint Room	761	
30 House 1st Floor	1529	
31 House 2nd Floor	1549	
32 Engineering Office	4543	
33 Dining System	139	
34 Dryer	2128	
35 Burn	245	
36 Chemical Store	3451	
37 Toilet	245	
38 Utility Storage Area	1824	
39 Urine Sinks	2572	
40 HFO Tank Area	4022	
41 Pump Room	2779	
42 Oil Storage Area	2754	
43 Cooling Tower	1523	
44 Laundry Control	2428	
45 H2 Plant	364	
46 Filling Hall	1719	
47 Evaporator	2128	
48 DCM Room	471	
49 Dinner Room	861	
50 Garden Area	1143	
51 Air Store	14168	
52 New Family House GP & 1st F 8177	8177	
53 Long Tunnel Cover	8956	
54 Master Street House	471	
55 Filter Room	471	
56 Wash Room	345	
57 Bath	1524	
58 Office	1954	
59 Room	50	
60 Small Family House GP & 1st F 4525	4525	
61 GP Room	5451	
62 Wash Room	85	
63 Admin Office	1289	
64 IT Room	145	
65 Control	3639	
66 Model Store	869	
67 Model Store	146	
68 Labourer Store	4125	
69 Lockup House	127	
70 Training Room	2527	
71 Filling & Filling Hall	471	
72 Car Parking	8919	
73 Training Hall	1122	
74 Decommissioned Halls Center	890	
75 Car Shed	1225	

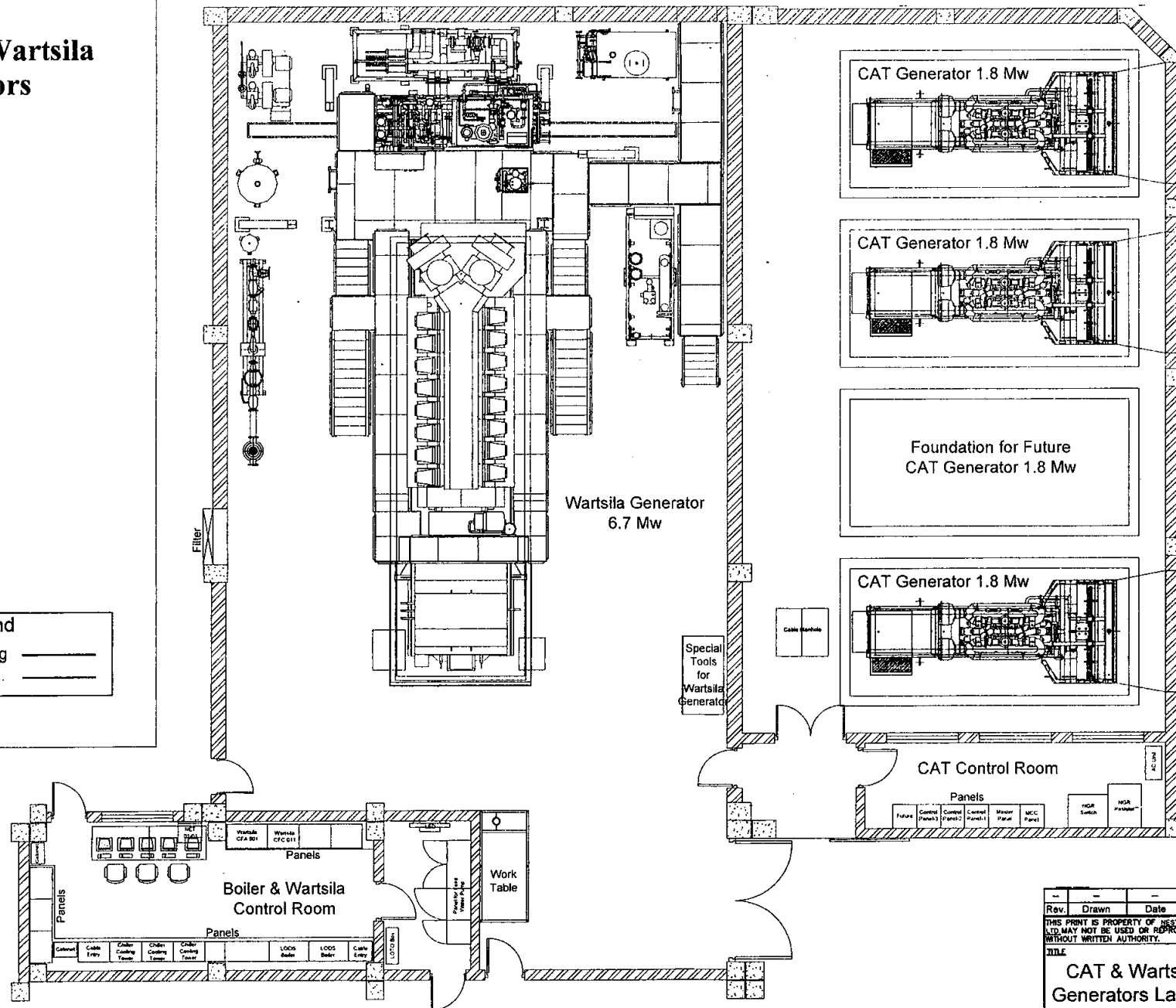
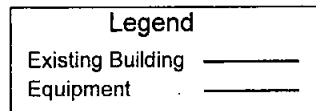
Master: No modification or alterations are to be made from this drawing without the consent of a Nestle representative.

15	Quasim	20-06-2020	Amal	20-06-2020	Yes/N	
16	Quasim	10-08-2018	Mamoon	10-08-2018	Saleem.A	
14	Quasim	04-05-2018	Mamoon	04-05-2018	Saleem.A	
Rev.	Drawn	Date	Checked	Date	Approved	Date
1	Drawn		Checked		NAME	BK
2	Drawn		Checked		NAME	BK
3	Drawn		Checked		NAME	BK
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98	Drawn		Checked		NAME	BK
99	Drawn		Checked		NAME	BK
100	Drawn		Checked		NAME	BK

MASTER PLAN OF KBF

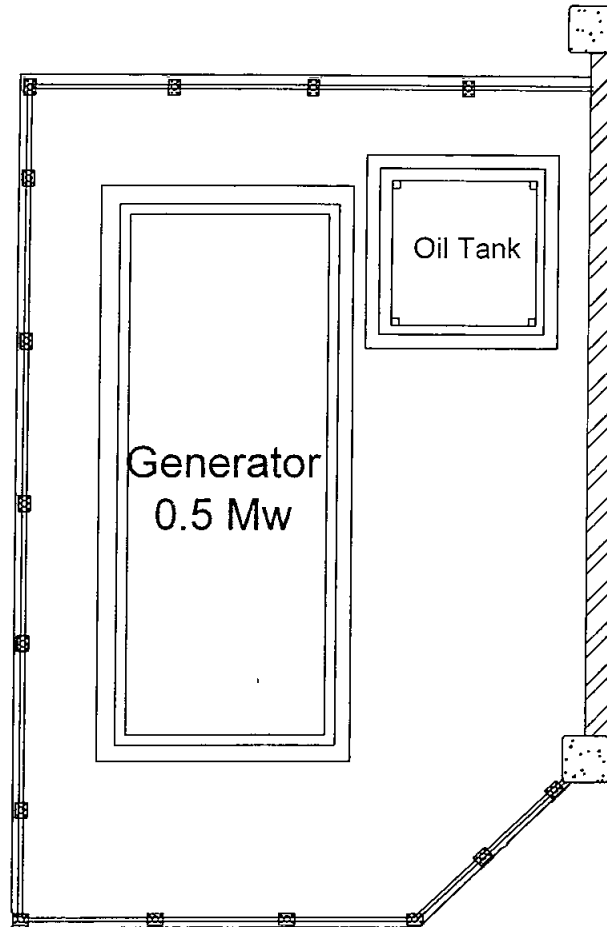
Source: 360 - 004 - 005
Destination: 360 - 004 - 005
Dwg. Type: 360 - 004 - 005
Dwg. No.: 2008-001
Scale: 1:100

CAT& Wartsila Generators Layout



Rev.	Drawn	Date	Checked	Date	Approved	Date
<p>THIS PRINT IS PROPERTY OF NESTLE PAKISTAN IT MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN AUTHORITY.</p>						
<p>TITLE</p> <p>CAT & Wartsila Generators Layout</p>			DRAWN	Qaswar	SIG.	DATE
			CHECKED	Altair		75-09-2020
			APPROVED	Yase H		
			Source	360 - 004 - 005		Software AutoCad 2017
			Destination	360 - 004 - 005		Format A3
Old Dwg. No. _____			Dwg. Type	Discipline	Prod. Cat.	
Supplier Name _____		Supplier Dwg. No. _____		Dwg. No.	2020-101	Rev. Scale 1 : 100

Note:- No modification or alterations are to be made from this drawing without the consent of a Nestle representative.



Legend	
Existing Building	——
Equipment	——

Rev.	Drawn	Date	Checked	Date	Approved	Date
THIS PRINT IS PROPERTY OF NESTLE PAKISTAN LTD. MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN AUTHORITY.						
0.5 MW Generator Layout				NAME	SIG.	DATE
				DRAWN	Qaswar	25-09-2020
				CHECKED	Athar	
				APPROVED	Yasir N	
Old Dwg. No. _____				Source	360 - 004 - 005	Software AutoCad 2017
Supplier Name _____				Destination	360 - 004 - 005	Format A4
Supplier Dwg. No. _____				Dwg. Type	Discipline	Prod. Cat.
				Dwg. No.	2020-103	Rev. --- Scale 1:75

Note:- No modification or alterations are to be made from this drawing without the consent of a Nestle representative.

Power Sources details:

1. Wartsila Genset: 6.7 MW
2. Caterpillar Genset 01: 1.8 MW
3. Caterpillar Genset 02: 1.8 MW
4. Caterpillar Genset 03: 1.8 MW
5. Caterpillar Genset 04: 0.4MW

Type of Technology:

- Wartsila genset is dual fuel power genset (HFO/HSD).
- Caterpillar gensets are single fuel HSD based power gensets.
- All power sources are designed to run on load sharing and synchronizing modes.

Maximum power generation capacities:

- Wartsila Genset: 6.7 MW
- Caterpillar Genset 01: 1.8 MW
- Caterpillar Genset 02: 1.8 MW
- Caterpillar Genset 03: 1.8 MW
- Caterpillar Genset 04: 0.4MW

Technical Specifications

01 x Wartsila genset (Prime):

- Model: W16V32
- Genset rated Power: 8473 kVA
- Generation Voltages 11 kV
- Frequency 50 HZ
- No. of poles: 8 poles
- RPM: 750
- Insulation class: F
- Power Factor: 0.8

03 x Caterpillar genset (Standby):

- Model: 3516 BHD
- Genset rated Power: 2275 kVA

- Generation Voltages: 11 kV
- Frequency: 50 HZ
- No. of poles: 4 poles
- RPM: 1500
- Insulation class: H
- Power Factor: 0.8

01 x Caterpillar genset (Emergency):

- Model: 550
- Genset rated Power: 500 kVA
- Generation Voltages: 0.4 kV
- Frequency: 50 HZ
- No. of poles: 4 poles
- RPM: 1500
- Insulation class: H
- Power Factor: 0.8

**Interconnection Facilities/
Transmission Arrangements for Dispersal of Electric Power from
the Generation Facility/Thermal Power Plant**

- (1). NESTLE Pakistan Limited intends to supply electric power from the generation facility/thermal power plant to MEPCO (Host Distribution Company) and any other Bulk Power Consumer through use of system of Host Distribution Company¹.
- (2). The details pertaining to such supply arrangement and other relating information shall be provided later as per Agreement between the Licensee and Host Distribution Company / BPC. Any change in such Interconnection Arrangement as duly agreed by the Licensee and its Host Distribution Company / BPC, shall be communicated to the Authority in due course of time.

¹ Regulation 2 (k) of NEPRA (LAMP) Regulations, 1999 "Captive Power Plant" means Industrial undertakings or other businesses carrying out the activity of power production for self consumption, who intend to sell the power, surplus to their requirement, to a Distribution Company or bulk-power consumer.

Details of
Generation Facility/Co-Generation Facility/
Power Plant

(A). General Information

(i)	Name of the Company/ Licensee	NESTLE Pakistan Limited.
(ii)	Registered Office of the Company/ Licensee	308-Upper Mall, Lahore, Pakistan
(iii)	Business Address of the Company/ Licensee	308-Upper Mall, Lahore, Pakistan
(iv)	Location of the Generation Facility	NESTLE Factory (Kabirwala)
(v)	Type of the Generation Facility	HSD/HFO thermal Generation

(B). Configuration of Generation Facility

(i)	Total Gross/Name Plate Installed Capacity of the Generation Facility	Wartsila + Caterpillar: 12.5 MW
(ii)	Total Gross/Operational Installed Capacity of the Generation Facility due to limitation of boiler	Not Applicable
(iii)	Type of Technology	Thermal generation on HSD/HFO
(iv)	Number of Units/Size (MW)	5 Caterpillar(standby): 3/1.8 MW each

		Caterpillar (Emergency): 1/0.4MW Wartsila: 1/6.7 MW
(v)	Unit Make/ Model & Year of Manufacture	Wartsila: Wartsila / W16V32/2006 Caterpillar(standby): CAT/3516BHD/2010 Caterpillar(emergency): 2007/550/2008
(vi)	Commissioning/ Commercial Operation date of Unit of the Generation Facility	Wartsila: 2006 Caterpillar(standby): 2010 Caterpillar(emergency): 2008
(vii)	Expected Useful Life of Unit of the Generation Facility from its Commercial Operation/ Commissioning Date	Wartsila: 25 years Caterpillar(standby): 50,000 to 70,000 running hours Caterpillar(emergency): 50,000 running hours
(viii)	Expected Remaining useful Life of Unit of the Generation Facility (at the time of grant of Generation Licence)	Wartsila: 11 years Caterpillar(standby): 42,000 to 62,000 running hours Caterpillar(emergency): 49,000 hours

(C). Fuel/Raw Material Details

(i)	Primary Fuel	Wartsila: HFO Caterpillar: HSD	
(ii)	Alternate Fuel	Wartsila: HSD Caterpillar: HSD	
(iii)	Start Up Fuel	Wartsila: HFO Caterpillar: HSD	
(iv)	Fuel Source (Imported/ Indigenous)	Indigeneous	

(v)	Fuel Supplier	1- Attock oil Refinery 2- PARCO oil refinery 3- HASCOL Pakistan 4- SHEL Pakistan	
(vi)	Supply Arrangement	Fuel supply tankers	
(vii)	Fuel Storage facilities	HFO and HSD fuel storage Tanks	
(viii)	Capacity of Storage facilities	HFO: 2200 tons	
		HSD: 550 tons	
(ix)	Gross Storage Capacity	HFO:2200 tons	HSD: 550 tons
		HFO+HSD = 2750 Ton	

(D). Emission Values

	Parameter	Primary Fuel	Alternate/ Start Up Fuel
(i)	SO ₂	1238 mg/Nm ³	
(ii)	NO _x	1886 mg/Nm ³	

(iii)	CO	152 mg/Nm ³
(iv)	PM ₁₀	72 mg/Nm ³

(E). Cooling System

(i)	Cooling Water Source/Cycle	Deep well Turbine Pump/Tube wells/Underground Water/Cooling Tower
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(F). Plant Characteristics

(i)	Generation Voltage	11 kV for prime and standby gensets 0.4kV for emergency genset
(ii)	Frequency	50Hz
(iii)	Power Factor	0.8
(iv)	Automatic Generation Control (AGC)	PLC based control system
(v)	Ramping Rate	Running feedback comes at 300 RPM and excitation is on at 540 RPM
(vi)	Time required to Synchronize to Grid	Not applicable

Information Regarding Power Consumer.

(i)	Name of Power Consumer	NESTLE Factory (Kabirwala). NESTLE Pakistan Ltd. also intends to supply power to MEPCO (Host Distribution Company) and any other potential bulk power consumers through use of system of Host Distribution Company. ²	
(ii)	Location of consumers (distance and/or identity of premises)	Nestle Kabirwala Factory premises	
(iii)	Contracted Capacity and Load Factor for consumer	Nestle Kabirwala Factory has a generation capacity of 12.5 MW from which the Factory Load Factor is 6.2 MW. Nestle Pakistan Limited power plant has a surplus capacity of almost 6 MW which it is proposing to supply to host Distribution Company or a Bulk Power Consumer/s under NEPRA regulatory regime.	
(iv)	Specify Whether		Not Applicable
	(a)	The consumer is an Associate undertaking of the Licensee-If yes, Specify percentage ownership of equity;	

² Regulation 2 (k) of NEPRA (LAMP) Regulations, 1999 "Captive Power Plant" means Industrial undertakings or other businesses carrying out the activity of power production for self consumption, who intend to sell the power, surplus to their requirement, to a Distribution Company or bulk-power consumer.

	(b)	There are common directorships:	
	(c)	Either can exercise influence or control over the other.	
(v)	Specify nature of contractual Relationship		Not Applicable
	(a)	Between each BPC/Consumer and Licensee.	
	(b)	Consumer and DISCO.	
(vi)	Any other network information deemed relevant for disclosure to or consideration of the Authority.		Not Applicable

Information

Regarding Distribution Network for Supply of Electric

Power

NESTLE

(i)	No. of Feeders	Not Applicable
(ii)	Length of Each Feeder (Meter)	Not Applicable
(iii)	Length of Each Feeder to each Consumer	Not Applicable
(iv)	In respect of all the Feeders, describe the property (streets, farms, Agri land, etc.) through,	Not Applicable

	under or over which they pass right up to the premises of customer, whether they crossover.	
(v)	Whether owned by Licensee , Consumer or DISCO-(deal with each Feeder Separately)	Not Applicable
	(a) If owned by DISCO, particulars of contractual arrangement	
	(b) Operation and Maintenance responsibility for each feeder	
(vi)	Whether connection with network of DISCO exists (whether active or not)- If yes, provide details of connection arrangements (both technical and contractual)	Factory is connected to Grid with sanctioned load of 2.2MW. The feeder from grid to factory is independent and dedicated for non-critical loads. The grid connection is not synchronized with factory power gensets.
(vii)	Any other network information deemed relevant for disclosure to or consideration of the Authority.	