

42-Lawrence Road,  
Lahore, (Pakistan)  
Tel: 92-042-36302261  
& 36302262  
Fax: 92-042-36368721

# Maple Leaf Power Limited

February 24, 2023

To

MLPL/NEPRA/01 /23

The Registrar  
National Electric Power Regulatory Authority

**Subject: APPLICATION FOR GRANT OF ELECTRIC POWER SUPPLY LICENSE**

I, Sohail Sadiq, Executive Director (Finance) being the duly authorized representative of M/S Maple Leaf Power Limited by virtue of [BOARD RESOLUTION / POWER OF ATTORNEY] dated [24.02.2023], hereby apply to the National Electric Power Regulatory Authority for the grant of ELECTRIC POWER SUPPLY LICENSE to the M/S Maple Leaf Power Limited pursuant to section I of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997.

I hereby 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, Modification, Extension and Cancellation) Procedure Regulations, 2021, and undertake to abide by the terms and provisions of the above-said regulations. I 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 no material omission has been made.

A [BANK DRAFT No. B.C No.4982260] dated 24.02.2023 in the sum of Rupees 945,754/- (Rupees Nine hundred forty five thousand seven hundred fifty four Only) being the license application fee calculated in accordance with Schedule II to the National Electric Power Regulatory Authority Licensing (Application, Modification, Extension and Cancellation) Procedure Regulations, 2021, is also attached herewith.

Regards,

For/or on behalf M/S Maple Leaf Power Limited

Signature: 

Name: Sohail Sadiq

Designation: Executive Director (Finance)

Company Seal: 

42-Lawrence Road,  
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# Maple Leaf Power Limited

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## PROSEPECTUS

### Maple Leaf Power Limited

#### Introduction:

Maple Leaf Power Limited (MLPL) is a wholly owned subsidiary of Maple Leaf Cement Factory Limited (MLCF) having head office at 42 Lawrence Road Lahore. MLPL is setting up a 40 MW Coal Fired Power Plant at Iskandarabad district Mianwali. Major equipment of the aforementioned plant is being purchased from 'Sinoma Energy Conservations' which is a Chinese organization with market presence in over 70 countries.

The total project cost is expected to be around 5.5 billion rupees. The plant is expected to operate throughout the year owing to the ample coal supply from international as well as local markets and steady electricity demand from end consumer i.e. Maple Leaf Cement Factory Limited.

#### Salient Features of Coal Fired Power Plant:

Project Location	:	Iskanderabad near daud khel dist. Mianwali
Rated Power Generation Capacity	:	40 MW
Fuel	:	Imported Coal
Proposed Covered Area	:	36,000 m2 approximately
Construction Period	:	17 months
Source of water	:	4 wells at 0.5 km distance from Indus River
Source of power	:	Self-generated electricity from power plant
Air pollution abatement	:	Installation of ESP, bag house filters and desulfurizer
Type of waste water	:	Power Plant waste water

<b>Waste water treatment</b>	:	Power plant waste water shall be recirculated
<b>Solid waste management</b>	:	Ash recovered from power plant shall be used in the cement factory

**Proposed Investment:**

The expected cost of the Coal Fired Power Plant is 5.5 billion rupees which is being financed by the holding company

**Social and Environmental Impact:**

Social and environmental impacts relating to this project have been anticipated and the keys impacts are as follows;

- Construction noise
- Solid waste
- Soil contamination
- Air pollution
- Community and workers' safety
- Employment conflicts

Since the project has been commenced on a reserved area and no human settlements exist within 2 km of the selected site, construction related impact is not expected to extend to the community.

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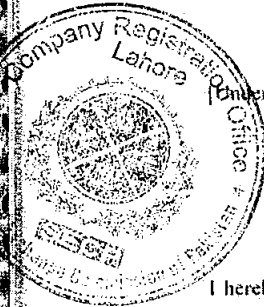


SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN  
COMPANY REGISTRATION OFFICE, LAHORE

CERTIFICATE OF INCORPORATION

Under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)]

Corporate Universal Identification No. 0095705



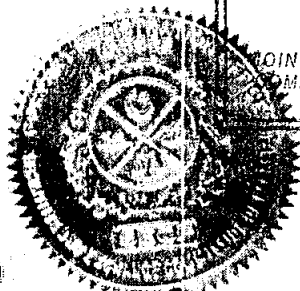
I hereby certify that MAPLE LEAF POWER LIMITED is this day incorporated under the Companies Ordinance, 1984 (XLVII of 1984) and that the company is Limited by Shares.

Given under my hand at Lahore this Fifteenth day of October, Two Thousand and Fifteen.

Fee Rs. 172,000/-

CERTIFIED TO BE TRUE COPY

26/08/2015



JOINT REGISTRAR OF COMPANIES  
COMPANY REGISTRATION OFFICE  
LAHORE.  
(LIAQAT ALI DOLLA)  
Additional Registrar

No.ARL/ 6988 DATED: 15-10-2015

# **THE COMPANIES ORDINANCE, 1984**

--:O:--

## **COMPANY LIMITED BY SHARES**

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### **MEMORANDUM OF ASSOCIATION**

**OF**

## **MAPLE LEAF POWER LIMITED**

- I. The name of the Company is "MAPLE LEAF POWER LIMITED".
- II. The Registered Office of the Company will be situated in the Province of the Punjab.
- III. The objects for which the Company is established are:-
  1. To carry on all or any of the businesses of generating, purchasing, importing, transforming, distributing, supplying, exporting and dealing in electricity and all other forms of energy and products or services associated therewith and to promote the conservation and efficient use of electricity and to perform all other acts which are necessary or incidental to the business of electricity generation, transmission, distribution and supply subject to permission from NEPRA.
  2. To identify, design, develop, construct, acquire, procure, manage, manufacture, operate, maintain and own electricity generation station(s) using conventional and non-conventional fuel/energy resources (including natural gas, oil, coal, solar, hydel, wind, bio-mass or any other energy resources whether indigenous or imported), fuel/energy resources supply chain and storage systems, water desalination plants and related facilities, power grid stations, transforming, switching, conversion, and transmission facilities, cables, overhead lines, sub-stations, switching stations, tunnels, cable bridges, link boxes, heat pumps and plant and equipment for combined heat and power schemes, together with such other activities as are necessary to carry out the foregoing.
  3. To carry on the business of an electric light company in all its branches and in particular to construct, lay down, establish, fix and carry out all necessary cables and wires, and to generate, accumulate, distribute and supply electricity to private and/or public consumers including national grid and to light cities,

towns, streets, markets, theatres, buildings and places both public and private subject to permission from NEPRA.

4. To carry on the business of electricians, mechanical engineers, electrical engineers, suppliers of electricity for purposes of light, heat, motive power or otherwise and of manufacturers and dealers in all apparatus and articles required or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity or any light power or any power, which can be used as a substitute thereof which, is or may be useful, convenient or ornamental, and to carry on any other business of a like nature.
5. To carry on all or any of the business of trader, importer, exporter, supplier, distributor, designer, developer, manufacturer, installer, filter, tester, repairer, maintainer, contractor, constructor, operator, user, inspector, re-conditioner, improver, protector, remover, hirer, replacer, importer and exporter of systems and things incidental to the efficient generation, procurement, transformation, supply and distribution of electricity.
6. To acquire by concession, grant, purchase, barter, license either absolutely or conditionally and either solely or jointly with others any land, building, machinery, plant, equipment, privilege, right, license, trademark, patent, and other movable and immovable property of any description which the Company may deem necessary or which may seem to the Company capable of being turned to account, subject to any permission as required under the law.
7. To purchase or acquire, protect, prolong and renew, whether in Pakistan or elsewhere, any patent right, invention, license, protection, concession, and the like which may appear likely to be advantageous or useful to the Company and to manufacture under or grant license or privilege in respect of the same and to spend money in experimenting upon and testing in or improving or seeking to improve any patent, invention or right which the Company may acquire or propose to acquire.
8. To purchase, take on lease, or in exchange, hire, apply for or otherwise acquire and hold for any interest, right, privilege, land, building, easement, trademark, patent, patent right, license, machinery, plant, stock-in-trade and any movable and immovable property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof and to use, exercise or otherwise turn to account any property, right and information so acquired, subject to any permission required under the law.
9. To acquire, hold or dispose of investment in share, modaraba certificate, term finance certificate, musharika certificate, unit trust certificate, mutual fund certificate, debenture, debenture stock, bond, obligation and securities issued or guaranteed by any company, any government, commission, public body,

authority, supreme, municipal, local or otherwise but not to act as an investment company.

10. To engage in reforestation and other works relating to pollution abatement and to acquire land for this purpose.
11. To form new entity or entities, and enter into joint ventures for the purposes of the business of the Company.
12. To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise that seem conducive to the Company's objects or any of them and to obtain from any such government or authority all rights, concessions and privileges which the Company may think fit desirable to obtain and to carry out, exercise and comply with any such arrangement, right, privilege and concession.
13. To adopt such means of making known the products and business of the Company as may seem expedient and in particular by advertisement and publicity in the press or otherwise, exhibitions, publication of books and periodicals and by donations.
14. To conduct research and incur expenditures for the purposes and objects of the Company's business.
15. To establish subsidiaries or associated companies, firms or entities and to carry on business in any part of Pakistan or in any part of the world and to take such steps as may be necessary to give the Company such rights or privileges in any part of the world as are possessed by local corporations in such location.
16. To ascertain the tariff for bulk supply that will secure recovery of operating cost, interest charge and depreciation of assets, redemption at due time of loans other than those covered by depreciation, expansion projects, payment of taxes, and reasonable return on investment, to quote the tariff to bulk purchaser of electrical power, and to prefer petition to the appropriate authority for approval of the schedule of tariff and of adjustment or increase in its bulk supply tariff, where desirable or necessary.
17. For the purposes of achieving the above objects, the Company is authorized to:-
  - a. purchase/import raw materials and allied items required in connection thereto in any manner the Company may think fit;
  - b. do and perform all other acts and things as are incidental or conducive to the attainment of the objects of the Company;

- c. open an account or accounts with any bank or banks and to pay into and to withdraw money from such account or accounts.
  - d. borrow and arrange the repayment of money from banks/financial institutions or any lawful sources whether in Pakistan or elsewhere and in such manner as the Company may think fit, including the issue of debentures, preference shares, bonds, perpetual or otherwise charge upon the whole or any part of the Company's property or asset, whether present or future, and to purchase, redeem or payoff such securities;
  - e. put its assets as collateral on behalf of the holding company for the purpose of any financing obtained by the holding company.
  - f. purchase, hold and get redeemed shares, debentures, bonds of any company, financial institution or any government institution.
18. To guarantee the performance of contracts, agreements, obligations or discharge of any debt of the Company in relation to the payment of any financial facility including but not limited to loan, advance, letter of credit or other obligation through creation of any or all types of mortgages, charges, pledges, hypothecations, on execution of the usual banking documents or instruments or otherwise encumbrance on any or all of the movable and immovable property of the Company, either present or future or both and issuance of any other security or surety by any other mean in favor of banks, Non-Banking Finance Companies (NBFCs) or any financial institution and to borrow money for purpose of the Company on such terms and conditions as may be considered proper.
19. To support and subscribe to any charitable or public object including donation to charitable and benevolent foundation and any institution, society, or club or for any purpose which may be for the benefit of the Company or its employees, or may be connected with or for the benefit and welfare of any town or place where the Company carry on the business, to give pension, gratuity, to extend benefits of provident fund or any other contributory scheme on behalf of the Company, or charitable aid to any person who may have been Directors of or may have served the Company, or the wives, children, other relatives or dependents of such persons to make payments towards insurance, and to form and contribute to provident and benevolent funds for the benefit of any such person, or of their wives, children or other relatives or dependents.
20. To create any reserve fund, sinking 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 any other purpose conducive in the interest of the Company.



21. To distribute any of the Company's property among the members in specie or in any manner whatsoever in the event of winding up of company.
22. To deal with the surplus monies of the Company not immediately required in such lawful form as may be thought expedient.
23. To pay all preliminary expenses of any kind and incidental to the formation and incorporation of the Company out of the funds of the Company.
24. It is declared that notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association nothing contained therein shall be construed as empowering the company to undertake or to indulge in the business of banking company, investment, NBFC, leasing, managing agency, payment sales receipt scheme and insurance business directly or indirectly as restricted under the law or any other unlawful operation.
25. Notwithstanding anything stated in any object clause, the company shall obtain such other approval or license from the competent authority, as may be required under any law for the time being in force, to undertake a particular business.
26. The company shall not launch multilevel marketing pyramid, and ponzi schemes.

**IV.** The liability of the members is limited.

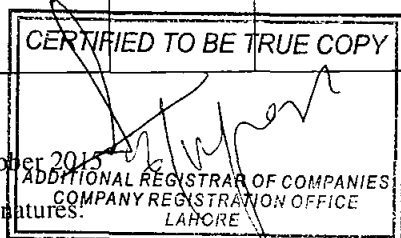
**V.** The Authorized Capital of the Company is Rs.6,000,000,000/- (Rupees Six Billion only) divided into 600,000,000 ordinary shares of Rs.10/- (Rupees Ten only) each with powers to the Company from time to time increase, consolidate, sub-divide or otherwise re-organize the Share Capital of the Company and to divide the shares in the Capital for the time being into several classes in accordance with the provisions of the Companies Ordinance, 1984.

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The Clause V substituted and approved by the Members in Extraordinary General Meeting held on March 07, 2016.

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 as set opposite to our respective name(s).

Name and Surname (Present & Former in Full)	Father's / Husband's Name in Full	Nationality with any Former Nationality	Occupation	Residential Address (in Full)	Number of shares taken by each subscriber	Signature
Mian Tariq Sayeed Saigol CNIC # 35200- 5293106-5	Mian Muhammad Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Mian Taufique Sayeed Saigol CNIC#37405- 0436841-7	Mian Muhammad Sayeed Saigol	Pakistani	Industrialist	House No. 1, Kohinoor Colony, Peshawar Road, Rawalpindi.	01 One	
Sayeed Tariq Saigol CNIC#35202- 0560944-1	Mian Tariq Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Waleed Tariq Saigol CNIC#35202- 8546058-7	Mian Tariq Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Mian Danial Taufique Saigol CNIC#37405- 7481343-9	Mian Taufique Sayeed Saigol	Pakistani	Industrialist	House No. 1, Kohinoor Colony, Peshawar Road, Rawalpindi.	01 One	
Syed Mohsin Raza Naqvi CNIC#352025- 155530-7	Syed Munawer Hussain Naqvi	Pakistani	Business Executive	House No. 208-B, Street No. 5, Cavalary Ground, Lahore	01 One	
Arif Ijaz CNIC#35201- 4540213-7	Mian Ijaz Ahmed	Pakistani	Business Executive	House # 113-X, Phase-3, D.H.A., Lahore Cantt.	01 One	
Maple Leaf Cement Factory Limited CUIN # 0001107 through its nominee Syed Mohsin Raza Naqvi CNIC#352025- 155530-7		Pakistani	Company	42-Lawrence Road, Lahore	999,993 Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Three	



Total Number of  
Shares Taken 1,000,000  
One Million

Dated this 8<sup>th</sup> day of October 2015

Witness to the above Signatures.

Signature : \_\_\_\_\_ Full Name: National Institutional Facilitation

Occupation : NIFT Full Address: Technologies (Private) Limited  
5<sup>th</sup> Floor, AWT Plaza, I. I. Chundrigar Road,  
Karachi.

**THE COMPANIES ORDINANCE, 1984**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**MAPLE LEAF POWER LIMITED**

**I. RELIMINARY**

**1. TABLE "A" Not to Apply**

The regulations in Table 'A' in the First Schedule to the Companies Ordinance, 1984 shall not apply to the company except so far as the same are repeated or contained in these articles.

**2. DEFINITIONS**

Unless the context otherwise requires, the terms used in these articles shall have the meanings set out below:

- (a) **"Articles"** mean these Articles of Association as originally framed or as from time to time altered by special resolution.
- (b) **"Board"** means the group of directors in a meeting duly called and constituted or, as the case may be, the directors assembled at a meeting.
- (c) **"Company"** means **MAPLE LEAF POWER LIMITED**.
- (d) **"Commission"** means the Securities and Exchange Commission of Pakistan established under section 3 of the Securities and Exchange Commission of Pakistan Act, 1997.
- (e) **"Directors"** mean the directors for the time being of the company, including alternate directors and, subsequently elected pursuant to Companies Ordinance, 1984 or as the case may be, the directors assembled at a board.
- (f) **"Dividend"** includes cash dividend, dividend in species and bonus shares.
- (g) **"Electronic"** includes electrical, digital, magnetic, optical, bio-metric, electro-chemical, wireless or electromagnetic technology.
- (h) **"Electronic Transactions Ordinance"** means the Electronic Transactions Ordinance, 2002.
- (i) **"In Person"** includes attendance and/or voting at a meeting, personally or by video or telephone-conference or other facility whereby all the participants of the meeting can hear and / or see each other unless expressly stated otherwise by the directors.
- (j) **"Instrument of Transfer"** includes transfer deeds.

- (k) **"Issue of Capital Rules"** mean Companies (Issue of Capital) Rules, 1996.
- (l) **"Member"** means a person whose name is for the time being entered in the register of members by virtue of his being a subscriber to the Memorandum of Association of the company or of his holding by allotment or otherwise any share, scrip or other security which gives him a voting right in the company.
- (m) **"Memorandum"** means the Memorandum of the company as originally framed or as from time to time altered in accordance with law.
- (n) **"Month"** means calendar month according to the English calendar.
- (o) **"Office"** means the registered office for the time being of the company.
- (p) **"Ordinance"** means the Companies Ordinance, 1984 or any modification or re-enactment thereof for the time being in force.
- (q) **"Proxy"** includes an attorney duly constituted under a power of attorney.
- (r) **"Record"** includes, in addition to a written or printed form, any disc, tape, sound-track, film or other device in which sounds and / or other data is embodied so as to be capable (with or without the aid of some other instrument or machine) of being reproduced there from in audible, legible or visual form.
- (s) **"Register"** means, unless the context otherwise requires, the register of members to be kept pursuant to section 147 of the Ordinance.
- (t) **"Registrar"** means a Registrar, defined in section 2(1)(31), performing the duty of registration of companies under the Ordinance.
- (u) **"Regulations"** mean the rules of governance of the company made by the board from time to time.
- (v) **"Seal"** means the common or official seal of the company.
- (w) **"Section"** means section of the Ordinance.
- (x) **"Sign" and "Signature"** unless otherwise provided in these articles, includes respectively lithography, printing facsimile, "advanced electronic signature" which is capable of establishing the authenticity and integrity of an electronic document, as defined by section 2(e) of the Electronic Transactions Ordinance, and names impressed with a rubber or other kind of stamp.
- (y) **"Special Resolution"** means the special resolution of the company as defined in section 2(1)(36) of the Ordinance.

### 3. INTERPRETATION

In these articles, unless the context otherwise requires

- (a) the singular includes the plural and vice versa and denoting any gender shall include all genders;



- (b) references to any Act, Ordinance, Legislation, or any provision of the same shall be a reference to that Act, Ordinance, Legislation, rules or regulations or provisions, as amended, re-promulgated or superseded from time to time;
- (c) the terms "include" or "Including" shall mean include or including without limitation;
- (d) expressions 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, including but not limited to, electronic transmission such as facsimile, and electronic mail or any other electronic process, as prescribed by section 3 of the Electronic Transactions Ordinance.
- (e) words importing persons shall include bodies corporate; and
- (f) words and expressions contained in these articles shall bear the same meaning as in the Ordinance.

#### PUBLIC LIMITED COMPANY

- 4. The company is a Public Limited company within the meanings of section 2(1), Clause (30) of the Companies Ordinance, 1984. The minimum subscription upon which the directors may proceed to allotment as defined in section 68 of the Ordinance is fixed at Rs.10,000,000/- (Rupees Ten Million only).

#### BUSINESS

- 5. All branches or kind of business which the company is either expressly or by implication authorized to undertake may be undertaken by the directors at such time or times as they shall think fit, and further may be allowed to them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the directors may deem it expedient not to commence or proceed with such branch or kind of business.

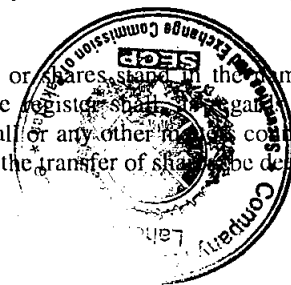
## II. CAPITAL

### SHARES

- 6. Subject to section 90 of the Ordinance and any rules in that regard made under the Ordinance, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the company may be issued with different rights, restrictions and privileges, including but not limited to the following as may be approved by the company by special resolution:
  - (a) different voting rights; voting rights disproportionate to the paid-up value of share held; voting rights for specific purposes only; or no voting rights at all;
  - (b) different rights for entitlement of dividend, right shares or bonus shares or entitlement to receive the notices and to attend the general meetings;
  - (c) rights and privileges for indefinite period, for a limited specified period or for such periods as may from time to time be determined by the company; and
  - (d) different manner and mode of redemption, including redemption in accordance with the provisions of these articles, or as prescribed in the Ordinance, including but not limited to, by way of conversion into shares

with such rights and privileges as determined by the company in the manner and mode provided in these articles.

7. Subject to provisions of the Ordinance and any rules in that regard made under the Ordinance, the company may issue shares which are to be redeemed or any other redeemable security, on such terms and in such manner as may be provided in the Ordinance and rules.
8. Subject to provisions of the Ordinance and these articles, the shares in the capital of the company for the time being, including any new shares resulting from an increase in the authorized capital, shall be under the control of the directors who may allot or otherwise dispose of the same or any of them to such persons as the directors shall determine and at such times and in such manner as the directors think fit, either at par or at a premium or subject to section 84 of the Ordinance at a discount. Provided that the shares in the capital of the company shall always be issued as fully paid shares and no shares shall be issued as partly paid shares.
9. The directors may allot and issue shares in the capital of the company as payment or part payment for any property sold or transferred, or for services rendered, to the company in the ordinary course of its business, and shares so allotted shall be issued as and shall be deemed to be fully paid shares.
10. The board shall, as regards any allotment of shares, duly comply with such provisions of the Ordinance and rules as may be applicable.
11. The company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock in the company or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares, debentures or debenture stock in the company. In case any commission is payable, the company shall comply with the provisions of section 82 of the Ordinance. The company may also pay expenses on any issue of shares or debentures or redeemable capital.
12. Except as permitted in the Ordinance and any rules in that regard made under the Ordinance, no part of the funds of the company shall be employed in the purchase of its own shares or in giving, whether directly or indirectly and whether by means of a loan, guarantee, 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 or any shares in the company.
13. Save as herein otherwise provided, the company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or as by statute required, be bound to recognize (even when having notice thereof) any *benami*, equitable, contingent, future, partial or other claim or right to or interest in such share on the part of any other person.
14. Shares may be registered in the name of persons, any limited company or other corporate body. Not more than four (04) persons shall be registered as joint-holders of any share.
15. If any share or shares stand in the name of two or more persons, the person first named in the register shall, in regard to receipt of dividend or bonus or service of notices and all or any other matters connected with the company except voting at the meeting and the transfer of shares, be deemed the sole holder.



## CERTIFICATES

16. The Certificates of title to shares and duplicate thereof shall be issued under the seal of the company and signed by two of the directors or by one such director and the secretary provided that such signatures may if necessary be printed lithographed or stamped subject to the approval of the directors.
17. The company shall within ninety days after the allotment of any shares, debentures or debenture stock and within forty-five days after receipt by the company of the application for transfer of any such shares, debentures or debenture stock complete and have ready for delivery the certificate of all shares, the debentures and the certificate of all debenture stock allotted or transferred, and unless sent by post or delivered to the person entitled thereto within the period aforesaid the company shall immediately thereafter give notice to that person in the manner prescribed in these articles for the giving of notices to members that the certificate is ready for delivery.
18. If a certificate of shares, debenture or debenture stock is proved to the satisfaction of the company to have been lost or destroyed or, being defaced or mutilated or torn, is surrendered to the company, and the company is requested to issue a new certificate in replacement thereof, the company shall, after making such enquiry as it may deem fit, advise the applicant within thirty days from the date of application the terms and conditions (as to indemnity and otherwise and as to payment of the actual expenses incurred on such enquiry and of a fee not exceeding ten rupees) on which the company is prepared to issue a new certificate and a time for compliance therewith or of the reasons why the company is unable to issue a new certificate, as the case may be, and in the former case if the applicant shall within the time allowed comply with the terms and conditions specified, the company shall issue a new certificate to the applicant within forty five days from the date of application.
19. The company shall not be bound to issue more than one certificate in respect of a share or shares held jointly by two or more persons and delivery of a certificate for a share to any one of joint holders shall be sufficient delivery to all.

## TRANSFER AND TRANSMISSION

20. (a) The directors shall not refuse to register the transfer of fully paid shares unless the Instrument of Transfer is defective or invalid or is not accompanied by the certificate of the share(s) to which it relates. The directors may also decline to recognize any Instrument of Transfer unless it is accompanied, in addition to the certificate of the shares to which it relates, by such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer. The directors may waive the production of any certificate upon evidence satisfactory on them of its loss or destruction.
- (b) If the directors refuse to register a transfer of any shares they shall, within thirty (30) days after the date on which the Instrument of Transfer was lodged with the company, send to the transferee and the transferor notice of the refusal indicating the reason for such refusal; provided that if the directors refuse to register a transfer of shares on account of a defect in or the invalidity of the Instrument of Transfer, the transferee shall be entitled, after removal of such defect or invalidity, to re-lodge the Instrument of Transfer with the company.

The instrument of Transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:

The Maple Leaf Power Limited  
 I/We \_\_\_\_\_  
 of \_\_\_\_\_ in consideration of the sum of Rupees \_\_\_\_\_  
 Paid to me /us by \_\_\_\_\_  
 of \_\_\_\_\_ hereinafter called the transferee (s), do hereby transfer to the said Transferee(s)  
 the \_\_\_\_\_ Ordinary Share(s) numbered \_\_\_\_\_

Standing in my/our name(s) in the books of Maple Leaf Power Ltd To hold unto the said transferee(s).  
 his/her/their executors, administrators and assigns subject to the several conditions on which I/We hold the  
 same at the time of the execution hereof, and I/We the said transferee(s) do hereby agree to accept and take the  
 said shares subject to the same conditions.

As witness our hands the \_\_\_\_\_ day of \_\_\_\_\_  
 Signed by the above named transferor in the presence of:

Witness	:	_____	Transferor's	_____
Occupation:	:	_____	Seller (s) Signature :	_____
CNIC # :	:	_____	CNIC # :	_____
Address :	:	_____	Address :	_____

Signed by the above named transferee(s) in the presence of

"I/we hereby declare that I am/we are not minor(s) and that I am/we are Nationals of Pakistan"

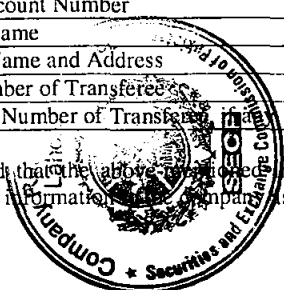
Witness	:	_____	<u>Transferee (s)</u>	_____
Occupation	:	_____	Buyer(s)	_____
CNIC #	:	_____	Signature :	_____
Address	:	_____	CNIC # :	_____
	:	_____	Occupation :	_____
	:	_____	Address :	_____

Received Transfer fee Rs. _____	Purchaser's Specimen Signature
On _____	_____
Entered in Register of Transfer No. _____	
Approved: _____ Director / Secretary	
On _____	

**DIVIDEND MANDATE** [Optional to be filled in by Transferee(s)/Buyer(s)] in case the transferee intends that the cash dividend declared by the company, if any is directly credited in his/her/its Bank Account, instead of issue of Dividend Warrants, then please fill in the following boxes:

DIVIDEND MANDATE DETAIL (TO BE FILLED IN BY TRANSFEREE/BUYER)	
Title of Bank Account	_____
Bank Account Number	_____
Bank's Name	_____
Branch Name and Address	_____
Cell Number of Transferee	_____
Landline Number of Transferee	_____

It is stated that the above information is correct, that I will intimate the changes in the above-mentioned information to the company as soon as these occur.



SIGNATURE OF THE TRANSFEREE(S)



21. No transfer shall be made to a minor or person of unsound mind. Further, no transfer shall be made to an individual if the instrument of transfer is not accompanied by a certified copy of the computerized national identity card of the transferee.
22. All registered instruments of transfer shall be retained by the company for a period of not less than 10 years, but any Instrument of Transfer which the directors may decline to register shall be returned to the person depositing the same.
23. The Instrument of Transfer of any share in the company shall be duly stamped and executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register in respect thereof.
24. On giving seven days previous notice in the manner provided in the Ordinance, the transfer books and register may be closed during such time as the directors think fit, not exceeding in the whole forty-five days in each year, but not exceeding thirty days at a time.
25. The executors or administrators or the nominee appointed under section 80 of the Ordinance of a deceased member (not being one of several joint-holders) shall be the only persons recognized by the company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of all registered shares, the survivors shall be the only persons, recognized by the company as having any title or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly, or with any other person. Before recognizing any executor or administrator, the directors may require him to obtain a Grant of Probate or nomination as mentioned above or Letters of Administration or other legal representation, as the case may be, from some competent Court in Pakistan provided nevertheless that in any case where the board in their absolute discretion think fit, it shall be lawful for the directors to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to indemnity or otherwise as the directors, in their absolute discretion, may consider necessary.
26. Any committee or guardian of a lunatic or minor member or any person becoming entitled to a share in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the characters in respect of which he proposes to act under this article, or of his title, as the directors think sufficient, shall have the right to be registered as a member in respect of such share, or may, subject to the regulations as to transfer hereinbefore contained, transfer such share.
27. Neither the company nor the directors nor any other officer of the company shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the company or the directors or any other officer of the company, as aforesaid, be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and, notwithstanding that the company may have notice that such Instrument of Transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or

otherwise in defective manner. And in every such case the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognized as the holder of such shares and the previous holder shall, so far as the company is concerned, be deemed to have transferred his whole title hereto.

#### ALTERATION OF CAPITAL

28. The company may by ordinary resolution and subject to compliance with the requirements of section 92 of the Ordinance increase the authorized share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. Subject to the provisions of section 92(1)(d), 92(3) and 93, the company may, by ordinary resolution;
- (a) consolidate and divide its share capital into shares of larger amount than its existing shares;
  - (b) by sub-division of its existing shares or any of them, divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association;
  - (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
29. The directors may from time to time increase the issued share capital by such sum as they think fit. Except as otherwise permitted by section 86 of the Ordinance, all shares intended to be issued by the directors shall, before issue, be offered to the members strictly in proportion to the amount of the issued shares held by each member; provided that fractional shares shall not be offered and all fractions less than a share shall be consolidated and disposed of by the company and the proceeds from such disposition shall be paid to such of the entitled members as may have accepted such offer. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think fit. In respect of each such offer of shares the directors shall comply with the provisions of section 86 of the Ordinance and in particular with the provisions of sub-sections (3), (4) and (5) thereof. Any difficulty in the apportionment of shares amongst the members, such difficulty shall, in the absence of any directions given by the company in general meeting, be determined by the directors.
30. Except so far as otherwise provided by the conditions of issue or by these articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to transfer and transmission and otherwise.
31. Subject to the provisions of sub-section (2) of section 86 of the Ordinance, if, owing to any inequality in the number of new shares to be issued and the number of shares held by a member entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the company in general meeting, be determined by the directors.

32. The company may, by special resolution, reduce its share capital in any manner, with and subject to, any incident authorized and consent required by law.
33. The share premium account maintained pursuant to section 83(1) of the Ordinance may, be applied by the company:
- (a) in writing off the preliminary expenses of the company;
  - (b) in writing off the expenses of, or the commission paid or discount allowed on, any issue of shares or debentures of the company;
  - (c) in providing for the premium payable on the redemption to any redeemable debentures of the company; or
  - (d) in paying up un-issued shares of the company to be issued as fully paid bonus shares.
34. Subject to the provisions of section 96 to 105 inclusive of the Ordinance, the directors may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.

#### VARIATION OF SHAREHOLDERS' RIGHTS

35. Whenever the capital is divided into different classes of shares, all or any of the rights and privileges attached to each class may, subject to the provisions of section 108 of the Ordinance, be modified, commuted, affected, abrogated or dealt with by agreement between the company and any person purporting to contract on behalf of that class provided such agreement is (a) ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class or (b) confirmed by a special resolution passed at an extraordinary general meeting of the holders of shares of that class and the provisions hereinafter contained as to general meetings, shall, mutatis mutandis, apply to every such meeting. This article shall not by implication curtail the power of modification which the company would have if this article were omitted.

### III. MEETINGS

#### CONVENING OF GENERAL MEETINGS

36. The statutory general meeting of the company shall be held within the period required by section 157.
37. A general meeting to be called annual general meeting, shall be held in accordance with provisions of section 158, within eighteen months from the date of incorporation of the company thereafter the company shall hold a general meeting once at least in every calendar year within a period of four months following the close of its financial year in the town in which the office is situate and at such time and place as may be determined by the directors, provided that no greater interval than fifteen months shall be allowed to elapse between two such general meetings. The company may, for any special reason and with permission of the Commission, extend the time within which any annual general meeting, not being the first such meeting, shall be held.
38. The company shall hold its annual general meeting in the town in which the registered office is situate; provided that, it may, for any special reason and with permission of the Commission, hold the said meeting at any other place.

39. All general meetings of the company, other than the statutory meeting or any annual general meeting, shall be called extraordinary general meetings.
40. The directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the company, forthwith proceed to convene an extraordinary general meeting of the company. If at any time there are not within Pakistan sufficient directors capable of acting to form a quorum, any director of the company may call an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be called by the directors, and in the case of such requisition the following provisions shall have effect:
- (a) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office and may consist of several documents in like form each signed by one or more requisitionists.
  - (b) If the directors do not proceed within 14 days or as prescribed otherwise in the Ordinance, from the date of the requisition being so deposited to cause a meeting to be called, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
  - (c) Any meeting convened under this article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the directors but shall be held at the office.
  - (d) A requisition by joint-holders of shares must be signed by all such holders.
41. (a) Notice of a general meeting shall be sent in the manner hereinafter mentioned at least twenty one (21) days or as prescribed otherwise in the Ordinance, before the date on which the meeting is to be convened to all such persons as are under these articles or the Ordinance entitled to receive such notices from the company and shall specify the place and the day and hour of the meeting and the nature of the business to be transacted thereat.
- (b) In the case of an emergency affecting the business of the company, an extraordinary general meeting may be convened by such shorter notice as the Registrar may authorize.
- (c) Where any special business, that is to say, business other than consideration of the accounts, balance sheet and the reports of the directors and auditors, the declaration of dividend, the appointment and fixation of the remuneration of auditors and, where the notice convening the meeting provides for the election of directors, the election of directors (all such matters being herein referred to as ordinary business) is to be transacted at a general meeting, there shall be annexed to the notice of such meeting a statement setting out all such facts as may be material for the consideration of such business including the nature and extent of the interest (whether direct or indirect) of any director, and where the item of business involves approval of any document, the time and place

appointed for inspection thereof, and to the extent applicable such a statement shall be annexed to the notice also in the case of ordinary business to be transacted at the meeting.

- (d) Where a resolution is intended to be proposed for consideration at a general meeting in some special or particular form, a copy thereof shall be annexed to the notice convening such meeting.
  - (e) If a special resolution is intended to be passed at a general meeting, the notice convening that meeting shall specify the intention to propose the resolution as a special resolution.
  - (f) A notice for a general meeting at which an election of directors is to take place shall state the number of directors to be elected at that meeting and the names of the retiring directors.
  - (g) The notice of every general meeting shall prominently specify that a proxy may be appointed who shall have the right to attend, demand or join in demanding a poll and vote on a poll and speak at the meeting in the place of the member appointing him and shall be accompanied by a form of proxy acceptable to the company.
  - (h) The company shall comply with the provisions of section 160(1) and section 50 of the Ordinance with regard to giving notices of general meetings.
42. The accidental omission to give any such notice to, or the non-receipt of notice by, any of the member, shall not invalidate the proceedings at any such meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

43. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise, provided two (02) members present in person or by proxy representing twenty five percent (25%) of the total voting power shall be a quorum.
44. The Chairman of the board of directors shall preside as Chairman at every general meeting of the company, or if there is no such Chairman, or if he shall not be present in person within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Chief Executive shall preside as Chairman of the meeting, or if the Chief Executive is absent or unwilling to act, any one of the directors present in person may be elected to be Chairman of the meeting, or if no director be present in person, or if all the directors present in person decline to take the chair, the members present in person shall choose one of their member to be Chairman of the meeting.
45. If within half-an-hour from the time appointed for the meeting, a quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for it, the meeting shall be dissolved.

46. The Chairman may 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 more than seven days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. The following are the directors of the company who shall hold office until first annual general meeting and thereafter shall be eligible for re-election.
- i. Mian Tariq Sayeed Saigol
  - ii. Mian Taufique Sayeed Saigol
  - iii. Sayeed Tariq Saigol
  - iv. Waleed Tariq Saigol
  - v. Mian Danial Taufique Saigol
  - vi. Syed Mohsin Raza Naqvi
  - vii. Arif Ijaz
47. In the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as member.
48. (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with paragraph (2) of this article, and unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book or electronic record of the proceeding of the company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against, the resolution.
- (b) Any of the following persons may demand a poll:
- (i) The Chairman of the meeting, or
  - (ii) Two members having the right to vote on the resolution and present in person or by proxy; or
  - (iii) Any member or members present in person or by proxy having not less than one-tenth of the total voting power in respect of the resolution.
49. If a poll is demanded, as aforesaid, it shall be taken (subject to section 168 of the Ordinance) in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment of not more than fourteen days from the day on which the poll is demanded, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was held. The demand for a poll may be withdrawn at any time by the person or persons who made the demand. In case of any dispute as to the admission or rejection of a vote, the Chairman of the meeting shall determine the same, and such determination, made in good faith shall be final and conclusive.
50. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

A poll demanded on any other question shall be taken at such time, not being more than 14 days from the day on which the poll is demanded as the Chairman of the meeting directs.

51. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

#### VOTES OF MEMBERS

52. Subject to section 160 and any rights or restrictions for the time being attached to any class or classes of shares, every member present in person (where all the participants of a general meeting can see each other) shall have, whether on a show of hands or on a poll, votes proportionate to the paid up value of the shares or other securities carrying voting rights held by him according to the entitlement of the class of such shares or securities, as the case may be provided that, the provisions of section 178 shall apply in the case of the election of directors.
53. On a show of hands, every member present in person shall have one vote and upon a poll every member present in person or by proxy shall have one vote in respect of each share held by him.
54. On a poll a member entitled to more than one vote need not if he votes, use all his votes or cast all the votes he uses in the same way.
55. Any company or other corporation which is a member of the company may by resolution of its directors or other governing body authorized as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the company or corporation which he represents as that company or corporation could exercise if it were an individual member of the company, present in person. The production before or at the meeting of a copy of such resolution purporting to be signed by a director or the secretary of such company or corporation and certified by him as being a true copy of the resolution shall be accepted by the company as sufficient evidence of the validity of the appointment of such representative.
56. Any person having any shares may vote at any general meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the directors of his right to such shares, or the directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or non compos mentis, he may vote, whether by a show of hands or at a poll, by his committee, curator bonis or other legal curator and such last mentioned persons may give their votes by proxy.
57. Where there are jointly registered holders of any share, any one of such persons may vote at any meeting either in person or by proxy in respect of such share as if he was solely entitled thereto; and if more than one of such joint-holders be present at any meeting, either in person or by proxy, that one of the said persons so present whose name stands first in the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this article be deemed joint holders thereof.

58. On a poll votes may be given either in person (including without limitation a representative of a company duly authorized by proxy.)
59. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
60. The instrument appointing a proxy shall be in writing under the hand of the appointer (such expression shall exclude any reference to the Electronic Transactions Ordinance in accordance section 31(1) of the Electronic Transactions Ordinance) or of his attorney duly authorized in writing (such expression shall exclude electronic transmission as prescribed by section 3 of the Electronic Transactions Ordinance) or if such appointer is a corporation under its common seal or signed by an officer or an attorney duly authorized by it (Such expression shall exclude any reference to the Electronic Transactions Ordinance in accordance section 31 (1) of the Electronic Transactions Ordinance). No person shall be appointed a proxy who is not a member of the company and qualified to vote.
61. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power or authority, shall be deposited Such expression shall hereinafter include, where permitted by law, receipt in accordance with section 15 of the Electronic Transactions Ordinance) at the office 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.
62. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity, revocation or transfer of the share shall have been received at the office before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.
63. Every instrument appointing a proxy shall, as nearly as circumstances will admit, be in the form or to the effect following and shall be retained by the company:

**PROXY FORM**  
**MAPLE LEAF POWER LIMITED**

"I / We \_\_\_\_\_  
of \_\_\_\_\_

being a member of **Maple Leaf Power Limited** hereby appoint.

\_\_\_\_\_  
(Name)



of \_\_\_\_\_ another member of the company  
or failing him / her \_\_\_\_\_  
(Name)

of \_\_\_\_\_ another member of the company

as my / our proxy to attend and vote for and on my / our behalf, at the (annual / extraordinary, as the case may be) general meeting of the company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof."

Provided always that an instrument appointed a proxy may be in the form set out in accordance with the relevant regulation of Table A of the First Schedule to the Ordinance.

#### IV. DIRECTORS

##### NUMBER OF DIRECTORS

64. Subject to the provisions of these articles and the Ordinance, all directors shall be elected by the members in general meeting.
65. The company shall have at least seven directors. Subject to the said minimum, the directors themselves shall determine from time to time in the manner provided in this article the number of directors that the company shall have. At least thirty-five (35) days before the date of every general meeting at which directors are intended to be elected, the directors shall fix the number of elected directors that the company shall have from the effective date of the election and the number of such directors who shall be elected at the meeting. The number of elected directors so fixed by the directors shall not be changed except with the prior approval of the company in general meeting.

##### ALTERNATE DIRECTORS

66. A director who is out of Pakistan for not less than three (3) months may, with the approval of the board of directors and by notice in writing under his hand appoint any duly qualified person to be an alternative director, during his absence and such appointment shall have effect, and such appointee while he holds office as alternate director shall be entitled to notice of meetings of the directors and to attend and vote there at accordingly, but shall ipso facto vacate office if and when the appointer returns to Pakistan or vacate office as a director or removed the appointee from office by notice in writing under his hand.
67. An alternate director, even if not a member, shall, in the absence of a direction to the contrary in the instrument appointing him, be entitled to notice of general meetings of the company and to vote at such meetings on behalf of his appointer, if his appointer is a member of the company, and generally to represent his appointer.

##### CHIEF EXECUTIVE AND OTHER PRINCIPAL OFFICERS OF THE COMPANY

68. The company shall have an office of Chief Executive which shall be filled from time to time by the directors who may appoint a director or (subject to section

201 of the Ordinance) any other person to be the Chief Executive of the company for a period not exceeding three years and on such terms and conditions as the directors may think fit, and such appointment shall be made within fourteen days from the date on which the office of Chief Executive falls vacant. If the Chief Executive at any time is not already a director he shall be deemed to be a director of the company notwithstanding that the number of directors shall thereby be increased and he shall be entitled to all the rights and privileges and shall be subject to all liabilities of the office of director. Upon the expiry of his period of office, a Chief Executive shall be eligible for re-appointment. The Chief Executive may be removed from office in accordance with the provisions of section 202 of the Ordinance notwithstanding anything contained in these articles or in any agreement between the company and the Chief Executive.

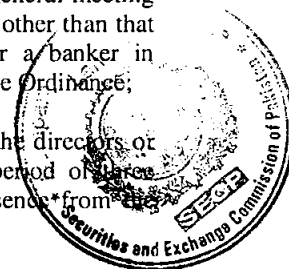
69. The directors may appoint other principal officers of the company including chief operating officer, chief financial officer and the company secretary and give such officer such designations and with such terms and conditions as the directors may determine from time to time.
70. A Chief Executive of the company shall receive such remuneration as the directors may determine and it may be made a term of his appointment that he be paid a pension and/or gratuity and/or other benefits on retirement from his office.
71. The directors may from time to time entrust to and confer upon the Chief Executive for the time being such of the powers exercisable under these articles by the directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers, either collaterally with, or to the exclusion of, and in substitution for all or any of the powers of the directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### QUALIFICATION AND REMUNERATION OF DIRECTORS

72. Any director who serves on any committee or who devotes special attention to the business of the company, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration as the directors may determine from time to time. The remuneration of a director for attending meetings of the board shall from time to time be determined by the directors.
73. Each director of the company may, in addition to any remuneration receivable by him, be reimbursed his reasonable travelling and hotel expenses incurred in attending meetings of the directors or of the company or otherwise whilst employed on the business of the company.
74. The qualification of an elected director, in addition to his being a member, where required, shall be his holding shares of the nominal value of Rs. 10,000 at least in his own name, but a director representing the interests of a member or members holding shares of the nominal value of Rs. 10,000 at least shall require no such share qualification. A director shall not be qualified as representing the interests of a member or members holding shares of the requisite value unless he is appointed as such representative by the member or members concerned by notice in writing addressed to the company specifying the shares of the requisite value appropriated for qualifying such director. Shares thus appropriated for

qualifying a director shall not, while he continues to be such representative, be appropriated for qualifying any other director. A director shall acquire his share qualification within two (2) months from the effective date of his appointment director.

75. The continuing directors may act notwithstanding any vacancy in their body so long as their number is not reduced below the number fixed by or pursuant to these articles as the necessary quorum of directors.
76. The office of a director shall ipso facto be vacated if:
- (a) he ceased to hold the share qualification, if any, necessary for his appointment; or
  - (b) he is found to be of unsound mind by a court of competent jurisdiction; or
  - (c) he is adjudged an insolvent; or has applied to be adjudicated as an insolvent and his application is pending or is an undischarged insolvent; or
  - (d) he has been convicted by a court of law for an offence involving moral turpitude;
  - (e) he or any firm of which he is a partner or any private company of which he is a director without the sanction of the company in general meeting accepts or holds any office of profit under the company other than that of a chief executive or legal or technical adviser or a banker in contravention of the provisions of section 188 (c) (i) of the Ordinance;
  - (f) he absents himself from three consecutive meetings of the directors or from all meetings of the directors for a continuous period of three months, whichever is the longer, without leave of absence from the board of directors; or
  - (g) he or any firm of which he is a partner or any private company of which he is a director accepts a loan or guarantee from the company in contravention of section 195 of the Ordinance; or
  - (h) he acts in contravention of section 214 of the Ordinance; or
  - (i) by notice in writing to the company he resigns his office; or
  - (j) he is removed from office by resolution of the company in general meeting in accordance with section 181 of the Ordinance;
  - (k) his appointment is withdrawn by the Authority nominating him as director;
  - (l) he has betrayed lack of fiduciary behaviour and a declaration to the effect has been made by the court under section 217 of the Ordinance at any time during the preceding five years.
77. Subject to authorization being given by the directors in accordance with section 196(2)(g) of the Ordinance, a director shall not be disqualified from contracting with the company either as vendor, purchaser or otherwise, nor shall any such



contract or arrangement entered into by or on behalf of the company with any company or partnership of or in which any director of the company shall be a member or otherwise interested, be avoided, nor shall any such director so contracting or being such member or so interested be liable to account to the company for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship so established. A director who, or whose spouse or minor child, is in any way, whether directly or indirectly, concerned or interested in any contract or arrangement or proposed contract or arrangement with the company shall disclose the nature of such concern or interest in accordance with section 214 of the Ordinance that is to say:

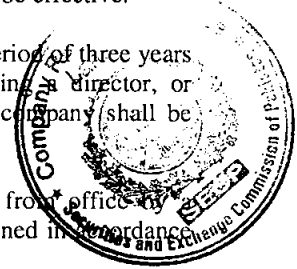
- (a) in the case of a contract or arrangement to be entered into, at the meeting of the directors at which the question of entering into the contract or arrangement is first taken into consideration or, if the director was not, on the date of that meeting, concerned or interested in the contract or arrangement, at the first meeting of the directors held after he becomes so concerned or interested; and
- (b) in the case of any other contract or arrangement, at the first meeting of the directors held after the director becomes concerned or interested in the contract or arrangement.

78. A general notice that any director of the company is a director or a member of any other named company or is a member of any named firm and is to be regarded as interested in any subsequent transaction with such company or firm shall, as regards any such transaction, be sufficient disclosure under this article. Provided, however, that any such general notice shall expire at the end of the financial year in which it was given and may be renewed for a further period of one financial year at a time by giving fresh notice in the last month of the financial year in which it would otherwise expire.
79. Whereby any contract or resolution of the directors an appointment or a variation in the terms of an existing appointment is made (whether effective immediately or in the future) of a Chief Executive, whole time director or secretary of the company, in which appointment of any director of the company is, or after the contract or resolution becomes, in any way, whether directly or indirectly, concerned or interested, or whereby any contract or resolution of the directors, an appointment or a variation in the terms of appointment is made (whether effective immediately or in the future) of a Chief Executive, the company shall inform the members of such appointment or variation in the manner required by section 218 of the Ordinance and shall comply with the requirements of that section in regard to the maintaining of such contracts and resolutions open for inspection by members at the office, the provision of certified copies thereof and extracts therefrom and otherwise.
80. In accordance with section 219, the company shall maintain at its office a register or electronic record, in which shall be entered separately particulars of all contracts, arrangements or appointments in which the directors are interested. Such register or electronic record shall be open to inspection to the members during business hours, subject to any reasonable restriction that may be imposed by the company in general meeting.
81. A director of the company may be or become a director of any other company promoted by the company or in which the company may be interested as a

vendor, shareholder or otherwise, and no such director shall be accountable for any benefits received as a director or member of such other company.

### ELECTION OF DIRECTORS

82. The number of directors determined by the directors under section 178 shall be elected to office by the members in general meeting in the following manner, namely;
- (a) a member present in person or by proxy shall have such number of votes as is equal to the product of voting shares held by him and the number of directors to be elected
  - (b) 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, and
  - (c) 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.
83. If the number of persons who offer themselves to be elected as directors is not more than the number of vacancies for which elections are being held, such persons being otherwise eligible shall be deemed to have been elected as directors from the date on which the election was proposed to be effective.
84. A director elected under section 178 shall hold office for a period of three years unless he earlier resigns or becomes disqualified from being a director, or otherwise ceases to hold office. A retiring director of the company shall be eligible for re-election.
85. The company in general meeting may remove a director from office by resolution passed with the requisite number of votes determined in accordance with the provisions of section 181 of the Ordinance.
86. Any casual vacancy occurring among the directors may be filled up by the directors, and the person so appointed shall hold office for the remaining period of the director in whose place he is appointed. Provided that the directors may not fill a casual vacancy by appointing any person who has been removed from the office of a director of the company.
87. No person including a retiring director of the company shall be eligible for election to the office of director of the company at any general meeting unless he has, not less than fourteen days before the date of the meeting, left at the office, a notice in writing, duly signed, signifying his candidature for the office.
88. The company shall keep at the office a register of the directors and officers, containing the particulars required by section 205 of the Ordinance and the company shall otherwise comply with the provisions of that section as regards furnishing returns to the Registrar and giving inspection of the register.



## PROCEEDINGS OF DIRECTORS

89. The directors shall meet in accordance with the Ordinance. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.
90. The quorum necessary for the transaction of the business of the directors shall be one-third of the number of directors or four directors, whichever is greater, present in person. An alternate director whose appointment is effective shall be counted in a quorum. If all the directors except one are disqualified from voting, the matter should be decided in general meeting.
91. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors. Such meetings may be held using any technology consented to by all the directors, including but not limited to telephone and video conferencing. The consent may be a standing one, withdraw able by a director only within a reasonable period of time before the meeting. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from Pakistan.
92. The board of directors of the company shall from time to time elect one of the directors as Chairman of the board of directors of the company and determine the period for which he is to hold office and his remuneration. The Chairman or in his absence the Chief Executive shall preside over all meetings of the board of directors, but if at any meeting neither the Chairman nor the Chief Executive is present in person within half an hour of the time appointed for holding the same, the directors present in person may choose one of their number to be Chairman of the meeting.
93. A meeting of the directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under these articles for the time being vested in or exercisable by the directors generally.
94. The directors may from time to time delegate of their powers to committees consisting of such two members or more members of their body as they think fit, and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the directors.
95. The meeting and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors, so far as the same are applicable thereto.
96. All acts done by any meeting of the directors or by a committee of the directors or by any person acting as a director of the company shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment or continuance in office of any such directors or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a director and had been entitled to be a director. Provided that nothing in this article shall be deemed to give validity to acts done by any such director after the appointment of such director has been shown to be invalid.

97. A resolution, other than resolution in respect of any matter specified in section 196(2) of the Ordinance circulated through fax or email or any form of electronic transmission to all the directors for the time being entitled to receive notice of a meeting of the directors, passed without any meeting of the directors or of a committee of directors and signed or affirmed through fax or email or any form of electronic transmission, by a majority of all directors in writing under the hands of all directors (or in their absence their alternate directors) for the time being in Pakistan, being not less than the quorum required for meetings of the directors, or as the case may be of the members of the committee, shall be valid and effectual as if it had been passed at the meeting of the directors, or as the case may be of such committee, duly called or constituted. The resolution in writing of the company may consist of several copies of a document signed by one or more director(s) and takes effect at the date and time on which the last director, necessary for the resolution to be passed, signs a copy of the resolution; or a record of several signed electronic messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be and such a resolution takes effect on the date on which the last director's message, necessary for the resolution to be passed, is received.
98. If any director of the company, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from his place of business for the time being for any of the purposes of the company or in giving special attention to the business of the company as a member of a committee of the directors, the company may remunerate such director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the directors, and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided for the directors.

#### MINUTES

99. The directors shall cause minutes to be duly entered in books provided for the purpose of or as an electronic record, of,
- (a) all appointments of officers;
  - (b) the names of the directors present in person at each meeting of the directors and of any committee of the directors;
  - (c) all orders made by the directors and committees of the directors;
  - (d) all resolutions and proceedings of general meeting and of meetings of the directors and of the committees of the directors;

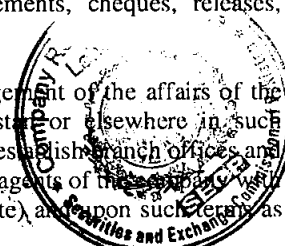
and any such minutes of any meeting of the directors or of any such committee or of the company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be prima facie evidence of the matter stated in such minutes.

#### POWERS AND DUTIES OF DIRECTORS

100. The directors shall duly comply with the provisions of the Ordinance, and without prejudice to the generality of the foregoing, the company shall comply with the provisions of the Ordinance in regard to the registration of the particulars of mortgages and charges affecting the property of the company or

and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

- (g) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the company any property belonging to the company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustee or trustees.
- (h) To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers or otherwise concerning the affairs of the company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the company.
- (i) To refer claims or demands by or against the company to arbitration and observe and perform the awards.
- (j) To make and give receipts, releases and other discharges for money payable to the company and for the claims and demands of the company.
- (k) To act on behalf of the company in all matters relating to bankrupts and insolvents.
- (l) To determine who shall be entitled to sign on the company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
- (m) From time to time to provide for the management of the affairs of the company either in different parts of Pakistan or elsewhere in such manner as they think fit, and in particular to establish branch offices and to appoint any persons to be the attorneys or agents of the company with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
- (n) To invest and deal with any of the moneys of the company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (o) To execute in the name and on behalf of the company in favor of any director of the company or other person who may incur or be about to incur any personal liability for the benefit of the company, such mortgages of the company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (p) To give to any person employed by the company, a commission on the profits of any particular business or transaction or a share in the general profits of the company, and such commission or share of profits shall be treated as part of the working expenses of the company.





- (q) From time to time to make, vary and repeal bye-laws for the regulation of the business of the company, its employees.
- (r) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the company.
- (s) To establish, maintain, support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the company or its employees, or may be connected with any town or place where the company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who have served the company or to the wives, children, or dependants of such person or persons, that may appear to the directors just or proper, whether any such person, his widow, children or dependants, have or have not a legal claim upon the company.
- (t) Subject to the provisions of section 227 of the Ordinance, before recommending any dividends, to set aside portions of the profits of the company to form a fund to provide for such pensions, gratuities, or compensation; or to create any provident or benefit fund in such or any other manner as to the directors may seem fit.
- (u) Subject to the provision of the Ordinance to accept from any member on such terms and conditions as shall be agreed a surrender of his shares or any part thereof.
- (v) To make advances and loans without security or on such security as they may deem proper and as permissible under the law.
- (w) To make and alter rules and regulations concerning the time and manner of payment of the contributions of the employees and the company respectively to any such funds and the accrual, employment, suspension and forfeiture of the benefits of the said fund and the application and disposal thereof, and otherwise in relation to the working and management of the said fund as the directors shall from time to time think fit.
- (x) To delegate all or any of the powers hereby conferred upon them to such person or persons as they may from time to time think fit.
- (y) Subject to section 213 of the Ordinance to authorise the having of an official seal of the company for use abroad.

#### REGISTER OF DIRECTORS SHAREHOLDINGS

103. In accordance with section 220, the company shall maintain at its office a register or electronic record of the directors or officers as said in the section.

#### POWER OF ATTORNEY

104. The directors may from time to time and at any time by power of attorney appoint any company, firm or person (including any director or officer of the company) or body of persons, whether nominated directly or indirectly by the

directors, to be the attorney or attorneys of the company for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney to delegate all or any of the powers, authorities and discretions vested in him; and without prejudice to the generality of the foregoing any such power of attorney may authorize the attorney to institute, conduct, defend, compound or abandon any legal proceedings by or against the company, whether generally or in any particular case.

### BORROWING POWERS

105. (a) The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and assets (both present and future), and to issue debentures, debenture stocks, and other securities, whether outright or as collateral security for any debt, liability or obligation of the company or of any third party.
- (b) In exercising the powers of the company aforesaid the directors may, from time to time and on such terms and conditions as they think fit, raise money from banks and financial institutions and from other persons under any permitted system of financing, whether providing for payment of interest or some other form of return, and in particular the directors may raise money on the basis of the mark up on price, musharika, modaraba or any other permitted mode of financing, and without prejudice to the generality of the foregoing the directors may exercise all or any of the powers of the company arising under section 19(2) of the Ordinance.
- (c) In regard to the issue of securities, the directors may exercise all or any of the powers of the company arising under sections 19(2), 87 and 120 of the Ordinance and in particular the directors may issue any security as defined in section 2(1)(34) of the Ordinance or may issue any instrument or certificate representing redeemable capital as defined in section 2(1)(30A) of the Ordinance or participatory redeemable capital as defined in section 2(1)(25) of the Ordinance.
106. Debentures, debenture-stock, bonds and other securities may be made assignable free from any equities between the company and the person to whom the same may be issued.
107. Any debentures, debenture-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing, allotment of shares, attending and voting at general meetings of the company, appointment of directors of the company or otherwise.
108. The directors shall cause a proper register to be kept in accordance with the provisions of section 135 of the Ordinance, of all mortgages and charges specifically affecting the property of the company, and shall duly comply with the provisions of the sections of the Ordinance, namely, sections 121 and 122 (Registration of mortgages and charges), section 128 (Endorsement of certificates), section 129 (Filing of prescribed particulars), section 130 (Keeping of a copy of every instrument creating any mortgage or charge by the company at the office) and section 132 (Giving of intimation of the payment or satisfaction of any charge or mortgage created by the company).

## V. ACCOUNTS AND DIVIDENDS

### BOOKS OF ACCOUNT

(References to books of account, balance sheet, profit and loss account and auditors' report shall hereinafter mutatis mutandis include all electronic forms of record or storage of the company.)

109. The directors shall cause to be kept proper books of account with respect to the matters set out in section 230 of the Ordinance.
110. The books of account shall be kept at the office or at such other place as the directors think fit, and shall be open to inspection by the directors during business hours.
111. The company shall preserve in good order the books of account of the company in respect of any financial year for a period of ten years following the close of that year.
112. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of the members, and no member (not being a director of the company) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the directors or by the company in general meeting.
113. (a) The directors shall arrange to place before the annual general meeting of the company in every year a duly audited balance sheet and profit and loss account having the auditors' report attached thereto, and a report of the directors conforming to the requirements of section 236 of the Ordinance.  
  
(b) As required by section 241 of the Ordinance the balance sheet and profit and loss account shall first be approved by the directors and when so approved shall be signed by the Chief Executive and at least one director but if on account of his absence from Pakistan or other reason the signature of the Chief Executive cannot be obtained, the balance sheet and profit and loss account shall be signed by at least two directors for the time being in Pakistan, and in every such case a statement signed by those two directors shall be subjoined to the balance sheet and profit and loss account stating the reason why the signature of the Chief Executive was not obtained.  
  
(c) The directors may authorize the Chairman of the Board or the Chief Executive to sign the report of the directors which may then be signed accordingly, but in the absence of any such authority the report of the directors shall be signed as required by section 236(3) of the Ordinance in the same manner as the balance sheet and profit and loss account.
114. (a) A copy of the balance sheet, profit and loss account and the reports of the directors and auditors shall be sent not less than twenty one (21) days or as prescribed otherwise in the Ordinance, before the date of the annual general meeting to the members and other persons entitled to receive notices of general meetings in the manner in which notices are to be given.

- (b) After the balance sheet, profit and loss account and the reports of the directors and auditors have been laid before the annual general meeting of the company, two copies thereof (or such larger number as may be prescribed under section 242(1) of the Ordinance) signed by the signatories thereto shall be filed with the Registrar within thirty days from the date of the meeting.

115. The directors shall in all respects comply with the provisions of sections 230 to 236 of the Ordinance.

#### ANNUAL RETURNS

116. The company shall make the requisite annual returns in accordance with the provisions of section 156 of the Ordinance.

#### DIVIDENDS

117. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
118. No dividend shall be paid otherwise than out of the profits of the year or any other undistributed profits, and in the determination of the profits available for dividends the directors shall have regard to the provisions of the Ordinance.
119. The declaration of the directors as to the amount of the net profits of the company shall be conclusive.
120. The directors may from time to time pay to the members such interim dividends as in their judgment the position of the company justifies.
121. All dividends declared shall be paid within the periods specified in section 251 of the Ordinance. No dividend payable in respect of a share shall bear interest against the company.
122. The directors may retain any dividends on which the company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
123. Any general meeting declaring a dividend may resolve that such dividend be paid and satisfied wholly or in part in cash or by the distribution of specific assets, and in particular by the distribution of paid-up shares, debentures, debenture-stock or other security of the company, or paid-up shares, debentures, debenture-stock or other security of any other company, or in any one or more of such ways.
124. Any general meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the company standing to the credit of the reserve fund or in the hands of the company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst such of the members as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such fund be applied on behalf of such members in paying up in full any un-issued shares, debentures, debenture-stock or other security of the company, which shall be distributed accordingly,



and that such distribution or payment shall be accepted by such members in full satisfaction of their interest in the said capitalized sum.

125. For the purpose of giving effect to any resolution, the directors may settle any difficulty which may arise in regard to the distribution as they think expedient and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may deem expedient to the directors. Where requisite a proper contract shall be filed in accordance with the provisions of section 73 of the Ordinance, and the directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalized fund, and such appointment shall be effective.
126. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer.
127. The directors may retain the dividends payable upon shares in respect of which any person is entitled to become a member or which any person under that article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.
128. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividend and payments on account of dividends in respect of such share.
129. The dividend in respect of any share shall be paid to the registered holder of such share or to his banker or to a financial institution (as defined in section 2(1)(15A) of the Ordinance) nominated by him for the purpose. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through post to the registered address of the member or person entitled thereto, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding, or to such financial institution or bank as the member or person entitled thereto or such joint-holders, as the case may be, direct, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, or to the order of the institution or bank, directed as aforesaid.
130. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the directors for the benefit of the company until claimed and all dividends unclaimed for three years after having been declared may be forfeited by the directors for the benefit of the company, but the directors may annul the forfeiture where they may think proper.

#### RESERVE AND DEPRECIATION FUNDS

131. The directors may from time to time before recommending any dividend set apart any and such portion of the profit of the company as they think fit as a reserve fund to meet contingencies or for the liquidation of any debentures, debts or other liabilities of the company, for equalization of dividends or for repairing, improving, and maintaining any of the property of the company, and for such other purposes as the directors in their absolute discretion think conducive to the interests of the company; and may invest the several sums so set aside upon such investments (other than shares of the company) as they may think fit, and from time to time deal with and vary such

investments, and dispose of all or any part thereof for the benefit of the company, and may divide the reserve fund into such special funds as they think fit, with full power to employ the reserve funds or any part thereof in the business of the company, and that without being bound to keep the same separate from the other assets.

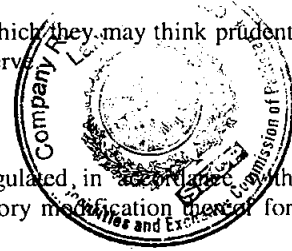
132. The directors may, from time to time before recommending any dividend, set apart any and such portion of the profits of the company, as they think fit, as a depreciation fund applicable at the discretion of the directors, for providing against any depreciation in the investment of the company or for rebuilding, restoring, replacing or for altering any part of the buildings, work, plant, machinery, or other property of the company destroyed or damaged by fire, flood, storm, tempest, earthquake, accident, riot, wear and tear, or any other means whatsoever, and for repairing, altering and keeping in good condition the property of the company, or for extending and enlarging the buildings, machinery and property of the company with full power to employ the assets constituting such depreciation fund in the business of the company, and that without being bound to keep the same separate from the other assets.
133. All moneys carried to the reserve fund and depreciation fund respectively shall nevertheless remain and be profits of the company applicable, subject to due provision being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the company not immediately required for the purposes of the company may be invested by the directors in or upon such investment or securities as they may select or may be used as working capital or may be kept at any bank on deposit or otherwise as the directors may from time to time think proper.
134. The directors may also carry forward any profits which they may think prudent not to distribute, without setting them aside as a reserve.

#### VI. AUDIT

135. Auditors shall be appointed and their duties regulated, in accordance with sections 252 to 255 of the Ordinance or any statutory modification thereof for the time being in force.

#### VII. SEAL

136. The directors shall provide a common seal of the company which shall not be affixed to any instrument except by the authority of a resolution of the board or by a committee of directors authorized in that behalf by the directors, and two (2) directors, or one (1) director and the secretary of the company, shall sign every instrument to which the common seal is affixed.
137. The directors may provide for the use in any territory, district or place not situated in Pakistan, of an 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 official seal shall not be affixed to any instrument except by the authority of a resolution of the board or by a committee of directors authorized in that behalf by the directors, and two (2) directors, or one (1) director and the secretary of the company, or such other person as the directors may appoint for the purpose, shall sign every instrument to which the official seal is affixed. The provisions of section 213 shall apply to the use of the official seal.



## VIII. NOTICES

138. A notice may be given by the company to any member either personally or by sending it by post to him at his registered address or (if he has no registered address in Pakistan) to the address, if any, within Pakistan supplied by him to the company for the giving of notices to him or in electronic form as prescribed by section 3 of the Electronic Transactions Ordinance.

## IX. AMALGAMATION, DIVISION AND RECONSTRUCTION

139. Subject to and in accordance with the provisions of section 287, the company may reconstruct, amalgamate into another company or divide into two (2) or more companies in the process of which the whole or any part of the undertaking, property or liabilities of the company or any other company, may be transferred to any other company or the company, respectively, as the case may be. Provided that any sale of the undertaking of the company, the directors, or the liquidator on a winding up, may, if authorized by a special resolution, accept fully paid shares, debentures or securities of any other company, whether incorporated in Pakistan or not, either then existing or to be formed, for the purchase in whole or in part of the property of the company, and the directors (if the profits of the company permit) or the liquidator (in a winding up) may distribute such shares, or securities, or any other property of the company amongst the members without realization, or vest the same in trustees for them, and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the company, and for valuation of any such securities or property at such price in such manner as the meeting may approve, and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto, save only in case the company is proposed to be or is in the course of being wound up, such statutory rights (if any) under section 367 of the Ordinance as are incapable of being varied or excluded by these articles.

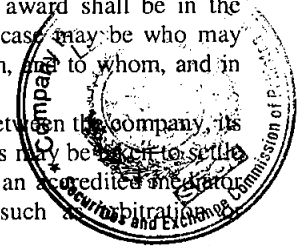
## X. SECRECY

140. Every director, manager, adviser, auditor, trustee, member of a committee, officer, servant, agent, accountant or other person employed in the business of the company shall, if so required by the directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the directors or by any meeting or by any Court of law and except so far as may be necessary in order to comply with any of the provisions in these articles contained.
141. No member or other person (not being a director) shall be entitled to enter upon the property of the company or to inspect or examine the company's premises or properties of the company without the permission of the directors for the time being or to require discovery of or any information respecting any detail of the company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade secret process or of any matter whatsoever which may relate to the conduct of the business of the company and which in the

opinion of the directors it will be inexpedient in the interest of the members of the company to communicate.

## XI. ARBITRATION

142. Whenever a difference arises between the company on the one hand and any of the members, their executors, administrators, or assignees on the other hand touching the true intent or construction or the incident or consequences of these presents, or of the status of enactment's of the legislature, or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these presents or of the status of enactment's touching any breach or alleged breach or otherwise relating to the premises or to these presents, or to the status or to any of the affairs or officers of the company, the company by written agreement refer to arbitration in accordance with the Arbitration Act 1940 (X of 1940) and every such difference shall be referred to the decision of an arbitrator to be appointed by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one appointed by such party, or in the event of disagreement of the arbitrators, to that of an umpire appointed by arbitrators themselves. The provisions of Arbitration Act 1940 (X of 1940) shall apply to all arbitrations between the company and persons having such difference.
143. If either party to the difference makes default in appointing the arbitrator for fifteen days after the other party has given to him notice to appoint the same, such other party may appoint an arbitrator to act in the place of the arbitrators of the defaulting party.
144. The costs of, or incidental to any such reference and award shall be in the discretion of the arbitrator/arbitrators or umpire as the case may be who may determine the amount thereof and may award by whom, and to whom, and in what manner the same shall be borne and paid.
145. In the event that a dispute, claim, or controversy arises between the company, its management or its shareholders, or the directors, all steps may be taken to settle the dispute and resolve the issue through mediation by an accredited mediator before taking recourse to formal dispute resolution such as arbitration and litigation.



## XII. WINDING UP

146. If the company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up, paid up on the shares held by them respectively. But this article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.
147. If the company shall be wound up, whether voluntarily or otherwise, the liquidator may with the sanction of a special resolution divide among the members in specie or kind any part of the assets of the company, and may with the like section vest any part of the assets of the company in trustees upon such



trusts for the benefit of the members or any of them as the liquidator with the like sanction shall think fit.

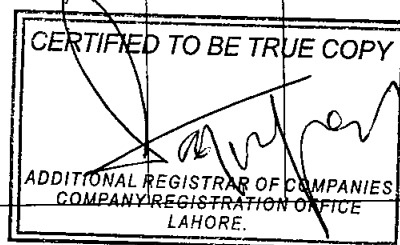
### **XIII. INDEMNITY**

148. Every director or officer of the company and every person employed by the company as auditor shall be indemnified out of the funds of the company against all liability incurred by him as such director, officer or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favor, 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.



We, the several persons, whose names and addresses are subscribed below, are desirous of being formed into a company, in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the company as set opposite to our respective name(s).

Name and Surname (Present & Former in Full)	Father's / Husband's Name in Full	Nationality with any Former Nationality	Occupation	Residential Address (in Full)	Number of shares taken by each subscriber	Signature
Mian Tariq Sayeed Saigol CNIC # 35200-5293106-5	Mian Muhammad Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Mian Taufique Sayeed Saigol CNIC#37405-0436841-7	Mian Muhammad Sayeed Saigol	Pakistani	Industrialist	House No. 1, Kohinoor Colony, Peshawar Road, Rawalpindi.	01 One	
Sayeed Tariq Saigol CNIC#35202-0560944-1	Mian Tariq Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Waleed Tariq Saigol CNIC#35202-8546058-7	Mian Tariq Sayeed Saigol	Pakistani	Industrialist	12-Main Gulberg, Lahore.	01 One	
Mian Danial Taufique Saigol CNIC#37405-7481343-9	Mian Taufique Sayeed Saigol	Pakistani	Industrialist	House No. 1, Kohinoor Colony, Peshawar Road, Rawalpindi.	01 One	
Syed Mohsin Raza Naqvi CNIC#352025-155530-7	Syed Munawer Hussain Naqvi	Pakistani	Business Executive	House No. 20 B, Street No. Cavalary Ground, Lahore	01 One	
Arif Ijaz CNIC#35201-4540213-7	Mian Ijaz Ahmed	Pakistani	Business Executive	House # 113-X, Phase-3, D.H.A., Lahore Cantt.	01 One	
Maple Leaf Cement Factory Limited CUIN# 0001107 through its nominee, Syed Mohsin Raza Naqvi CNIC#352025-155530-7		Pakistani	Company	42-Lawrence Road, Lahore	999,993 Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Three	



**Total Number of Shares Taken** 1,000,000  
One Million

Dated this 8<sup>th</sup> day of October 2015

Witness to the above Signatures:

Signature : \_\_\_\_\_ Full Name: National Institutional Facilitation Technologies (Private) Limited

Occupation : NIFT Full Address: 5<sup>th</sup> Floor, AWT Plaza, I. I. Chundrigar Road, Karachi.

42-Lawrence Road,  
Lahore, (Pakistan)  
Tel: 92-042-36302261  
& 36302262  
Fax: 92-042-36368721

# **Maple Leaf Power Limited**

**MAPLE LEAF POWER LIMITED**

**40 MW COAL BASED POWER PLANT**

**TECHNICAL AND FINANCIAL PROPOSAL**

2

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# 1 Project Overview

## 1.1 Background

There has been an enormous increase in the demand of energy as a result of industrial development and population growth, in comparison to enhancement in energy production. Supply of energy is, therefore, far less than the actual demand, resultantly crisis has emerged. Electricity shortages caused losses to industry, in turn causing many closures. In addition, the cost of electricity has risen sharply that has left the products manufactured by companies in Pakistan as uncompetitive both in international market and local market (which is flushed with cheaper Chinese products).

Keeping in view the healthy margins associated with a coal fired power plant, the deficit faced by the government in terms of supply of electricity and the potential in an emerging economy like Pakistan, Kohinoor Maple Leaf Group has decided to commission a coal fired power plant. This has also been necessitated by the failure of WAPDA to provide uninterrupted power supply. Interruptions mean revenue losses to the group. Kohinoor Maple Leaf Group is going to form a new corporate entity with the name of Maple Leaf Power Limited (MLPL) in order to put up a 40 MW coal fired power plant whose production will be supplied to its 100% holding company Maple Leaf Cement Factory Limited ("MLCFL").

The sponsor MLCFL is a name and is a leader in its sector with a history of profitable operations and is part of Kohinoor Maple Leaf Group which is run by the Saigol family who pioneered in textile manufacturing after partition and later ventured into the financial sector, chemicals, synthetic fibers, sugar, edible oil refining, civil engineering, construction, cement and energy.

MLPL ("the "Applicant" or the "Company" or the "Licensee") is setting a 40 MW Coal Fired Power Plant to be commissioned at Iskandarabad near Mianwali (the "Facility" or the "Project"). Major equipment will be purchased from Sinoma Sinoma Energy Conservation Ltd. which is based in China with market presence in over 70 countries. They have constructed over 120 production lines in foreign countries which advocate the standard of their quality.

The total project cost is expected to be around USD 52,380,950 which comes to 5.5 billion based on an exchange rate of Rs. 105 to the Dollar. It is expected that the plant shall operate throughout the year as ample coal supply is available from international as well as local markets if required. The Group is already importing coal for its cement plant and as such no new formalities need to be taken care of for the excess required. Also, basic infrastructure is available for the transportation of the coal from Karachi port to plant site.

## 1.2 Project Rationale

All above has caused MLPL to establish in house generating capabilities. Since gas is not available and furnace oil prices (when the Project was envisaged and acted upon) were expensive, it was decided by MLPL to set and operate the Facility on coal. Although recent reduction in price of furnace oil are competitive, the economic cycle *vis a vis* furnace oil tells us that the current prices will not prevail for long and increase in price is imminent. Their opinion can be vouched by the recent increasing trend for furnace oil price.

In this scenario, the production of electricity on coal is not only need of time but if utilized properly can change the economic appearance of Pakistan.

### **1.3 Technology and Configuration**

Basic philosophy is to burn the coal to generate heat in the boiler through which water is passing. This heat will convert the water into Steam which will help rotate a turbine to generate electricity. Transmission lines will carry the electricity generated to its destination. A condenser cools the steam to water to be reused again in the boiler. An extra water supply makes up for any loss of water due to the conversion process. The plant is expected to operate at 34% efficiency i.e. 40 MW. Auxiliary load is expected to be 4.4 MW. Hence the expected output of the plant is 35.6 MW which will be utilized by the cement plant. The power plant is expected to operate on 330 days annually.

The purpose setting up this power plant is to provide a cheap source of power generation for the cement plant of the Group to reduce the variable cost and increasing the contribution margins, thus contributing to the overall growth.

Another factor is to ensure continued power supply by reducing reliance on the national grid and to become self sufficient in power requirement. The current requirement of the cement plant is around 58 MW. The coal plant will cater for 35.6 MW and other sources already in place shall cater for the remaining deficit of 22.38 MW. In the cement sector, the cost of a breakdown is enormous as the kiln has to be fired up again to bring it to required temperatures and this requires diesel and HFO. Also it takes a substantial time to heat up and there is production loss associated with such breakdowns. Being self sufficient in power supply will limit such breakdowns thereby adding greatly to the profitability of the company.

Third important point is that by reduced breakdown, the life of the associated equipment with the main kiln and the kiln itself will be enhanced. When any machinery comes to an abrupt stop, some extra wear and tear occurs. This issue will be avoided once the power supply is constant and national grid can be avoided, as there is a lot of tripping there.

### **1.4 Project Specifications:**

#### **Coal Fired Steam Generators (Boilers)**

Coal Fired Steam Generators / Boilers is a single unit with capacity of 180 steam ton / hour. Generated Steam will have specs of 540 C temperature and 100 bar G pressure. Boiler will use pulverized coal as main fuel.

#### **Pulverized Coal Supply and Handling System**

Steam Generator is "pulverized coal (PC)" type boiler. The core of the PC boiler is the combustion chamber or furnace. Coal is pulverized in 3 vertical grinding mills with each having a maximum capacity of 13.48 t/h, and from there it is fed into the furnace with the help of primary air fan. Fuel Supply / Handling System includes Ignition Fuel Oil System, Coal crushing, Coal bins, grinding & conveying, Combined Slag Collection, Combined Ash Dissolving and Fly Ash Transport System.

### **Boiler Feed Water and Deaeration System**

This comprises 2 Electric Driven Feed water pumps, each have capacity of 198 t/h, supported with diesel driven feed water pump with capacity of 65 t/h. Critical task of controlling dissolved gas levels in the power plant and boiler feed water systems is managed with Deaerator System.

### **Steam turbine and generator unit**

Steam Turbine is CST (Condensing Steam Turbine) type which is coupled with 2 pole generators having gross generation capacity of 40 MW and has self-consumption of 4.4 MW. Steam Turbine will run at rated steam pressure of 9.8 MPa (A) and 158.5 t/h of steam flow. Steam is transferred through high scheduled piping and controlled by governor mounted at inlet of turbine. Steam Turbine has 3 electric driven oil pumps for the purpose of bearing lubrication and hydraulic system. Condensation is done by frequency-controlled cooling tower having designed capacity of 3000 m<sup>3</sup>/h. Compressed Air System comprises of 2 screw type air compressors with flow of 40 Nm<sup>3</sup>/min each.

### **Water Treatment System**

Water Treatment equipment consists of high-pressure RO membranes and electric deionization system (EDI). Chemical is dozed by "Chemical Dosing Equipment".

### **Power Supply Distribution**

Power is supplied to the existing grids and distributed thereafter for self-consumption.

## **1.5 Design Standards and Codes:**

### **1.5.1 Main design principles:**

1. The fire-fighting system of the project shall be constructed at one time according to the planned capacity; the fire-fighting water shall come from one raw water tank; the water refers to bore well water.
2. The plant shall adopt an independent temporary high pressure water fire-fighting system and set up an independent fire water pump house. It shall consist of 2 accessorial pumps (One working & one Standby and 3 fire fighting primary pumps (Two working & One standby) along with one diesel generator driven pump. The fire water pump shall adopt two control modes: local control mode; main control room control mode; the fire pump shall be stopped in the fire pump house by professional fire-fighting personnel to prevent error operation.
3. It shall set up indoor and outdoor fire hydrant system in the whole plant and set up adequate amount of movable fire extinguishing facilities in relevant plant buildings and electrical rooms according to the "code" requirements.
- 4.
5. It shall set up the fire detection, alarm and control system in the whole plant in order to monitor plant hazards and important areas, send out alarm as soon as possible and control relevant fire extinguishing facilities. The project fire detection signals shall be sent to the central control room of the plant.



### **1.5.2 Ingredients of Fire Fighting System:**

1. Fire water supply system
2. Hydrant system (including wet pipe riser inside the building)
3. CO2 gas extinguishing system CO2
4. Clean agent gas extinguishing system
5. Foam system
6. Movable fire extinguishers
7. Fire detection, alarm and control system

### **1.5.3 Fire water supply and fire extinguishing facilities:**

#### ***1.5.3.1 Fire water supply***

The plant fire-fighting system will be newly constructed and will adopt an independent and temporary high pressure fire water supply system. The plant fire water supply system is composed of

1. The raw water reservoir
2. Firefighting Accessorial Pumps. Firefighting Primary Pumps. Diesel engine driven firefighting pump
3. fire water supply pipeline network
4. indoor and outdoor fire hydrants and

#### ***1.5.3.2 Fire water pump and fire water pit***

Fire water of the plant comes from one raw water reservoir ( of each for firefighting); the water source refers to bore well water. The maximum one-time fire-fighting water volume is 252m<sup>3</sup>/time during the fire accident. In order to guarantee the fire-fighting water, it has set up water level alarm signal and control device for the purpose of stopping other water pumps in the water pit.

. It has to set up pressure relief valve in the water return pipe: once the pipeline network pressure is 0.75 MPa, the pressure relief valve is open automatically to prevent excessive water pressure of fire water supply system.

#### ***1.5.3.3 Fire extinguishing facilities***

The following important buildings or equipment have to not only consider fire hydrant system, but also set up special fire-fighting measures:

1. The high and low voltage switchgear room, DC power distribution room, electronic equipment room, central control room and engineer's room in the main plant building will be provided with gas fire extinguishing system.
2. The oil tank will be provided with low multiple foam system and movable cooling water system.

#### **1.5.3.4 Fire extinguishing facilities of coal system**

Coal pile and coal unloading equipment will be provided with outdoor hydrant, coal crusher room will be equipped with indoor hydrant.

The control room, coal handling control building distribution and distribution equipment room will be provided with temperature detectors, smoke detectors and movable extinguishers.

#### **1.5.4 Fire extinguishing facilities of electrical facilities**

##### **1.5.4.1 Fire-fighting of other electrical equipment**

The high and low voltage switchgear room, DC power distribution room, electronic equipment room, central control room and engineer's room in the main plant building will be provided with gas fire extinguishing system.

It has to set up smoke sensing detector and temperature sensing detector in the switchgear room of various buildings, send out alarm automatically according to different areas and set up movable fire extinguisher near important electrical equipment according to relevant requirements.

##### **1.5.4.2 Arrangement of fire extinguishers**

The fire extinguishers in the plant buildings and structures are selected in strict adherence to the Standard of Portable Fire Extinguisher (NFPA10). Generally, it will adopt portable ABC dry powder fire extinguisher and trolley ABC dry powder fire extinguisher

#### **1.6 Security Plan:**

Adequate measures are taken to overcome any unwanted incident at site for our Sinoma Energy Conservation Ltd. EP contractor. Approximately 05 (five) local police officers and 27 (twenty-seven) private guards are appointed at site for security of our EP staff. This force will gradually increase with increase in number of EP staff. Watch tower are under construction to ensure proper monitoring of site area. Flood lights are installed at site premises to ensure proper visibility at night.

#### **1.7 System Studies:**

Short circuit study conducted are attached as per "SC and LF Report".

#### **1.8 Plant Characteristics:**

In the case of our project, PC Boiler is selected which will run on South African & Indonesian coal due to its characteristics of high heat content, low ash content, no slag content and finer ash.

PC boiler is suitable for the coal with low ash content and high heat content, and it is not suitable for the coal with low heat content, high ash content and low volatile. The burning temperature of PC boiler is controlled to 1250C~1400C. Its burning intensity and velocity are faster.

The following table is based on the gross power generation at 40MW and imported coal.

No.	Item	Unit	Value
1	Calculate the amount of fuel	t/h	19.5(South Africa coal) 18.92(Indonesian coal)
2	Calculate the amount of steam	t/h	180
3	Steam pressure	MPa(a)	10
4	Steam temperature	°C	540
5	Feed water temperature	°C	235
7	Furnace excess air ratio		1.2
8	Blower inlet air temperature	°C	30
9	Air preheater outlet hot air temperature	°C	320
10	Boiler outlet gas temperature	°C	137

#### 4.8.1 Description of equipment and process.

The thermal engineering of this project includes combustion system, steam generator, turbine and assistance equipment etc.

##### 4.8.1.1 Combustion system:

The combustion system includes pulverized coal preparation system, flue gas system, and fire lighting combustion-supporting oil system.

### **a) Coal powder preparation system**

Crushed coal (scope of grain degree  $d_{max}$  30 mm) fall into the raw coal bin and before the boiler through the pulverized coal preparation system. Firstly, coal from the raw bin be sent to Vertical Grinding mill by coal weighing belt feeder, finally the hot air sucked by coal primary fan send the coal powder to the boiler burner.

### **b) Flue gas system**

#### **(1) Boiler air supply system**

The system describes: The cold air is been divided into four roads to get into the furnace after through the primary fan(2x100%) and secondary fan(2x100%): firstly, a part of hot air become the transport medium of fuel supply system after through the air preheater. Secondly another wind pipe connect from the hot air pipe through air preheater, this part of air can be used as the dryer of coal powder preparation system. Thirdly, another wind pipe connects from the hot air pipe to oil gun, then get into the furnace. Fourthly, most of the hot air provide the air that combustion needs for. And there is a seal fan which is used for sealing the air for the coal mill and belt feeder, the sealing air is from the primary air fan outlet.

#### **(2) Flue gas system**

The flue gas outlet from the boiler will be introduced to the ESP, desulfurizing-bag filter system. 2x100% capacity centrifugal fans were used. The gas outlet from bag filter go through the ID fans to stack, finally discharged to atmosphere.

### **c) Ignition and auxiliary fuel oil system**

The maximum continuous rating of Load and Minimum continuous rating of Load without addition of Light oil fuel is about 40%, when the load is less than 40%, the light oil fuel shall be added .The ignition and auxiliary fuel oil of this project is 0# light diesel oil.

Equipment of boiler ignition and auxiliary fuel oil include under-bed start-up burner. Boiler supplies one set of the horizontal bias burner which has four oil pistols with about 10%MCR of gross capacity. The burner installs high-energy igniter which is fixed up beside the oil pistols to assurance the safety enablement of boiler.

The current project considers setting up oil storage area and fuel pumping room. The storage area sets two oil storage tanks of 100m<sup>3</sup> and automobile transportation. Two oil discharge pumps are installed in fuel pumping room. Two fuel feed pumps with 100% capability are used, one of them is operated and the other is stand-by.

#### **4.8.1.2 Steam Generator (Boiler)**

Steam Generator is 180t/h PC boiler with high temperature and high pressure, natural circulation, steel structure suspension and outdoor arrangement. The heat transfer sections include economizer, superheater, desuperheater and water-cooled wall system. The boiler proper includes integral pipe work, valves, vents, accessories and fittings. Steam pipework system includes steam stop valves, complete with bypass and feed water isolation valves and some steam traps.

##### **(1) Steam drum**

One steam drum with Tori spherical/Semi-Ellipsoidal dished ends fitted with necessary man ways will be supplied. The steam drum is sized to assure low steam space loading, with adequate space to accommodate the internals.

##### **(2) Super heater system**

Three-stage super heater(primary and final) is set in the boiler with necessary seamless pipe headers, inter connecting piping, vents, drains, supports, valves, fittings, etc.

##### **(3) Attemperator System**

An attemperator system is set between the two stages of the Superheater to control the temperature of the final superheater outlet steam temperature within the specified value. The inter stage attemperator is the spray type, using the boiler feed water tapped off at the outlet of the boiler feed water pumps, to control the final steam temperature.

##### **(4) Water-cooling system**

This furnace water wall adopts the full-suspension structure. Water cooled wall consists of a front wall, back wall and the side wall of three components, and along the height direction is divided into three parts.

### **(5) Economizer system**

Economizer is arranged after the superheater. The upper section and the lower section all adopt the staggered structure. The recycle pipeline is equipped between the drum and lower economizer, so that the necessary cooling of economizer would be during the start-up process.

### **(6) Air preheater**

Air preheater adopts vertical tube box structure, the superior has one stroke and the lower has three strokes. Considering the low temperature corrosion caused by flue gas, a trip will be set lower the bottom as a single pipe box to facilitate the maintenance and replacement, and the second, third stroke as a tube box, separated by the baffle plate. Connecting box is connected between each stroke, form a continuous sealing air channel. Preheater with expansion joint, expansion of compensation for thermal state.

### **(7) Blowdown system**

Normal blowdown system (including continuous and periodic blowdown), drain system and emergency discharge system will be provided with motorized stop valve to improve the automatic level. And both continuous and periodic blowdown tanks are set for receive the blowdown.

### **(8) Dosing system**

A chemical dosing system for boiler drum is set to add the chemical substances (Carboxylic acid base polymer) to the boiler water to take care of the ingress of the hardness salts.

An Amine based high pressure dosing system is set to add to the chemical to the feed water to balance the feed water PH.

Safety valves with silencer are set on both boiler steam drum and the outlet header of superheater to guarantee the safe for the part of holding pressure.

### **(9) Sampling system**

Sample coolers with entire stainless steel piping from sampling point up to operating floor will be supplied for the following services:

a) Superheated Steam Sampling

- b) Blow down water Sampling
- c) Saturated steam Sampling
- d) Feed Water at inlet to Economizer Sampling
- e) Steam drum water Sampling
- f) Deaerator outlet water Sampling

#### **(10) Ash collecting system**

Fly ash from combustion chamber enter to the end of the heating surface and go through the FGD system and ESP ,the ash hoppers of ESP will collect and then send fly ash to fly ash silo by compressed air.

#### **4.8.1.3 Steam turbine:**

##### **(1) Main steam system**

12Cr1MoVG seamless pipe is used as the main steam pipes' material. The steam come from boiler's super heater outlet, the pipeline diameter is  $\Phi 273 \times 25$ , velocity is 40~60m/s.

##### **(2) High-pressure feed water system**

The project set two electricity-driven feed water pumps(one work and one standby) for the normal operation, and one diesel pump for boiler emergency condition. High-pressure feed water pipeline diameter is  $\Phi 194 \times 15$  and the material use 20G seamless pipe. The feed water via HP heater after heating up to 235°C and then to the boiler economizer inlet header, finally be send to steam drum.

##### **(3) Steam turbine with extraction system**

Extraction system use to heat condensate and feed water and extraction system has a total of six sections of steam extraction. The first three paragraphs of steam extraction as low pressure heating steam, and the fourth paragraph of steam extraction as deaerator heating steam, the last two paragraphs of steam extraction access to the high-pressure heaters. To prevent the heaters hot water flow backward into the turbine, each steam extraction pipeline designs a non-return valve.

##### **(4) Condensate water System**

The project set one thermal deaerator and the deaerator's flow is considered as 190t/h and its capacity is designed as 50m<sup>3</sup>. The condensate water which from the condenser hot well to deaerator through the gland sealing cooler and three low-pressure heaters by condensate pump.

#### **(5) Drain system**

Drain system set one drainage flash tanks, two water tank of 15m<sup>3</sup> and two drain pumps. Deaerator overflow water main steam pipe drain water via drainage flash tank into the water tank then drain water sent to the deaerator and then drain pump for recycling.

#### **(6) Turbine vacuum system**

In order to ensure the safe and economic operation of the turbine generator, the vacuum is required in the condenser, this project set up a water ejecting system.

#### **(7) Lubrication / control oil system**

Oil system set up a lubrication oil tank of 10m<sup>3</sup>, and the power set and control system with a AC motor-pump, a DC motor-lube pump. Control system set up a lube pump.

Two oil coolers are designed for maximum ambient temperature and a set moving oil strainer, 2 sets lube oil vapor fans are considered in this project. All the pipe and valves of oil system meet the required level.

#### **(8) Hydraulic fluid system**

Steam turbine has a vibration monitoring system and its oil control system integrated into the DCS.

Generator including rotor removal tool and other special tools required for maintenance.

#### **(9) Main steam by-pass system**

30% capacity by-pass system for mainstream is adopted. The main steam will become low temperature and low pressure steam with 0.2MPa and 125°C after going through the temperature and pressure reducer.



#### **4.8.1.4 Ash handling system**

##### **1) Bottom Ash Handling System**

The bottom ash will be submerged by cooling water. And then it will be transported to bottom ash silo by submerged chain conveyor.

The whole technique design, equipment and material supply from the outlet of the boiler to the bottom ash silo include:

- a) Bottom ash feed gate
- b) Bottom ash clinker grinder
- c) Bottom ash feed sump
- d) Bottom ash jet pump
- e) Bottom ash bin

##### **2) Fly Ash Hanging System**

A positive pressure ash pneumatic conveying system will be used. The system output will be 2.9t/h. The pressure conveying vessel will be installed under each hopper of precipitator. By transmission, the dry ash will be conveyed by compressed air to the fly ash bin through seamless steel pipe. The ash will be transported to cement mill after collected by ash bin.

A bin vent filter and one vacuum pressure relief valve will be installed on top of the fly ash silo. And under the silo, the fly ash will be conveyed to cement production line through a positive pressure ash pneumatic conveying system. The whole technique design, equipment and material supply from the outlet of the Precipitator to the fly ash bin. Including:

- a) Pressure conveying vessel;
- b) Pressure conveying line;

c) Fly ash bin;

d) Dry ash loading device;

#### **4.8.1.5 Compressed air system**

The air compressor shall be located in air compressor building. The air receiver shall be located outdoor.

Two air compressors (one working and one standby) of capacity sufficient to meet the requirement of the plant at pressure 8kg/cm<sup>2</sup> will be used to cater the service and instrument air requirement respectively.

The air compressor has capacity to 40Nm<sup>3</sup>/min.

Air drying plant of capacity equal to that of each air compressor shall be installed in order to supply moisture free compressed air for the power plant. Two air tanks shall be provided to store instrument and service air. The tanks have effective capacity to 8m<sup>3</sup> and 5 m<sup>3</sup>.

Service air consumption list	
Ash handing system & Desulfurize system	24m <sup>3</sup> /min
Chemical System	2m <sup>3</sup> /min
Instrument air consumption list	
Ash handing system & Fuel oil system	2m <sup>3</sup> /min
Pneumatic valve	4m <sup>3</sup> /min

The whole technique design, equipment and material supply for all set compressed air system.

Including:

a) Air compressor

b) Air drying plant

c) Air receiver

#### **4.8.1.6 Emissions and environmental protect**

##### **1) Desulfurize and Dust Control**

In order to fulfill the requirement of Pakistan government and world bank, the bag filter will be used in the gas treatment. The emission of SO<sub>2</sub> is less than 1500mg/Nm<sup>3</sup>. The option of dust control is ESP+bag filter, and the dust emission is less than 50mg/Nm<sup>3</sup>.

##### **2) Continues Emission Monitoring System(CEMS)**

CEMS will be installed on the flue after the bag filter.

The following atmospheric emissions at the main kiln stack will be measured: dust, SO<sub>2</sub>, NO<sub>x</sub> of flue gas.

##### **3) Water Environmental Protection**

The closed liquid effluent system will ensure that no waste liquids can cross the plant boundaries to neighboring land.

##### **4) Bottom & Fly ash Handling**

Bottom & fly ash will be comprehensive use; ash handling system will create conditions for comprehensive use.

#### **4.8.1.7 Cooling water system**

##### **1) Cooling water consumption**

According to the steam quality, steam amount of boilers and circulating ratio, by circulating, the cooling water consumption is as follows:

Condenser	7700m <sup>3</sup> /h
Oil cooler	150 m <sup>3</sup> /h
Air cooler	220 m <sup>3</sup> /h
Other equipment	20 m <sup>3</sup> /h
Cooling water amount	8090 m <sup>3</sup> /h

## 2) Equipment cooling water system solution

### a) Raw water cooling system solution

The system includes: water circulating pump, cooling structures, circulating water pond and pipe network.

The cooling water circulation system is as below: Water pond → pump → cooling equipment → cooling tower → water pond. Corrosion-proof Scale-preventative Dosing Device, chlorine dosing devices is selected in order to ensure fine and stable operation of the system..

As per the different running condition of thermo system and ambient temperature, the circulating water flow rate will vary with the outdoor weather condition. Double suction centrifugal pumps and reverse flow fiber-glass cooling tower are adopted; cooling water temperature difference is 8°C.

### b) Main cooling water equipment list

No.	Equipment name and type	Q'TY	Technical specification
1	Cooling tower (Frequency control)	3	Design capacity:3000 m <sup>3</sup> /h Power: 110kW
2	Water circulating pump (Frequency control) (3 working 1 standby)	4	Flow: 1807~3012~3614 m <sup>3</sup> /h Lift: 25~20~14 m Power: 220kW

No.	Equipment name and type	Q'TY	Technical specification
3	Lift pump	1	Flow: 300 m <sup>3</sup> /h Lift: 12.5 m Power: 18.5kW
3	Fire-fighting Accessorial-pump (1 working 1 standby)	2	Flow: 6.3~9.9 m <sup>3</sup> /h Lift: 60 m Power: 3 kW
4	Fire-fighting Primary-pump (2 working 1 standby)	3	Flow: 144 m <sup>3</sup> /h Lift: 60 m Power: 45 kW
5	Disk Filter	1	Capacity:300m <sup>3</sup> /h
6	Dosing device	2	Type: DS-300B Dosing amount : 0~38L/h

### 3) System loss and supplement amount

- Vaporization, blow down, leakage water loss: 113.3m<sup>3</sup>/h
- System drainage water: 32.4m<sup>3</sup>/h
- Loss water amount: 145.7m<sup>3</sup>/h

Indirect circulation utilization ratio will be about: 98.2%, the circulating water system will need supplement water amount 145.7m<sup>3</sup>/h.

#### 4.8.1.8 Chemical water treatment system

According to GB/T1576 standard Industrial Boiler Water Quality Requirement, the outlet water index of chemical water treatment system should reach the requirement of the boiler water quality under the rated steam pressure 5.9MPa(A)-12.6MPa(A), which in GB standard T12145-2008: Water and Steam Quality of the Thermal Power Generation Unit and Steam Power Equipment.

##### 1) Water amount

Since the feed water of boiler will be evaporated and concentrated in the drum, in order to ensure stable and fine operation of the boilers, concentrated boiler water should be continuously lead-out from drums, meanwhile supply water to boiler continuously.

In normal operation, the supplement water with amount of 4m<sup>3</sup>/h, 10m<sup>3</sup>/h(max) is required by steam-water system. The design capacity of chemical water treatment system is 15m<sup>3</sup>/h.

##### 2) Chemical water treatment system solution

Water treatment flow sheet is as follows: water from existing water source →raw water tank→ raw water pump →multi-medium Filter →active carbon filter→5μM filter →UF→UF water tank → UF lifting pump → high pressure pump (Stages Pass 1)→RO (Stages Pass 1) →Buffer tank →RO (Stages Pass 2) →RO water tank →RO water pump →EDI Lifting pump →EDI→DM water tank →DM water pump →user. Outlet water quality attains:

##### 3) The quality standard of boiler feeding water

(Working pressure 5.9-12.6MPa)

Item	Parameters
Cation Conductivity (25°C)	≤0.20 μS/cm
Dissolved oxygen	≤7 μg/L

Fe	$\leq 20 \mu\text{g/L}$
Cu	$\leq 3 \mu\text{g/L}$
Silica	Insure the steam silica $\leq 20 \mu\text{g/kg}$

In order to control the oxygen content of boiler water, and decrease thermodynamic system equipment corrosion by dissolved oxygen, a thermal deaerator is installed in the turbine generator room, the water oxygen content after deaerator will be less than  $7 \mu\text{g/L}$ .

Direct chemical agent feeding method is adopted to regulate boiler drum water; a feeding pump provides Carboxylic Acid Base polymer solution to boiler drums and hydrazine will be used for scavenging oxygen

#### **4.8.1.9 Water supply and drainage system**

##### **1) Water supply system**

The owner is responsible to provide water source. The water transportation pump and pipelines from water source to power station is in supplier's scope.

Please refer to drawing No.WT01 for water balance diagram. The flow sheet of the Water supply process:

- 1) Supply water treatment or Water source → circulating water system and chemical water treatment
- 2) Supply water treatment or Water source → Other auxiliary process cooling water  
→ circulating water system
- 3) Supply water treatment or Water source → Flushing, coal-handling system etc.
- 4) Domestic water pipe network → Life and auxiliary production
- 5) Circulating water pool → Power station fire protection system → T/G building firefighting consumption

The makeup water is listed as below:

Makeup water of Circulation water system	100.7 m <sup>3</sup> /h
Makeup water of Chemical water treatment	5.7 m <sup>3</sup> /h
Makeup water of Life and auxiliary production	0.5 m <sup>3</sup> /h
Makeup water of other auxiliary process cooling water	45 m <sup>3</sup> /h
Makeup water of flushing, coal handling system etc.	5 m <sup>3</sup> /h
Makeup water of Fire-fighting water	252 m <sup>3</sup> /time
The total water consumption	156.9 m <sup>3</sup> /h

According to fighting grade of proposed station building, assuming one fire accident lasting two hours, the required water flow is 35L/s, i.e. 252m<sup>3</sup>/time. The firefighting system should build as local requirement and will be in the owner work scope.

The total water demand of the project is 156.9m<sup>3</sup>/h, excluding fire demand; taking unforeseen factors into consideration, after the waste heat power station put into operation, the additional water source supply capacity is 156.9x1.2=188.28m<sup>3</sup>/h.

## 2) Water drainage system

Water drainage system of proposed waste heat power station includes circulation water system drainage, waste heat boilers water blowdown, chemical water treatment drainage, production drain water and rain, etc.

Item	Flow rate(m <sup>3</sup> /h)	Main pollutant
Circulating water system drainage	32.4	Temperature SS
Thermodynamic system drainage	2.7	Phosphate



Chemical water drainage	1.7	Salt water
Flushing, coal handling system etc.	1	SS oil
Auxiliary production drainage	0.2	SS oil COD、 BOD
Total drainage amount	38	—

Drainage of production is 37.8 m<sup>3</sup>/h, Drainage of auxiliary production is 0.2 m<sup>3</sup>/h. Total drainage of the power stations is 38m<sup>3</sup>/h which shall directly drain into the plant drainage network.

### **1.9 Control, metering, instrumentation and protection**

Refer to the attachment as "Single Line Diagram"

### **1.10 Site and Utilities**

Refer to the attachments as "Plant Layout" & "Plant Google Map"

### **1.11 Electric Interconnection**

Out of 40 MW capacity around [ 4.4 ] MW will be consumed for auxiliary requirements of the plant, balance [ 35.6 ]MW will be available for supply to MLCFL and its manufacturing units. The Company is responsible for the installation, operation and maintenance of the electrical systems up to the interconnection. MLCFL already has interconnection at the site and in-house transmission infrastructure through which electricity will be transmitted to it.

### **1.12 Plant Utilization**

The current requirement of the cement plant is around 58 MW. The coal plant will cater for 35.6 MW and other sources already in place shall cater for the remaining deficit of 22.38 MW. In the cement sector, the cost of a breakdown is enormous as the kiln has to be fired up again to bring it to required temperatures and this requires diesel and HFO. Also it takes a substantial time to heat up and there is production loss associated with such breakdowns. Being self-sufficient in power supply will limit such breakdowns thereby adding greatly to the profitability of the company.

### **1.13 Operations and Maintenance Cost**

The operations and maintenance shall come under the domain of the plant GM who shall also be responsible for the maintenance of the plant as per the requirements provided by OEM and technical consultant. Mainly the operations and maintenance shall be performed by permanent staff hired for this purpose, with some work outsourced to third parties or handled by daily wagers. Permanent staff will be administered shift wise with three shifts in a day. Administration costs are capped at 2% of the project

operation cost whereas maintenance is capped at 1.5% of the machinery cost on an annual basis. This maintenance will be divided into mechanical, electrical and general and each area will have a line manager reporting to the maintenance incharge.

#### **1.14 Training of Staff:**

Training of staff will be provided by the EP contractor as per agreement. This shall cover all disciplines viz, Plant Operations Mechanical, Electrical, C&I, & . and shall include all the related , s,, erection, commissioning, training on operating features of equipment, and testing, plant visits and visits to manufacturer's works, exposure to various kinds of problems which **may be** encountered in fabrication, manufacturing, erection, welding etc.

#### **1.15 Coal and Ash Handling Systems**

**Coal will be transported to plant by self-unloading trucks and received at stockyard on-site..** The coal for this project will be conveyed by belt conveyer. The coal in the dry coal shed will be sent to the coal belt conveyer by single beam grab crane/Loading truck and coal feed hopper and vibrating feeder, and then coal transported to raw coal bins after the process of iron removal, coal crusher. One coal storage yard with area ~7700m<sup>2</sup> will be constructed. The capacity of the storage yard can meet the CPP operating ~30 days continuously.

**The bottom ash** will be submerged by cooling water. And then it will be transported to bottom ash silo by submerged chain conveyor.

A positive pressure ash pneumatic conveying system will be used for **Fly Ash**. The system output will be 2.9t/h. The pressure conveying vessel will be installed under each hopper of precipitator. By transmission, the dry ash will be conveyed by compressed air to the fly ash bin through seamless steel pipe. The ash will be transported to cement mill after collected by ash bin. A bin vent filter and one vacuum pressure relief valve will be installed on top of the fly ash silo. And under the silo, the fly ash will be conveyed to cement production line through a positive pressure ash pneumatic conveying system.

##### **1.15.1 Coal Storage system**

One coal storage yard with area ~7700m<sup>2</sup> will be constructed. The capacity of the storage yard can meet the CPP operating ~30 days continuously.

#### **1.15.2 Belt Conveyor System**

The belt conveyor of stationary type will be adopted for coal transportation. The belt conveyor of BT-1, BT-2, BT-3 will be of capacity 100t/h, width 650mm and speed 1.25m/s. The coal handling system will be equipped with one magnetic separator which will be installed on head of conveyor BT1. The magnetic separator of permanent magnet and belt type will be adopted. Iron disposal passage will be available in building to dispose the removed iron to ground. Weighing the as-fired coal will be conducted by electronic belt scale which is installed on BT-3 coal belt conveyor.

#### **1.15.3 Screening and Crushing stream**

Two crushers & screens (one standby) in the crusher house will be used for this project. The capacity of the crusher is capacity 80t/h. Its inlet particle size is less than 100mm and outlet particle size is less than 30mm. After pre-crushed, the coal will be feed to the vertical mill which allowed the inlet coal diameter<30mm. And three vertical mills will be equipped for the pc boiler. The coal scale will be less than 20% (diameter >R90um).

Dust suppression. Automatic sprinklers will be provided around coal stockyard for dust suppression as well as to reduce spontaneous ignition of coal stockpile.

#### **1.15.4 Ash handling Systems**

The **bottom ash** will be submerged by cooling water. And then it will be transported to bottom ash silo by submerged chain conveyor.

#### **1.15.5 Fly Ash Handling System**

A positive pressure ash pneumatic conveying system will be used for **Fly Ash**. The system output will be 2.9t/h. The pressure conveying vessel will be installed under each hopper of precipitator. By transmission, the dry ash will be conveyed by compressed air to the fly ash bin through seamless steel pipe. The ash will be transported to cement mill after collected by ash bin. A bin vent filter and one vacuum pressure relief valve will be installed on top of the fly ash silo. And under the silo, the fly ash will be conveyed to cement production line through a positive pressure ash pneumatic conveying system.

#### **1.16 Environmental NOC and Compliance**

Referred to the attachment as "Application & Environment Initial Assessment report"

#### **1.17 Implementation Schedule**

Referred to the attachment as "Project Schedule"

### **1.18 Capital Budget**

Total project cost is PKR 5.5 billion.

The project will be financed as under:

Equity contribution by the sponsor	40%	Rs. 2.2 billion
------------------------------------	-----	-----------------

Finance Arrangement from Banks	60%	Rs. 3.3 billion
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A Contract for the Supply of Equipment for the project is entered into for US\$ [●] and a Contract for the Construction of the Facility is entered into for US\$ [●].

### 1.19 Financial Plan

Detailed feasibility is attached which include projected balance sheet, income statement and cash flows for the next 10 years together with the major assumptions. Below are the summarized financial projections of the project for first 10 years:

## Maple Leaf Power Limited

### Projected Income Statement

<b>PARTICULARS</b>	<b>Year 03</b>	<b>Year 04</b>	<b>Year 05</b>	<b>Year 06</b>	<b>Year 07</b>	<b>Year 08</b>	<b>Year 09</b>	<b>Year 10</b>
<i>..... ( Rs. in thousands ) .....</i>								
<b>Revenue (Net)</b>	4,470,470	4,693,994	4,928,693	5,175,128	5,433,885	5,705,579	5,990,858	6,290,401
<b>Total Cost of Sales</b>	1,844,117	2,019,077	2,104,214	2,186,949	2,275,192	2,369,398	2,469,951	2,577,541
<b>Gross Profit</b>	2,626,353	2,674,916	2,824,480	2,988,179	3,158,692	3,336,181	3,520,906	3,712,860
<b>Gross Profit %age</b>	58.7%	57.0%	57.3%	57.7%	58.1%	58.5%	58.8%	59.0%
<b>Total Other Expenses</b>	161,232	172,782	186,027	200,687	216,501	234,985	253,213	272,408
<b>Operating Profit</b>	2,465,122	2,502,135	2,638,453	2,787,491	2,942,191	3,101,196	3,267,693	3,440,453
<b>Other Income</b>	61,235	111,109	113,578	116,100	118,675	163,293	247,975	336,315

<b>Net Profit Before Interest &amp; Tax</b>	<u>2,526,357</u>	<u>2,613,243</u>	<u>2,752,031</u>	<u>2,903,592</u>	<u>3,060,866</u>	<u>3,264,489</u>	<u>3,515,668</u>	<u>3,776,768</u>
Financial Charges	292,566	248,659	198,404	140,917	75,177	13,750	14,250	16,710
<b>Net Profit Before Tax</b>	<u>2,233,791</u>	<u>2,364,584</u>	<u>2,553,628</u>	<u>2,762,675</u>	<u>2,985,688</u>	<u>3,250,739</u>	<u>3,501,418</u>	<u>3,760,058</u>
Taxation (exempted from tax)	-	-	-	-	-	-	-	-
<b>Net Profit after Tax</b>	<u>2,233,791</u>	<u>2,364,584</u>	<u>2,553,628</u>	<u>2,762,675</u>	<u>2,985,688</u>	<u>3,250,739</u>	<u>3,501,418</u>	<u>3,760,058</u>
<b>Earnings Per Share – Basic</b>	<b>10.15</b>	<b>10.74</b>	<b>11.60</b>	<b>12.55</b>	<b>13.56</b>	<b>14.77</b>	<b>15.91</b>	<b>17.08</b>
<b>Opening Reserve</b>	-	2,233,791	2,587,963	3,013,465	3,477,875	3,977,156	4,540,775	5,116,528
Add: Profit for the year	2,233,791	2,364,584	2,553,628	2,762,675	2,985,688	3,250,739	3,501,418	3,760,058
Less: Dividend (90%)	-	(2,010,411)	(2,128,126)	(2,298,265)	(2,486,407)	(2,687,119)	(2,925,665)	(3,151,276)
<b>Closing Reserve</b>	<u>2,233,791</u>	<u>2,587,963</u>	<u>3,013,465</u>	<u>3,477,875</u>	<u>3,977,156</u>	<u>4,540,775</u>	<u>5,116,528</u>	<u>5,725,310</u>

## Maple Leaf Power Limited

### Projected Balance Sheet

<i>Particulars</i>	Year 01	Year 02	Year 03	Year 04	Year 05	Year 06	Year 07	Year 08	Year 09	Year 10
<b>Total Current Assets</b>	-	-	818,345	882,233	956,968	1,002,049	1,006,059	948,458	993,770	964,497
<b>Long Term Assets</b>										
Investments	-	-	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	2,200,000	3,000,000	3,900,000
<b>Total Fixed Assets</b>	4,550,138	5,503,041	5,188,917	4,885,793	4,593,118	4,310,370	4,037,052	3,772,694	3,516,846	3,269,083
<b>Total Assets</b>	4,550,138	5,503,041	7,307,262	7,068,026	6,850,087	6,612,419	6,343,112	6,921,152	7,510,616	8,133,580
<b>Liabilities &amp; shareholder's equity:</b>										
<b>Current Liabilities</b>										
<b>Total Current Liabilities</b>	-	-	123,674	130,879	141,182	152,574	164,739	179,160	192,872	207,054
<b>Total Long Term Debts</b>	2,348,922	3,301,824	2,748,582	2,147,968	1,494,223	780,754	-	-	-	-



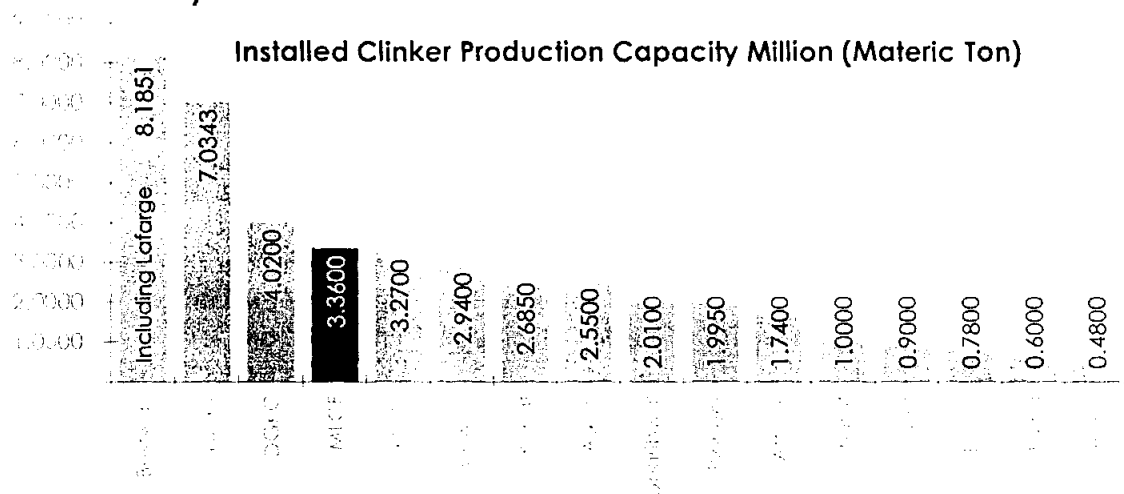
**Shareholder's equity**

Paid-up Ordinary Shares	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216	2,201,216
Reserves	-	-	2,233,791	2,587,963	3,013,465	3,477,875	3,977,156	4,540,775	5,116,528	5,725,310
<b>Total Shareholder's Equity</b>	<b>2,201,216</b>	<b>2,201,216</b>	<b>4,435,007</b>	<b>4,789,179</b>	<b>5,214,681</b>	<b>5,679,091</b>	<b>6,178,372</b>	<b>6,741,991</b>	<b>7,317,745</b>	<b>7,926,526</b>
<b>Total Liabilities &amp; Equity</b>	<b>4,550,138</b>	<b>5,503,041</b>	<b>7,307,262</b>	<b>7,068,026</b>	<b>6,850,087</b>	<b>6,612,419</b>	<b>6,343,112</b>	<b>6,921,152</b>	<b>7,510,616</b>	<b>8,133,580</b>
	-	-	-	-	-	-	-	-	-	-
Current Ratio	-	-	6.62	6.74	6.78	6.57	6.11	5.29	5.15	4.66

## 1.20 Current Sponsors

MLCF will be the sponsor of this project which is part of Kohinoor Maple Leaf Group. This Group was created by way of trifurcation of the Saigol group of companies and is a reputable and leading manufacturer of textiles and cement in Pakistan. MLCF is the fourth largest cement factory in terms of installed capacity in Pakistan. Below is the comparison with other major players of the industry:

### Major Players of Pakistan Cement Industry

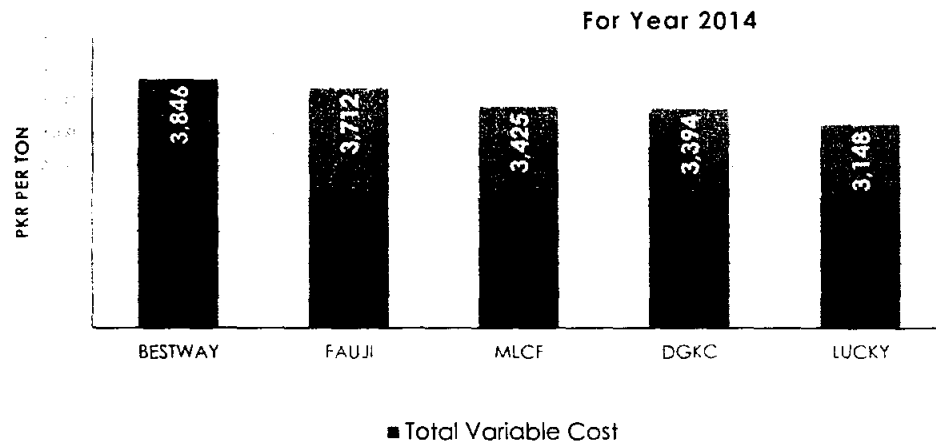


It was set up in 1956 as a joint collaboration between the West Pakistan Industrial Development Corporation and the government of Canada. It is strategically located at Daudkhel (District Mianwali) in Northern Pakistan, which is an area rich in raw materials required for the production of cement. Kohinoor acquired the ownership and management of MLCF under the privatization policy of the government of Pakistan in 1992. Presently Kohinoor Textile Mills Limited (KTM) is the holding company of MLCF having 55% shares.

#### Maple Advantage:

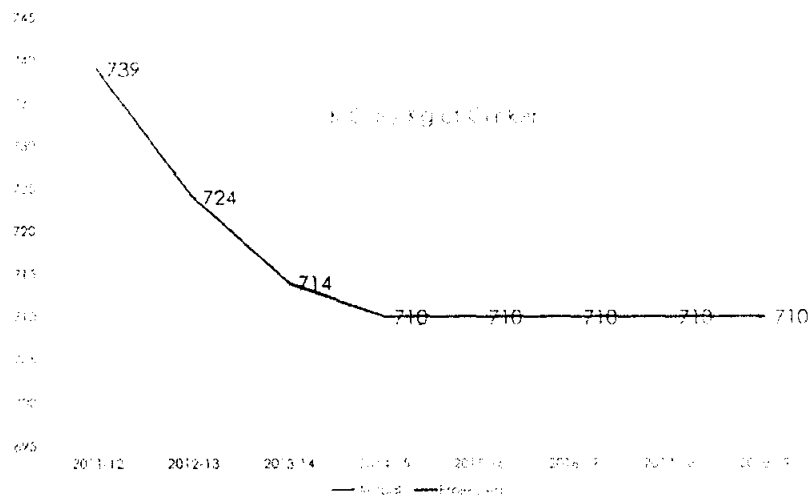
- Largest Single Site in Pakistan:** MLCF is the largest single cement production site of Pakistan with all its installed capacity of 3.4 million tons at one place resulting in huge economies of scale contributing to lower variable cost as evident from below cost benchmarking:

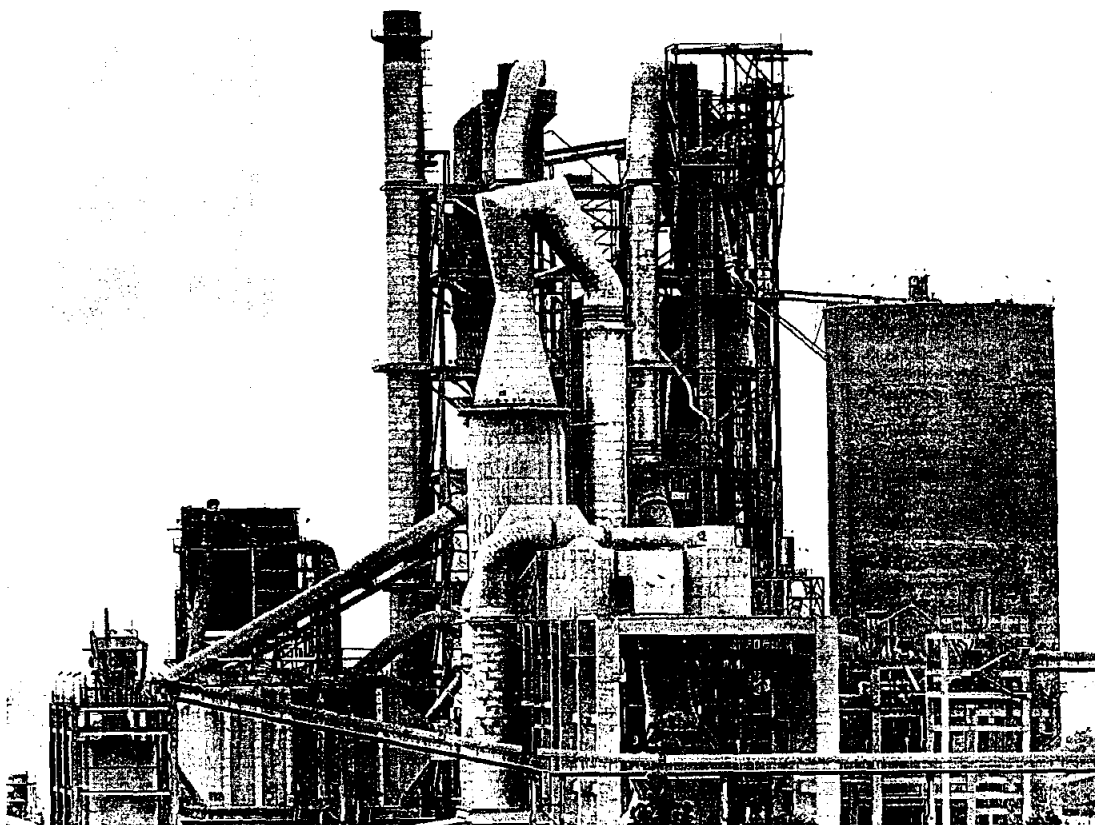
## MLCF – Total Variable Cost (Grey) Comparison(Major Players)



- b) **European Plant with Excellent Infrastructure:** MLCF has state of the art European technology acquired from FLSmidth. The Danish plant offers over 330 days/year run factor and conforms with EU emissions standards. Further, plant is highly energy efficient consuming only 720 Kilo Calories per kg of clinker with capability of substituting coal with petroleum coke resulting in lower variable cost:

## MLCF Energy Performance



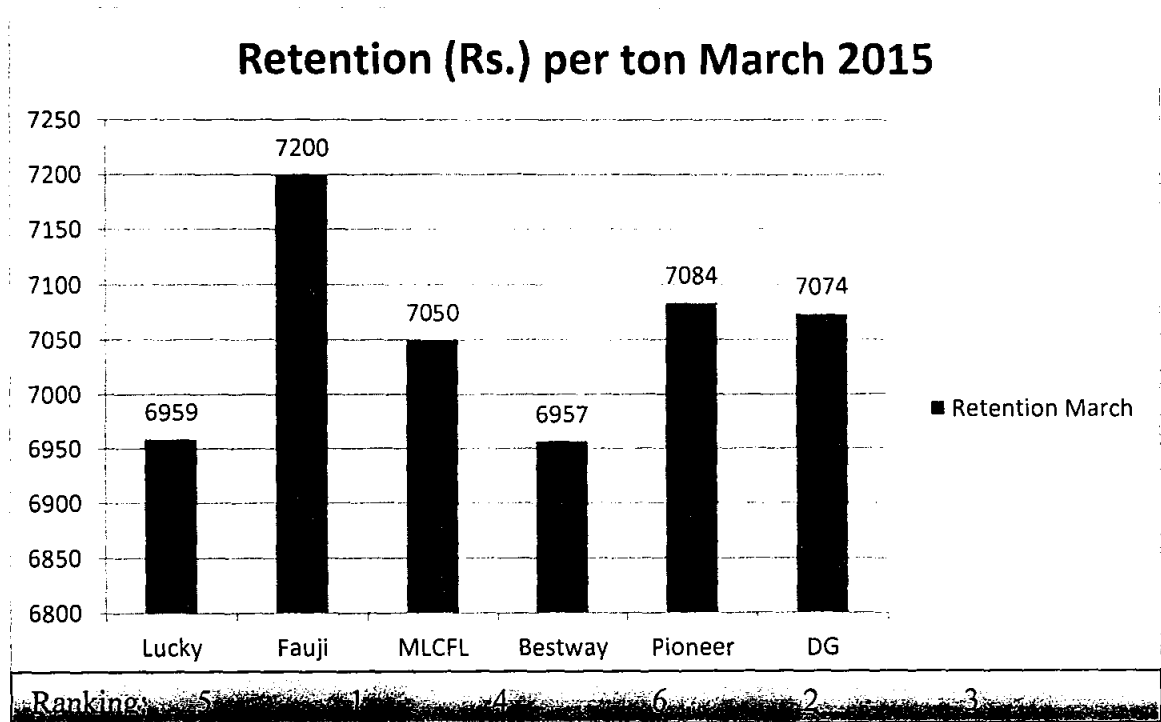


- c) **Efficient Power Mix:** Gas generation and heat recovery systems across entire production lines resulting in overall per kwh cost of 6.5 cents with the following energy mix which will reduce further after commissioning of the proposed coal fired power project:

**MLCF Power Mix at Current Production Levels**

Average cost of power (USD/kWh)		2.960/43.5
<b>MWh Required</b>		<b>35.14</b>
<b>Utilization of Resources</b>	<b>%</b>	<b>USD/KWH</b>
	34	0.00
<b>WHRP</b>	37	0.01
<b>Integrator</b>	29	0.01
<b>Total</b>		<b>35.14</b>
Average cost of power (USD/kWh)		6.5 cents

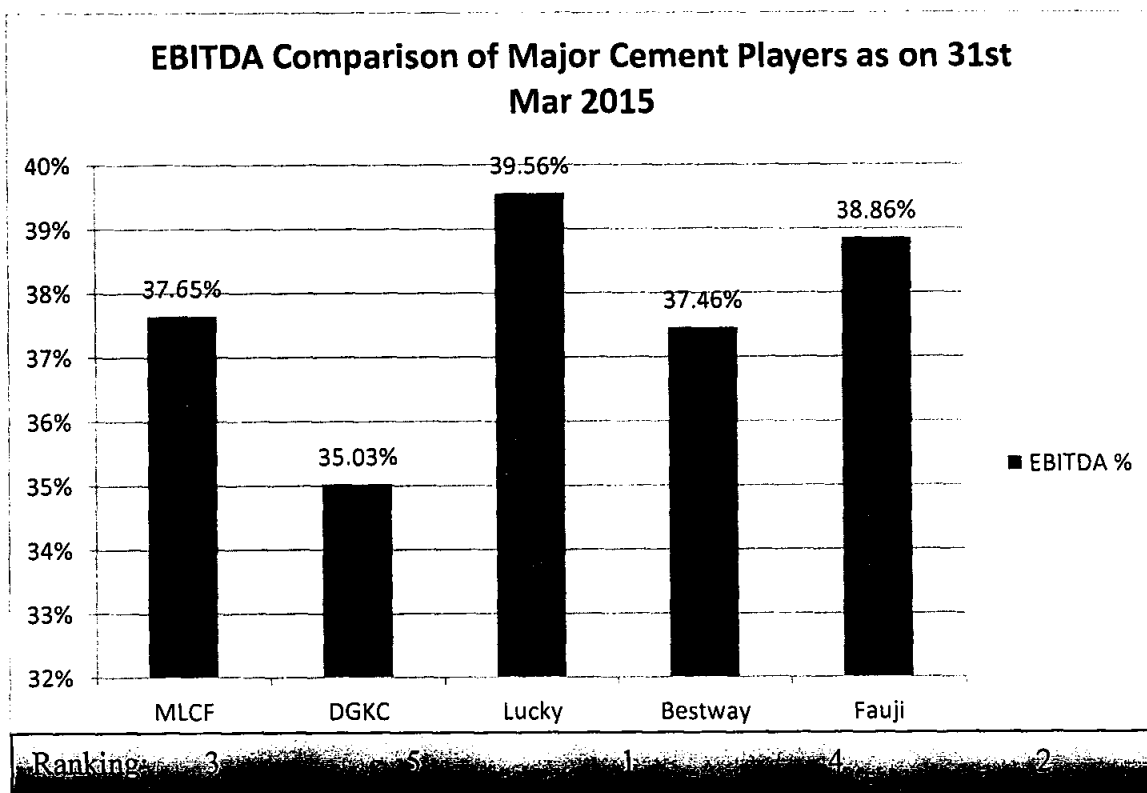
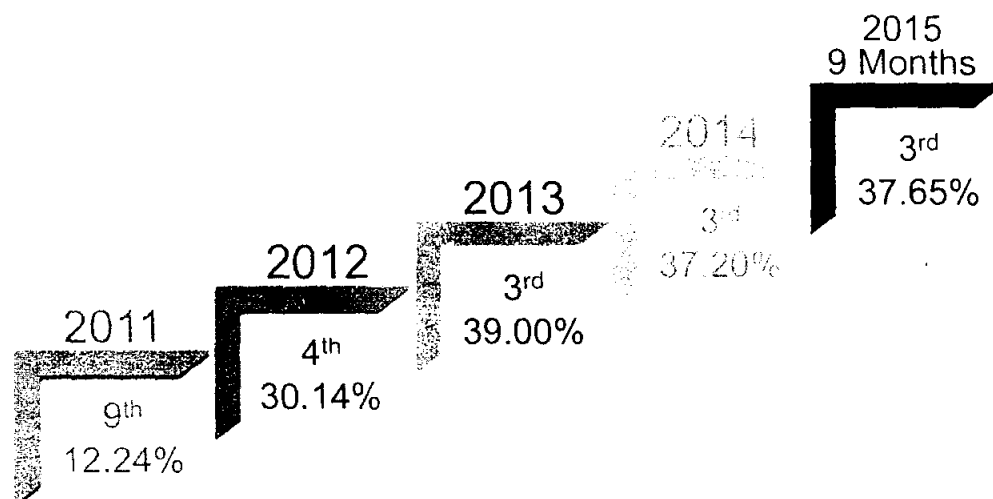
- d) **Brand Recognition:** MLCF has established premium brands both in grey and white cement category resulting in competitive retention vis a vis its peers as evident from the below data:



- e) **Railway Link:** MLCF is the only site in Pakistan with railway links resulting in significant freight savings. MLCF has a four year extendable priority contract with Pakistan Railways which has successfully been in operation for the last 15 months under which MLCF is moving, on average 28,000 tons per month of coal from Karachi port to the site by train resulting in significant freight savings. On return, the train carries cement to Karachi for exports making the export contracts viable.
- f) **Power Plant Operational Expertise** – MLCF has expertise in successfully installing and running various power projects including waste heat recovery plant, furnace oil based Nigatta engines and dual fuel fired Wartsila engine. The total capacity of these engines comes to 56 MW.

g) Top three EBITDA player in the industry as evident from below graphs:

## EBITDA position in industry (Excluding other income)



## MLCFL Financial Data:

Historical results of MLCF are as follows:

### Key Operating Financial Data:

	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011	2009-2010
<b>Quantitative Data (M. Tons)</b>						
<b>Cement:</b>						
Production	3,005,456	2,753,142	2,715,643	2,648,643	2,844,229	3,343,706
Sales	2,962,342	2,740,901	2,687,911	2,649,092	2,862,665	3,364,025
<b><u>Sales (Rs. 000)</u></b>						
Gross Sales	25,393,341	23,263,584	20,671,865	18,677,240	16,708,120	16,715,223
Less:						
Excise Duty	935,201	838,618	820,596	983,313	1,618,710	1,618,793
Sales Tax	3,590,939	3,324,741	2,361,879	2,103,135	1,883,559	1,349,218
Commission	147,147	131,678	132,014	129,436	132,633	116,701
Net Sales	<u>20,720,054</u>	<u>18,968,547</u>	<u>17,357,376</u>	<u>15,461,356</u>	<u>13,073,218</u>	<u>13,630,511</u>
<b><u>Profitability (Rs. 000)</u></b>						
Gross Profit/(Loss)	7,525,247	6,522,985	6,045,035	4,014,773	2,175,159	2,938,628
Profit/(Loss) Before Tax	4,529,030	3,590,401	3,162,615	444,066	(1,580,911)	(2,569,508)
Provision for Income Tax	(678,446)	(760,227)	62,080	52,128	(188,125)	(14,447)
Profit/(Loss) After Tax	<u>3,850,584</u>	<u>2,830,174</u>	<u>3,224,695</u>	<u>496,194</u>	<u>(1,769,036)</u>	<u>(2,583,955)</u>
<b><u>Financial Position (Rs. 000)</u></b>						
Tangible Fixed Assets-Net	23,731,828	24,705,782	25,630,205	26,774,317	28,203,393	21,035,368
Other Non-Current Assets	61,571	60,078	59,979	67,571	72,358	56,840
	<u>23,793,399</u>	<u>24,765,860</u>	<u>25,690,184</u>	<u>26,841,888</u>	<u>28,275,751</u>	<u>21,092,208</u>
Current Assets	7,468,828	7,145,445	6,682,906	5,886,085	5,414,365	5,002,734

Current Liabilities	(8,150,237)	(7,132,572)	(8,568,551)	(10,604,368)	(10,355,310)	(9,348,815)
Net Working Capital	(681,409)	12,873	(1,885,645)	(4,718,283)	(4,940,945)	(4,346,081)
Capital Employed	23,111,990	24,778,733	23,804,539	22,123,605	23,334,806	16,746,127
Less: Non Current						
Liabilities	(5,058,989)	(10,137,641)	(11,981,790)	(12,995,935)	(14,653,399)	(11,611,919)
<b>Share holders Equity</b>	<b>18,053,001</b>	<b>14,641,092</b>	<b>11,822,749</b>	<b>9,127,670</b>	<b>8,681,407</b>	<b>5,134,208</b>
<b>Represented By:</b>						
Share Capital	5,277,340	5,277,340	5,277,340	5,805,603	5,803,458	4,264,108
Reserves & Un-app. Profit	7,969,903	4,472,237	1,493,573	(1,976,742)	(2,670,171)	(129,900)
Share Deposit Money	-	-	-	-	-	1,000,000
Surplus on Revaluation of PPE	4,805,758	4,891,515	5,051,836	5,298,809	5,548,120	-
	<b>18,053,001</b>	<b>14,641,092</b>	<b>11,822,749</b>	<b>9,127,670</b>	<b>8,681,407</b>	<b>5,134,208</b>

## Holding Company – Kohinoor Textile Mills Limited

KTML was established in 1953 at Rawalpindi and is one of the oldest companies of Pakistan with over 50 years experience in textile manufacturing. It was initially set up as a spinning and weaving project with 25,000 spindles and 600 looms. However, after decades of aggressive expansion and modernization KTML has emerged into a fully vertically integrated home textiles company with state of the art capabilities for spinning, weaving, dyeing, printing and stitching. The company has a diverse customer base with sales in both the local and export markets. The main international markets include Asia, Europe, USA and Australia.

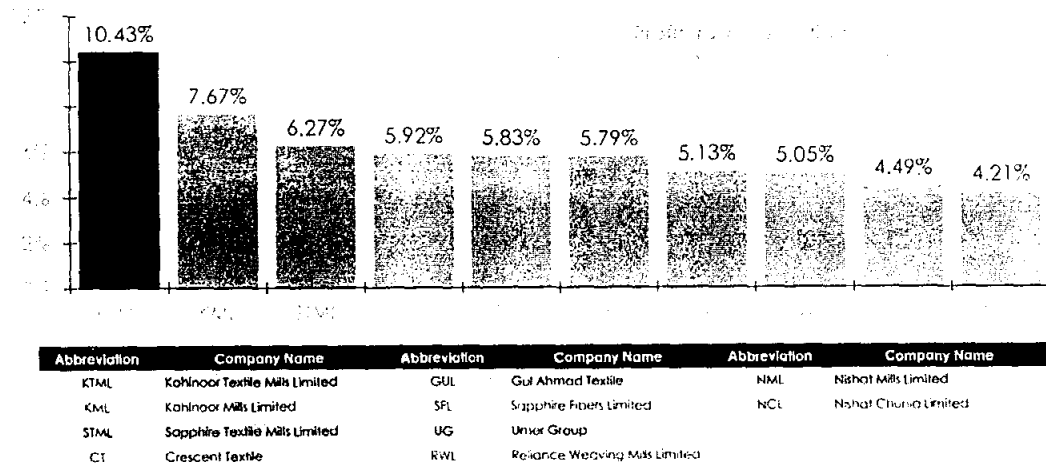
### KTML Advantage

- Experienced Management Team:** Due to the fact that KTML had been in operations for over 50 years, it has been able to nurture an experienced management team and operational capabilities including bulk cotton buying expertise which clearly places the company among the top performing textile units in Pakistan.
- Complete composite unit with uninterrupted power:** KTML is a vertically integrated unit which buys cotton and transforms it into finished home textile products mostly for exports, thereby operating in manufacturing of yarn, greige cloth, dyeing & printing and stitching of home textile products. KTML is operating with most modern and efficient manufacturing equipment having state of the art technology.

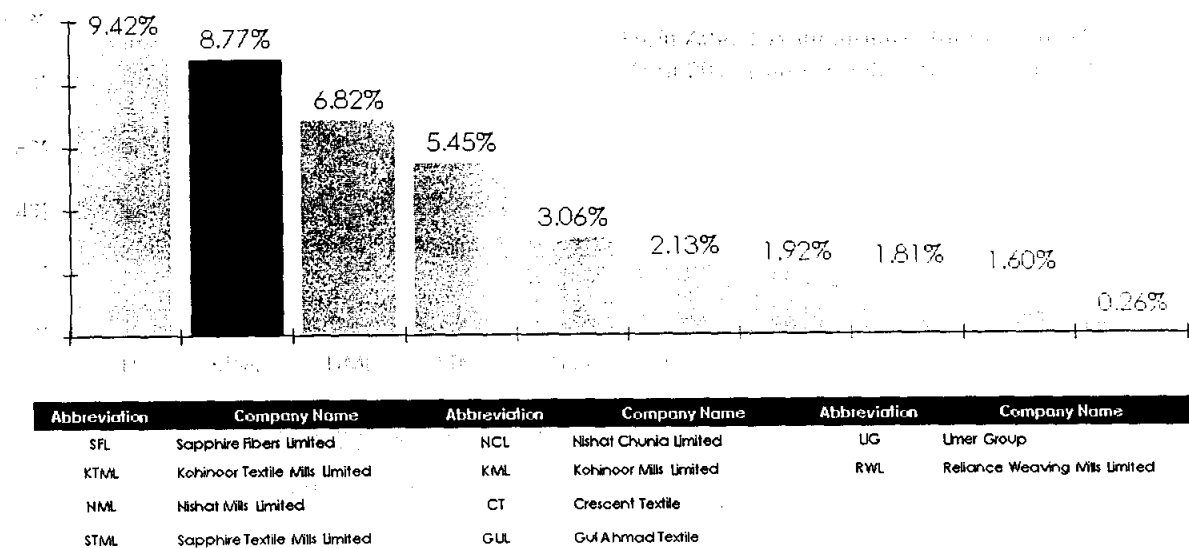


- c) **Efficient cost of production:** KTML is one of the lowest cost producer in textile products generating higher operating margins when compared with its peers as evident from the below graphs:

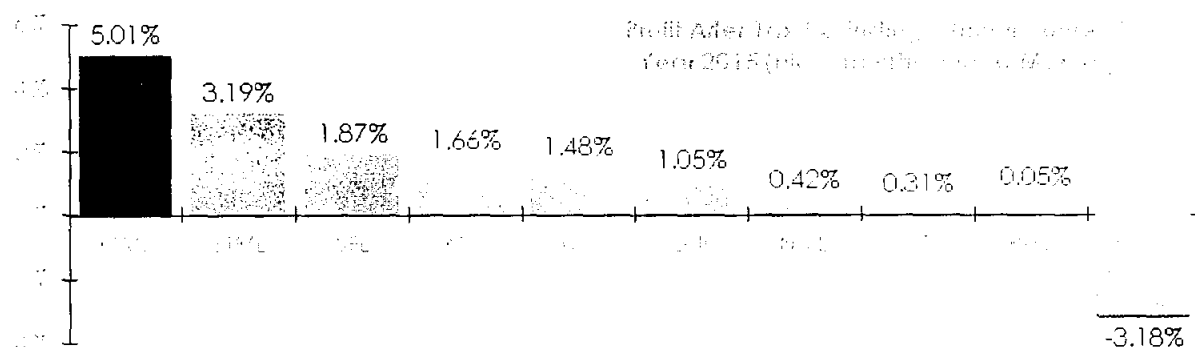
## KTML's rank among major players of Pakistan textile industry



## KTML's rank among major players of Pakistan textile industry



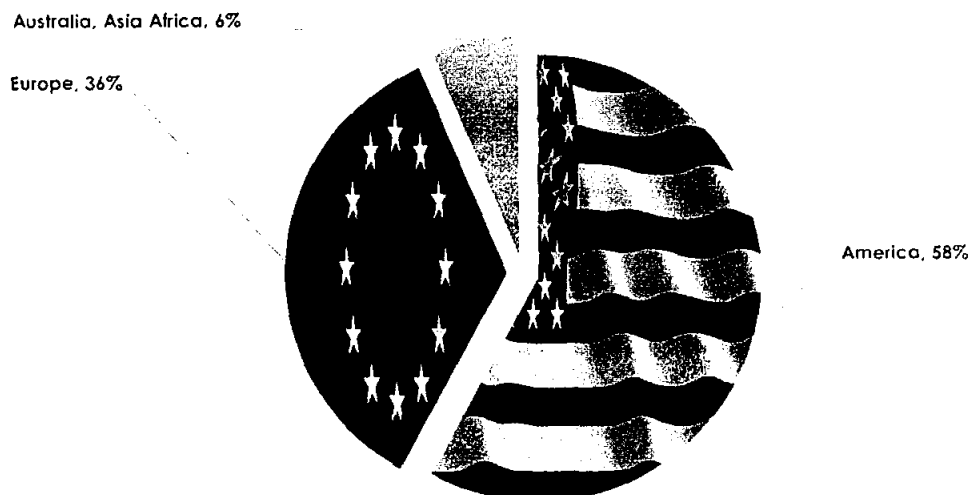
## KTML's rank among major players of Pakistan textile industry



Abbreviation	Company Name	Abbreviation	Company Name	Abbreviation	Company Name
KTML	Kohinoor Textile Mills Limited	UG	Umer Group	RWL	Reliance Weaving Mills Limited
STML	Sapphire Textile Mills Limited	GUL	Gul Ahmad Textile	NCL	Nishat Chunia Limited
SFL	Sapphire Fibers Limited	NML	Nishat Mills Limited		
KML	Kohinoor Mills Limited	CT	Crescent Textile		

- d) **Diversified customer base:** KTML derives its operating strength from the fact that over a period of years it has been able to secure a diversified customer base split between America, Australia and Europe. Following picture depicts KTML's diversified customer base:

### KTML- Region wise % share in Export



## KTML-Major Export Customers



- e) **Latest & efficient MIS systems:** KTML is operating with the following state of the art MIS and operating systems:
- BARCO in weaving
  - Overall ERP and financial system - Oracle
  - K-Hive for gate passes
- f) **Huge urban land potential:** KTML is owner of 165 acres of land located in the middle of the city at a prime commercial location which can be developed into a mega property project. Net unrealized/unrecorded gain after accounting for reallocation cost of the mills is estimated at Rs. 15 billion.
- g) **Diversified income source:** KTML is owner of 55% shares of MLCF and 66% shareholder of Maple Leaf Capital Limited (MLCL). Based on projected profitability of MLCF and MLCL, KTML shall receive on average approximately over Rs. 1 billion per year in dividend income for the next five years.
- h) **Comfortable Debt Structure:** KTML total debt including short term as at the close of business on 30<sup>th</sup> June 2015 stood at Rs. 4 billion only against equity of Rs. 8 billion and turnover of Rs. 16 billion. Accordingly debt at 50% of equity and 25% of turnover is a very comfortable situation which the group wants to maintain and any new expansions in the holding company shall be done mostly out of its equity.

## KTML Financial Data:

Historical results of KTML are as follows:

### Key Operating Financial Data:

	2014-2015	2013-2014	2012-2013	2011-2012	2010-2011	2009-2010
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#### Quantitative Data

##### Textile:

##### Production

Yarn	58,141	63,281	49,439	49,536	66,506
Cloth	38,118	35,343	61,854	55,320	56,142

##### Sales

Yarn	15,634	11,962	9,298	11,049	11,306
Cloth	36,962	34,124	60,196	53,782	55,756

#### Sales (Rs. 000)

Net Sales	15,302,242	14,250,439	11,146,698	12,037,253	10,693,338
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#### Profitability (Rs. 000)

Gross Profit/(Loss)	1,907,163	2,134,252	1,836,649	1,823,548	2,000,809
Profit/(Loss) Before Tax	1,288,592	798,435	304,289	688,790	376,448
Provision for Income Tax	118,940	313,903	187,860	200,939	98,587
Profit/(Loss) After Tax	1,169,652	484,532	116,429	487,851	277,861

#### Financial Position (Rs. 000)

Tangible Fixed Assets- Net	5,919,751	5,959,112	6,161,381	6,747,691	6,496,299
Other Non-Current Assets	4,842,439	5,018,905	5,028,081	5,006,352	4,004,892
	10,762,190	10,978,017	11,189,462	11,754,043	10,501,191
Current Assets	5,359,518	4,339,574	4,002,184	4,539,059	6,556,108
Current Liabilities	5,868,566	6,257,996	6,329,557	6,806,838	8,169,138

Net Working Capital	(509,048)	(1,918,422)	(2,327,373)	(2,267,779)	(1,613,030)
Capital Employed	10,253,142	9,062,601	8,868,373	9,495,827	8,888,161
Less: Non Current Liabilities	410,396	389,507	679,811	1,423,694	1,853,068
Share holders Equity	9,842,746	8,673,094	8,188,562	8,072,133	7,035,093
<b><u>Represented By:</u></b>					
Share Capital	2,455,262	2,455,262	2,455,262	2,455,262	1,455,262
Reserves & Un-app. Profit	3,713,659	2,544,007	2,059,475	1,931,374	1,906,006
Share Deposit Money					
Surplus on Revaluation of PPE	3,673,825	3,673,825	3,673,825	3,685,497	3,673,825
	9,842,746	8,673,094	8,188,562	8,072,133	7,035,093

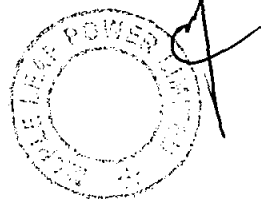
42-Lawrence Road,  
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Fax: 92-042-36368721

## **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D) 2. Consumer class/category, sub-category on the basis of sanctioned load and voltage level" it is to inform that Maple leaf Power Limited is supply electricity to its single Bulk Power Consumer (BPC) Maple Leaf Cement Factory Limited his parent Company with voltage level 6.3 KV.



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## Maple Leaf Power Limited

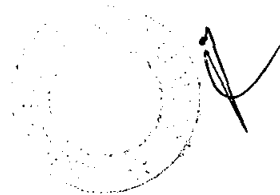
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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)3 Tariff categories of consumer classes to be served" it is to inform that Below Single Tariff is being charge to Maple Leaf Cement Factory as approved by authority vide letter No. NEPRA/C (Hydro)/PAC-100 dated January 10, 2018 and the overall tariff on coal basis (excluding taxes) is as under;

Description	Rs / KWH
Fuel Cost Component	7.69
Insurance	0.16
Depreciation and Financing cost / Debt Servicing	2.76
O&M Admin Cost etc.	1.02
Cost of Working Capital	0.09
Margin	1.20
<b>Total Tariff</b>	<b>12.92</b>

The Power Purchaser shall pay to the company Rs. 12.92/Kwh for the energy supplied to the Power Purchaser ("the energy price") for the period of ten years starting from the date of signing of Power Acquisition Contract. The landed Coal price has been taken as Rs. 14,372/ M. Ton. The fuel cost component shall be subject to adjustment based on fuel price variation with the reference coal price. The fuel cost component has been worked out on the basis of 100% plant loading. The efficiency of the generation facility/thermal power plant is taken at 30.08% for electric power generation (Gross) as per Generation License No SGC/119/2016 clause V. The auxiliary load is considered at 11%. In case of partial load, the fuel cost component shall be subject to adjustment as per partial load schedule attached (Annexure A). Apart from energy purchase price, transmission losses, diesel consumption and electricity duty will be passed on to the Power Purchaser as per actual.





Registrar

**National Electric Power Regulatory Authority**  
Islamic Republic of Pakistan



NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad  
Ph: +92-51-9206500, Fax: +92-51-2600026  
Web: www.nepra.org.pk, E-mail: registrar@nepra.org.pk

No. NEPRA/C(Hydro)/PAC-100 / 419

January 10, 2018

Executive Director (Finance)  
Maple Leaf Power Limited  
42-Lawrence Road  
Lahore

Subject: Approval of Power Acquisition Contract between Maple Leaf Power Ltd. and Maple Leaf Cement Factory Ltd. for 40MW Coal Power Project

Reference is made to your letter dated 4<sup>th</sup> July 2017 for approval of the subject Power Acquisition Contract (PAC).

The Authority has approved the Power Acquisition Contract between Maple Leaf Power Ltd. and Maple Leaf Cement Factory Ltd. at an indicative tariff of Rs12.92/kWh as per the break-up provided in the table below:

Tariff Components	Rs/kWh
Fuel Cost Component	7.69
Insurance	0.16
Depreciation and Financing Cost/Debt Servicing	2.76
O&M Admin cost etc.	1.02
Cost of Working Capital	0.09
Margin	1.20
Total Tariff	12.92

( Iftikhar Ali Khan )  
Director  
Registrar Office




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## Maple Leaf Power Limited

February 24, 2023

With reference to the requirement as per clause, Schedule III (Regulation. 3(4)(a)(D)4.\* Demand and consumption pattern on different time periods. The Average demand and consumption pattern of Load in KWH of Maple Leaf Cement Factory Limited is given in below table from January to December 2022.

Demand & Consumption Pattern of Load (KW) in different time period of a Year						
Month	Plant-I	Plant-II	Plant-III	Plant-IV	MLCF Total Demand	MLPL Total Supply
Jan-22	3,113.1	20,304.9	24,475.7	0.0	47,893.7	30,191.4
Feb-22	5,459.3	6,463.0	29,078.8	0.0	41,001.1	32,307.9
Mar-22	1,126.5	9,997.4	28,602.0	0.0	39,726.0	32,130.6
Apr-22	1,101.2	23,835.9	26,936.1	0.0	51,873.1	31,869.8
May-22	1,194.0	18,840.4	17,917.1	0.0	37,951.6	23,834.0
Jun-22	7,149.2	20,114.2	26,642.5	0.0	53,906.0	23,325.3
Jul-22	2,234.8	18,299.3	14,512.0	0.0	35,046.1	17,480.4
Aug-22	1,189.0	12,657.7	14,456.8	0.0	28,303.5	13,164.8
Sep-22	3,178.4	20,058.8	20,967.3	0.0	44,204.5	24,450.3
Oct-22	3,661.5	19,752.1	21,992.8	0.0	45,406.4	25,269.6
Nov-22	6,349.2	23,083.6	8,389.7	3,238.9	41,061.4	30,868.7
Dec-22	4,948.1	20,526.3	24,643.6	1,885.6	52,003.6	33,119.0



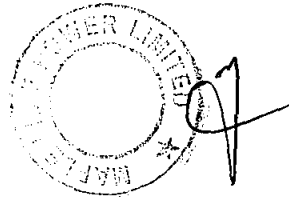
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## **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)5.\* Procurement Plan for meeting expected loads (including own generation and/or long term and short-term PPAs, as the case may be)" based on the annual load requirements Maple Leaf Power Limited will supply up to 28,787.2 MW to its Bulk Power Consumer . It is not applicable to Maple Leaf Power Limited as power from FESCO is purchased by Maple Leaf Cement Factory Limited not Maple Leaf power plant.



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## Maple Leaf Power Limited

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)6.\* 12-month projections on expected load, number of consumers and expected sale of units for each consumer category ". It is already informed in above provisions that MLPL has only one BPC Maple Leaf Cement Factory Limited. MLPL will annually supply 288,787 MWH and 26,253 MWH monthly to its single BPC MLCFL. Monthly and year to date load detail is given in below table;

S.NO	Month	Monthly Load (MW)	Running Total
1	Mar-23	25,725	25,725
2	Apr-23	25,725	51,451
3	May-23	25,725	77,176
4	Jun-23	25,725	102,901
5	Jul-23	5,809	108,710
6	Aug-23	25,725	134,435
7	Sep-23	25,725	160,161
8	Oct-23	25,725	185,886
9	Nov-23	25,725	211,611
10	Dec-23	25,725	237,337
11	Jan-24	25,725	263,062
12	Feb-24	25,725	<b>288,787</b>



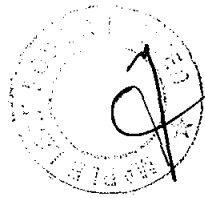
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## **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D), 7 5-year Investment Plan indicating schemes/models/framework for undertaking supply of electric power (including frameworks for providing non-discriminatory services and acquisition/sale of assets in relevant service territories)". It is to inform that MLPL has already made required investment at the time of installation of Coal Power Plant and obtaining generation license for supply of electricity to MLCF and no further investment is being plan.



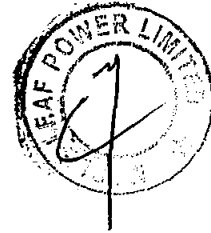
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## **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)8, Training and development procedures and manuals" is attached.



MLCF/HR	Company Policy	Rev#1.0	MLCF/HR/P-027
Title	<b>Training and Development</b>	Revision Date: 11-Dec-2018	Applicable Date: 14-Jan-2015

### Policy Revision History

Author	Designation	Date	Rev #	Description	Rationale of change
	In – charge HR (HO)	24-Nov-2018	1.0	Delete Annexure I. Change in 3.1.10 & 3.2.9.	CR # 0320



Prepared by:	Reviewed by:	Approved by:
In - charge HR (HO)	Head – HR	Chief Executive Officer & Chief Internal Auditor

MLCF/HR	Company Policy	Rev#1.0	MLCF/HR/P-027
Title	<b>Training and Development</b>	Revision Date: 11-Dec-2018	Applicable Date: 14-Jan-2015

## **SECTION 1 SCOPE and PURPOSE**

### **1.1. Scope**

Policy is applicable to "Assistant Managers & above" at Plant site and Head Office including Regional Offices.

### **1.2. Purpose**

To develop World Class Management / Leaders in MLCFL by providing employees with exceptional training & development opportunities.

## **SECTION 2 RESPONSIBILITIES**

- Human Resource Department

## **SECTION 3 POLICY**

### **3.1. General**

- 3.1.1. Mandatory Management Trainings as approved by CEO (Annexure A) shall be organized by HR department.
- 3.1.2. HR Department shall prepare a Comprehensive "Annual Training Plan (Annexure B)" as per Company's fiscal year for AMs & above, keeping in view the Mandatory Management Trainings. However, additional trainings can be added to the Annual Training Plan subject to the requirement / management discretion.
- 3.1.3. Annual Training Plan shall clearly indicate In-house / Outsourced trainings along with the estimated cost (budget) to be sent to the CEO for approval by May 30th of every year.
- 3.1.4. Any addition or deletion of prescribed courses in the Annual Training Plan shall be done through mutual discussion of the CEO, concerned HOD / GM and Head HR.
- 3.1.5. It shall be mandatory for all Assistant Managers & above to attend specific training courses mentioned in MLCF Annual Training Plan.
- 3.1.6. Completion of mandatory courses is one of the pre-requisites for promotion / increment but does not guarantee automatic eligibility.

MLCF/HR	Company Policy	Rev#1.0	MLCF/HR/P-027
Title	<b>Training and Development</b>	Revision Date: 11-Dec-2018	Applicable Date: 14-Jan-2015

3.1.7.If an employee is unable to attend the designated course(s) due to compelling circumstances, he / she shall have to seek prior approval from the CEO through HR department by email, for his / her omission from the designated training course. However, HR shall have to ensure that the said employee shall attend the subsequent course.

3.1.8.GM's & above individual trainings would be determined on need basis. CEO shall decide regarding trainings for them at the time of their Annual Performance Evaluation.

3.1.9.HR Department shall act as a facilitator and provide necessary support to the training participants / trainer in terms of their traveling, ticketing, and hotel stay as per MLCF/HR/P-005, if required, in order to complete the training course.

3.1.10. Employees post training performance shall also be evaluated through Annual Performance Reviews. Detail of attended trainings shall be mentioned in HR System which shall be attached with Employees Annual Performance Appraisal form (MLCF/HR/F-037) for review.

3.1.11.If an incumbent is hired at a level higher than Assistant Manager, Head HR in consultation with respective HOD, shall determine what waiver with regard to mandatory trainings to be granted to the incumbent through Employee Training Waiver form (Annexure I) which shall be placed in employee personal file). These waivers can be determined on the basis of education or equivalent trainings.

3.1.12. At the time of hiring from outside, HR Department shall check the training courses as per Maple Leaf Training program that employee should have attended prior to the grade in which he is inducted. If he has not attended the relevant previous courses, then it shall be the responsibility of HR to ensure that the new inductee must complete requisite training(s) in the subsequent training program.

### **3.2. Training Arrangements / Execution**

3.2.1.HR department shall upload the upcoming trainings information on MNet as per approved Annual Training Plan.

3.2.2.For every training, list of participants (Annexure C) shall be finalized by HR in coordination with respective HODs.

3.2.3.HR department shall announce the training program by sending an email to all participants keeping in loop their respective HODs.

3.2.4.Training Schedule as per approved format (Annexure D) along with course outline, list of participants & dress code details shall be attached in the email.

3.2.5.Reminders (Verbal / Email) shall be given by HR to the participants a day before training.



MLCF/HR	Company Policy	Rev#1.0	MLCF/HR/P-027
Title	<b>Training and Development</b>	Revision Date: 11-Dec-2018	Applicable Date: 14-Jan-2015

3.2.6.TA / DA in this connection shall be admissible as per approved Travel In-Country (MLCF/HR/P-005) / Overseas policy (MLCF/HR/006).

3.2.7.To ensure all training arrangements, a checklist (Annexure E) shall be filled by the HR representative

3.2.8.Training contents shall be prepared on the Company's approved presentation format (Annexure F)

3.2.9.Participants' attendance shall be marked by HR representative before start of the training on the approved system generated attendance sheet (Annexure G)

3.2.10. Training rules (as given below) have to be strictly followed by all participants:

- Punctuality to be observed
- Cellphones to be kept off or silent
- No smoking during the session
- Limited movement during the session

3.2.11. Training certificates / souvenirs as per approved format (Annexure H) shall be awarded to participants upon successful completion of the training.

3.2.12. Training Manual / record folder shall be maintained after completion of the training encompassing the following:

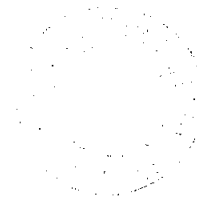
- Training Presentation
- Training schedule
- List of participants & attendance record in HR system
- Training arrangements checklist

3.2.13. Training pictures and presentation (if required) shall be uploaded on MNet.

MLCF/HR	Company Policy	Rev#1.0	MLCF/HR/P-027
Title	<b>Training and Development</b>	Revision Date: 11-Dec-2018	Applicable Date: 14-Jan-2015

## SECTION 4 ANNEXURE

Mandatory Management Trainings	(Annexure A)
Annual Training Plan	(Annexure B)
List of Participants	(Annexure C)
Training Schedule	(Annexure D)
Training Arrangements Checklist	(Annexure E)
Training Presentation	(Annexure F)
Training Attendance sheet	(Annexure G)
Training Certificate / Souvenir	(Annexure H)
Employee Training Waiver Form	(Annexure I)



**Policy Review:** The Policy shall be reviewed by Head-HR after every two years unless required otherwise.

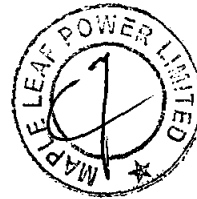
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# **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)9, Consumer Service Manual Power Acquisition Contract between MLPL and MLCF dated 4 July 2017.



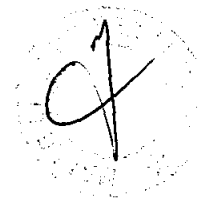
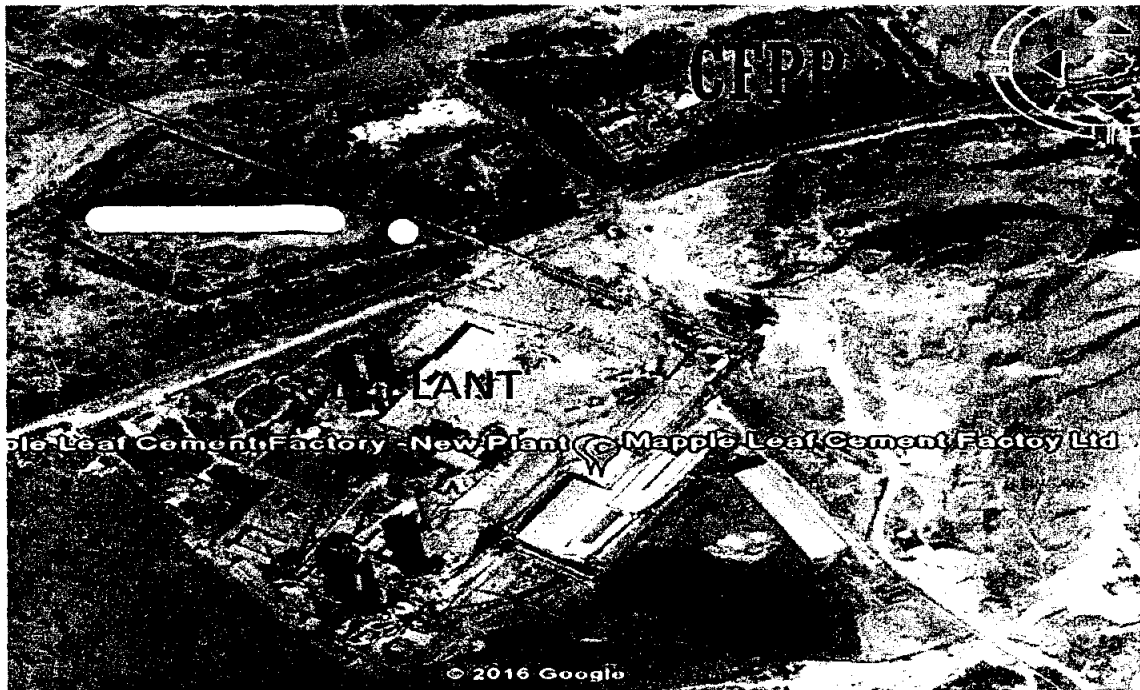
42-Lawrence Road,  
Lahore, (Pakistan)  
Tel: 92-042-36302261  
& 36302262  
Fax: 92-042-36368721

## Maple Leaf Power Limited

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)10 i. \* Proposed Service Territory". It is to inform that MLPL will supply power to Maple Leaf Cement Limited (MLCL) within its territory at Iskanderabad near Doud Khel, District Mianwali, Punjab.



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## Maple Leaf Power Limited

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)10 ii. \* Billing and collection procedures (including provisions for remote metering)". It is to inform that vide Article 6 – Billing and Delayed Payment page 4-5/8 of Power Acquisition Contract between MLCF and MCPL dated 4<sup>th</sup> Jul 17, the Parties confirm, acknowledge and agree that:

- a) The Company shall, within five (5) working days from the issuance of FESCO tariff in each month following the Supply Date, prepare and issue an invoice for the previous month containing the amounts due from the Power Purchaser to the Company for the Energy purchased during the previous month.
- b) The invoice shall be prepared for Energy for the preceding month in accordance with the readings of the Metering System located at the Interconnection Facility.
- c) The Power Purchaser shall pay all amounts shown in the invoice within ten (10) working days of the date of the invoice ("**Due Date**").
- d) If the Power Purchaser fails to pay the invoiced amounts on the Due Date, such failure shall attract liquidated damages calculated at the Delayed Payment Rate.
- e) The Power Purchaser shall make all payments by wire transfer or any other banking mode into the account designated by the Company from time to time.
- f) Both Parties shall pay, if applicable, their respective taxes as applicable on them (if any) as per the prevailing law.
- g) All disputes relating to payments made under this Agreement shall be settled in accordance with Article 14.

A handwritten signature, possibly 'CJ', is written over a circular stamp. The stamp contains some text that is mostly illegible but appears to include 'MCPL' and 'Lahore'.

42-Lawrence Road,  
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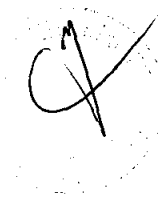
## Maple Leaf Power Limited

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)10 iii. \* Ability to access consumer metering systems and other services/equipment". It is to inform that vide Article 5 – Metering and Testing page 4/8 of Power Acquisition Contract between MLCF and MCPL dated 4<sup>th</sup> Jul 17 where the Parties Confirm, Acknowledge and agree that:

- a) For the purposes of determining the accurate amounts of Energy, a Metering System is required to be installed at the Generation Facility and the Power Purchaser's premises prior to the Supply Date;
- b) On or before the Supply Date, the Company and the Power Purchaser shall, at their own cost and expense, procure and install the Metering System at the Interconnection Point and the Power Purchaser's premises, as the case may be, for taking accurate readings of Energy;
- c) The Company and the Power Purchaser shall recalibrate the Metering System biannually.
- d) Either party may request a recalibration of the Metering System during the term of the Agreement and the Party requesting such recalibration shall bear the costs of such recalibration;
- e) The Power Purchaser shall install MV switchgear panel with complete protection and metering system at its premises to receive Energy. The Power Purchaser shall also procure, for evacuating Energy from the Interconnection Point, a 6.3 KV incoming panel with vacuum circuit breaker and complete metering and protection accessories at its own cost and expense.
- f) The readings of the Metering System shall initially be taken/read on or before the Supply Date and thereafter on a monthly basis by a committee comprising authorized representatives of the Company and the Power Purchaser.
- g) If after the Supply Date the Metering System fails to register an accurate reading of Energy, or if the measurement made by the Metering System during a subsequent test varies by more than  $\pm 0.5\%$  from the accurate measurements made after the installation of the Metering System, then the Metering System shall be recalibrated until the Metering System provides an accurate reading of Energy.

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- h) The Metering System will be sealed by postal bonds duly signed by both Parties.
- i) Both Parties shall ensure that neither they nor their employees, contractors or subcontractors of any tier tamper with the Metering System. Should either Party breach the foregoing covenant, the Party in breach shall: (i) develop a security system acceptable to the other Party; and (ii) refund the benefit received by the breaching Party as a result of such tempering.
- j) Any additional payment to the Company or refund to the Power Purchaser pursuant to any inaccurate readings of the Metering System shall be returned to the owing Party. Such payment shall be made within ten (10) days of a written notice issued by the owing Party of the amount due to the other Party.



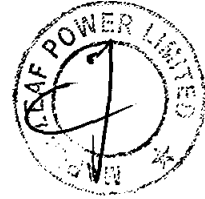
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Tel: 92-042-36302261  
& 36302262  
Fax: 92-042-36368721

# Maple Leaf Power Limited

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D)10 IV. \*  
Emergency provisions and protocols as attached.





**MAPLE LEAF CEMENT FACTORY LIMITED**

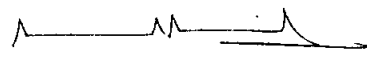
MLCF/Works	Standard Operating procedure (SOP)	Rev#4.0	MLCF/HSE/S-008
Title	<b>Emergency Response Plan</b>	Revision Date: 24-Dec-2020	Applicable Date: 11-Feb-2015

**SOP Revision History**

Author	Designation	Date	Rev #	Description	Rationale of change
Mr. Irfan	In – charge HSE	21-06-2016	1.0	Delete point related to attendance under 2.2. Heading 2.4 change with "Shift Engineer" and add 2 <sup>nd</sup> bulleted point. Change in 2.7.	CR # 0119
Mr. Irfan	In – charge HSE	18-Jan-2018	2.0	Change in 2.1, 2.6, 2.7, 3.1, 3.4.2.1 (Manual System) & 3.4.2.2 (Automated Response System). Delete 3.2.3.2 (Earthquake) & 3.2.3.3 (Hurricanes)	CR # 235
Mr. Irfan	In – charge HSE	04-Apr-2020	3.0	Change in clauses 2.1, 3.3.2.3 & 3.3.2.4 (assembly points & Evacuation Routes added for CFPP & L-III) and 3.6.	CR # 0440
	In – charge HSE	23-Nov-2020	4.0	change in clause 1.1, 2nd & 3rd bullet under 2.1, 2.6, 3.1.1.1 & 3.1.1.2.	CR # 0482

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<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
<b>In-charge HSE</b>	<b>Head – RCM</b>	 <b>Chief Internal Auditor &amp; Chief Executive Officer</b>



## MAPLE LEAF CEMENT FACTORY LIMITED

MLCF/Works	Standard Operating procedure (SOP)	Rev#4.0	MLCF/HSE/S-008
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### SECTION 1 SCOPE AND PURPOSE

#### 1.1. Scope

This SOP shall apply to a broad range of emergencies which are included but not limited to Fires, Diseases, Earthquake, Terrorism, Flood, and Hurricane or any other natural calamities at Maple Leaf Cement Factory.

#### 1.2. Purpose

This SOP is aimed at establishing a comprehensive procedure to deal with any disastrous event mentioned in the scope for reporting, evacuating, controlling and roles & responsibilities of HSE staff including training of MLCFL employees.

### SECTION 2 RESPONSIBILITIES

#### 2.1. In – charge HSE

In – charge HSE shall be responsible to:

- Ensure that emergency response plan i.e SOP is distributed and understood by MLCFL employees
- Coordinate with Head RCM, Head A&IR and concerned HOD
- Monitor Plant emergency response plan on behalf of Plant management/designated officers
- Manage emergency drills and evaluations on regular basis at Plant site.

#### 2.2. HSE area Managers

HSE Area Managers must be familiar with all aspects of Emergency Response and Evacuation Plan and assist to employees in all emergencies that may occur at MLCFL. HSE area manager shall:

- Know all buildings layouts and various escape routes
- Know the location of, and how to operate available fire extinguishers, in the buildings.
- Know the hazardous areas to be avoided during the evacuation
- In case of any person is missing or trapped, Emergency Response Team shall rescue the person in a safe way by using all available equipments and with the support of medical unit team/local rescue service
- Maintain discipline and control the panic situation during the evacuation process

**MAPLE LEAF CEMENT FACTORY LIMITED**

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**2.3. First Responder**

First Responders shall be the individual who first comes across or is aware of the emergency and shall:

- Quickly assess the scene and immediately communicate with CCR/help line operator
- In the case of fire emergency, raise the alarm to warn all persons present in the area
- Make area safe for the casualty(s), if possible for him/her otherwise move casualty(s) to safe location (if safe to do so)
- Provide First Aid Care, if trained for it
- Handover to designated First Aider, communicate information on injuries, action taken and cause of injury (if known)

**2.4. Shift Engineers**

The shift Engineers, shall be the first point of contact for the first responder and shall be responsible for:

- Notify first aiders in Trauma Center to mobilize. Ref. Annexure A
- Swap through the respective building to make sure everyone has evacuated
- Notify emergency response team and Head HSE. Ref. Annexure A

**2.5. First Aiders**

The responsibilities of first aiders shall be:

- To assess the scene and condition of casualty
- To provide initial first aid care and stabilize patient(s)
- To remain with patient(s) and wait for ambulance

**2.6. Maple Health Care Medical Unit Team (Paramedic Staff/Ambulance Drivers)**

Ambulance shall proceed to the location as soon as possible with revolving light/siren in "ON" condition. All other vehicles shall give way to ambulance. Paramedical staff shall accompany the ambulance.

- Provide care to stabilize / treat patient(s) before transferring to hospital
- Communicate Medical evacuation requirements when appropriate to the Head HSE
- First Aider must accompany patient(s) to the hospital (if required)



## MAPLE LEAF CEMENT FACTORY LIMITED

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### 2.7. Emergency Response Team (ERT)

Emergency response team shall be responsible to extinguish the fire, provide first aid to injured person(s) if trained, and help in evacuation and damage control by all possible available means. ERT shall shutdown the equipment by using the emergency switches and after that they shall inform the CCR operator. Fire truck shall proceed to the location as soon as possible with revolving light/siren in "ON" condition. All other vehicles shall give way to fire truck and duty security staff shall ensure the route clearance. After completion of all actions ERT team is responsible to:

- Ensure that fire is completely extinguished
- Submit a comprehensive Emergency Report to Head HSE

## SECTION 3 PROCEDURES:

### 3.1. Fire Emergencies:

In the case of fire emergency, first responder shall raise the alarm to warn all persons present in the area. First responder shall warn all persons present in area by repeatedly shouting "Fire, Fire, Fire", "Emergency, Emergency, Emergency". After incident communication on "Emergency Number 2299 (Ext.)", he/she along with designated firefighting team of each area shall try to extinguish the fire with appropriate installed equipments i.e. water, sand, suitable fire extinguishers and fire hydrants etc. (ONLY IF he/they are trained to do so).

Firefighting team shall immediately inform the concerned department to cut off the fuel, electric, and gas supply and inform emergency response team about the event. Those in vicinity having heard the voice alarm shall rush to the allocated assembly points.

Firefighting team shall:

- Organize and control the fire extinguishing efforts at initial stage
- Secure and prevent wounded persons if possible by not risking their own lives
- Remove sensitive / precious pieces of equipment to a safe place if possible while not risking their own lives

#### 3.1.1. Medical Emergencies:

##### 3.1.1.1. Medical Unit

Paramedic staff at the Maple Health Care Center (MHCC) shall manage the medical emergencies as per HSE SOP MLCFL/HSE/S-003. Medical emergencies at Plant to be treated in MHCC for stabilizing before referring to Hospital.

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**3.1.1.2. Ambulance**

Injured person(s) at Plant site shall be transported to hospital using ambulance as per HSE SOP MLCFL/HSE/S-003.

**3.1.1.3. Severe Weather & Natural Disasters:**

Severe weather and natural disasters are often unforeseen, in case of severe weather and natural disasters following procedure shall be adopted:

**3.1.1.4. Earthquake:**

- Employee shall remain calm and await instructions from the Head HSE or the designated HSE officer.
- Employees shall be evacuated as per instructions of HSE area manager and/or the designated HSE officer.
- Employees shall keep themselves away from overhead fixtures, windows, filing cabinets, and electrical power.
- Employees shall assist handicap personnel in finding a safe place

**3.2. Bomb/terrorism threats:**

All bomb/ terrorism threats received shall be treated as a serious threat. It is essential that whoever receives the call pays attention and record the required following information:


- Detail about the explosive device
- Detail of the caller's voice and demeanor – e.g. accent, level of calmness etc.
- Any background noise from the callers end – e.g. machinery, traffic, animals etc.
- The recipient of the call shall immediately inform head S&GS

**3.3. Evacuation procedure:**

A standard building evacuation system comprises of following three components:

**3.3.1. The circulation path:**

- Circulation path is a continuous and unobstructed route for evacuation leading to the assembly area (rooms, corridors, doors, stairs, smoke proof enclosures, horizontal exits, ramps, exit passageways, moving walkways etc.).

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### 3.3.2. Notification System(S):

- Notifications could be manual or automated.

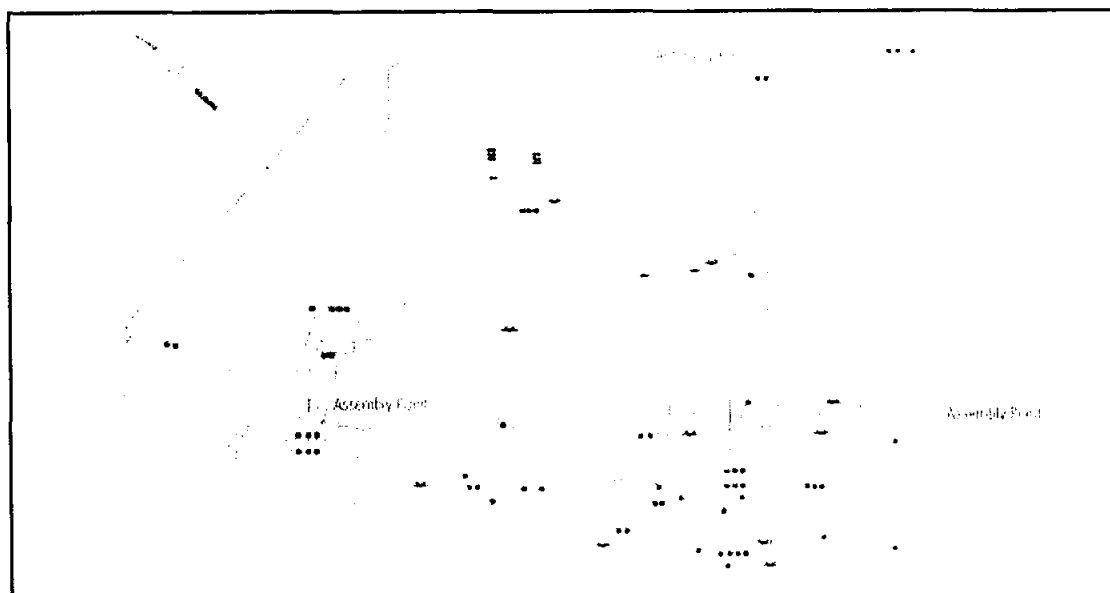
#### 3.3.2.1. Manual System:

- First responder shall warn all persons present in area by raising the emergency alarm
- Dial 2299 to report the incident and inform them about nature and location of the incident. The first responder shall notify details of the building.

#### 3.3.2.2. Automated Response System (Smoke/Heat Sensors):

- On detection of smoke or heat by the automated sensors, sound alarm shall blow to alert building occupants regarding fire on a specific floor/building. Occupants shall proceed towards assembly area and remain there until "All Clear" announcement is given by Emergency Response Team after extinguishing fire through fire extinguishers or hydrants. In case, heat or smoke is not detected by the sensors but observed by any individual (first responder), he/she has to activate alarm by pushing alarm switch provided in all buildings.

#### 3.3.2.3. Emergency Assembly Points:

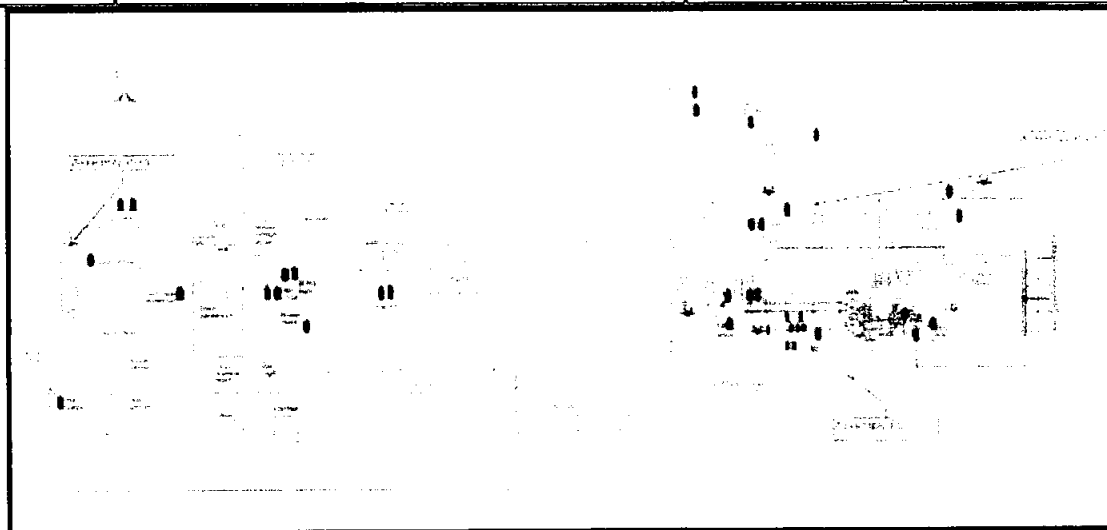


EMERGENCY ASSEMBLY POINTS AT GCD

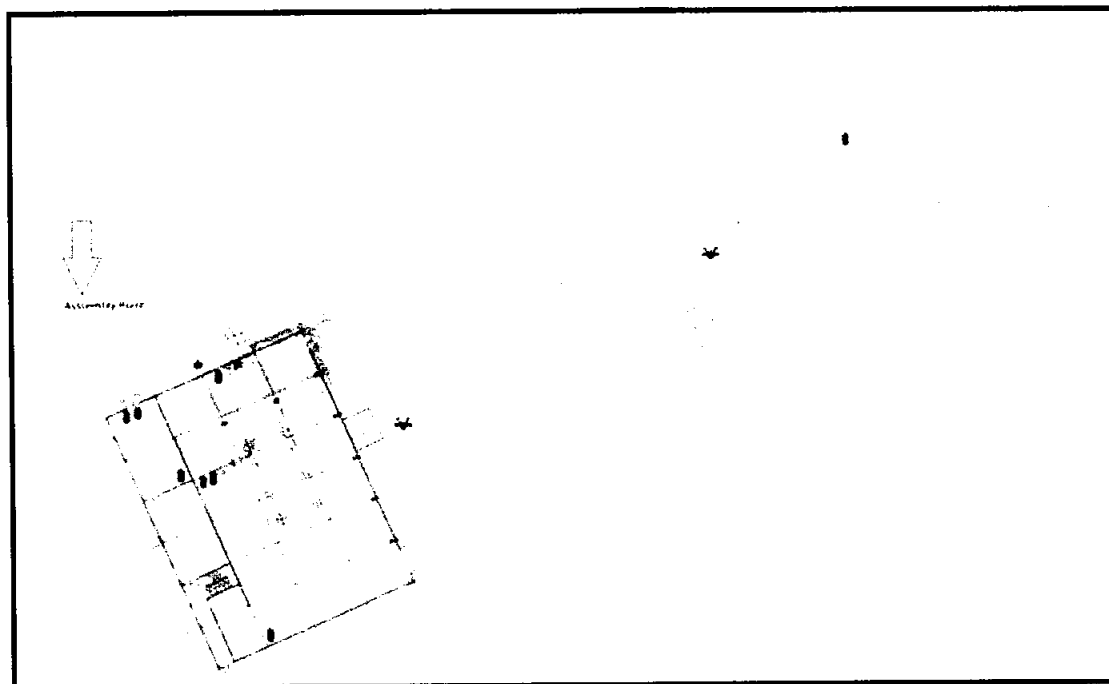


# MAPLE LEAF CEMENT FACTORY LIMITED


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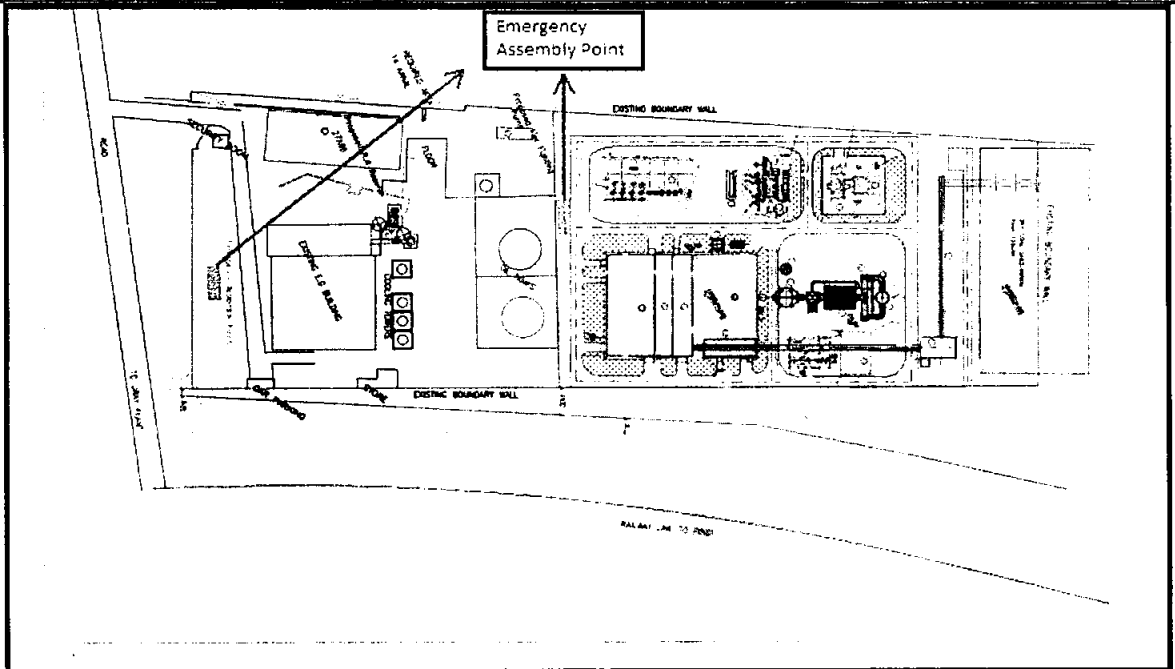


EMERGENCY ASSEMBLY POINTS AT SCD

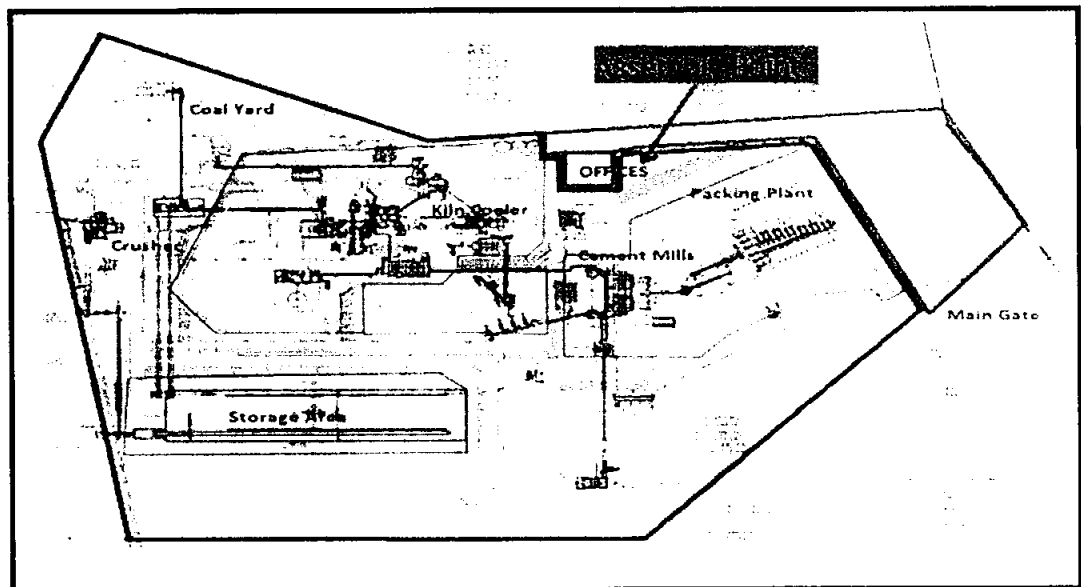


EMERGENCY ASSEMBLY POINTS AT WHP

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#### EMERGENCY ASSEMBLY POINTS AT PG&D (PGP & CFPP)



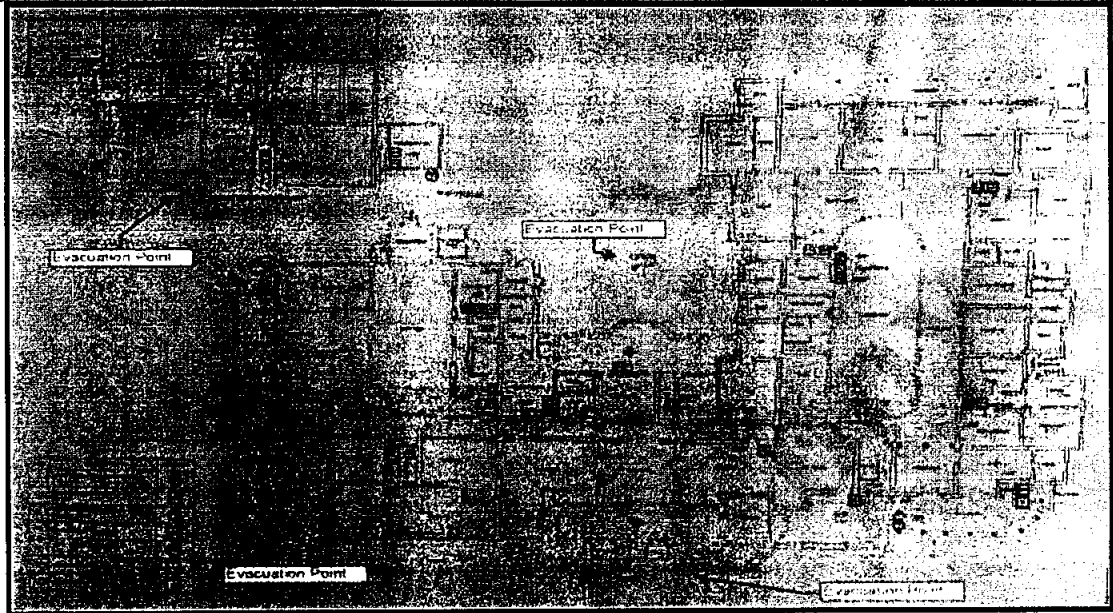
#### EMERGENCY ASSEMBLY POINTS AT L-III






# MAPLE LEAF CEMENT FACTORY LIMITED

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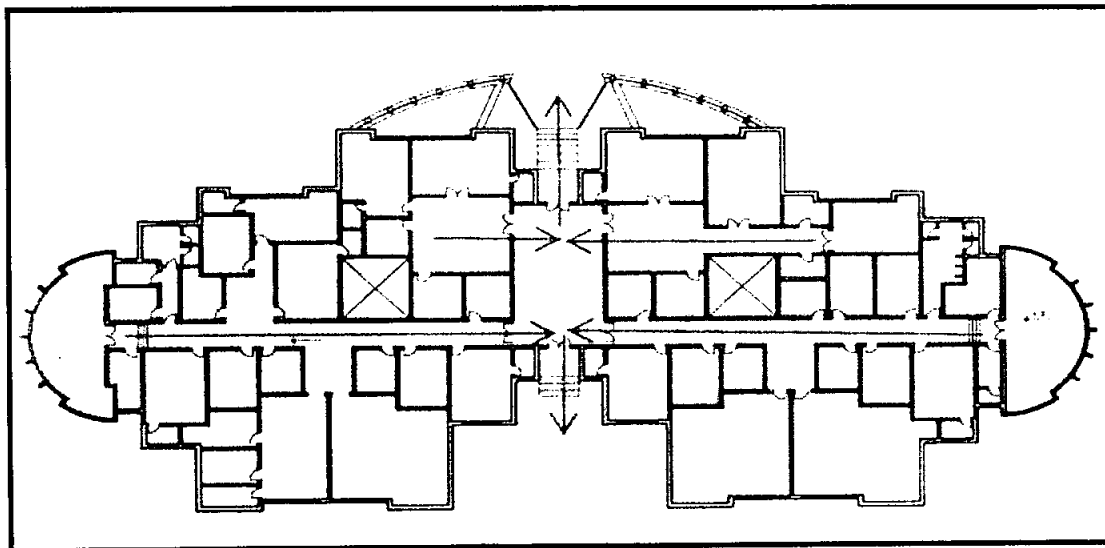


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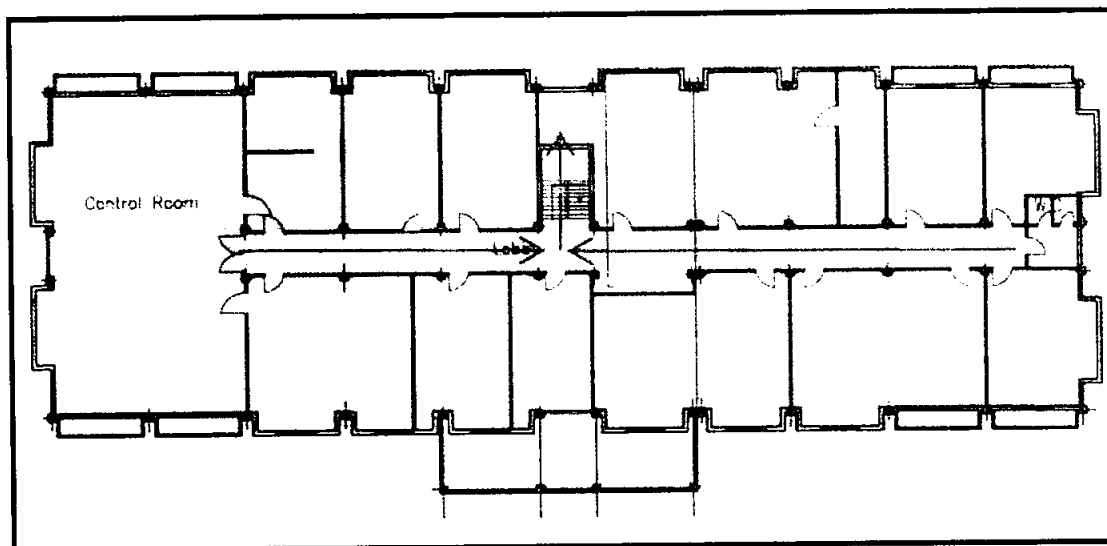
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### 3.3.2.4. Evacuation Routes:

Evacuation routes at management house GCD are shown in following maps.



Evacuation Routes Management House GCD

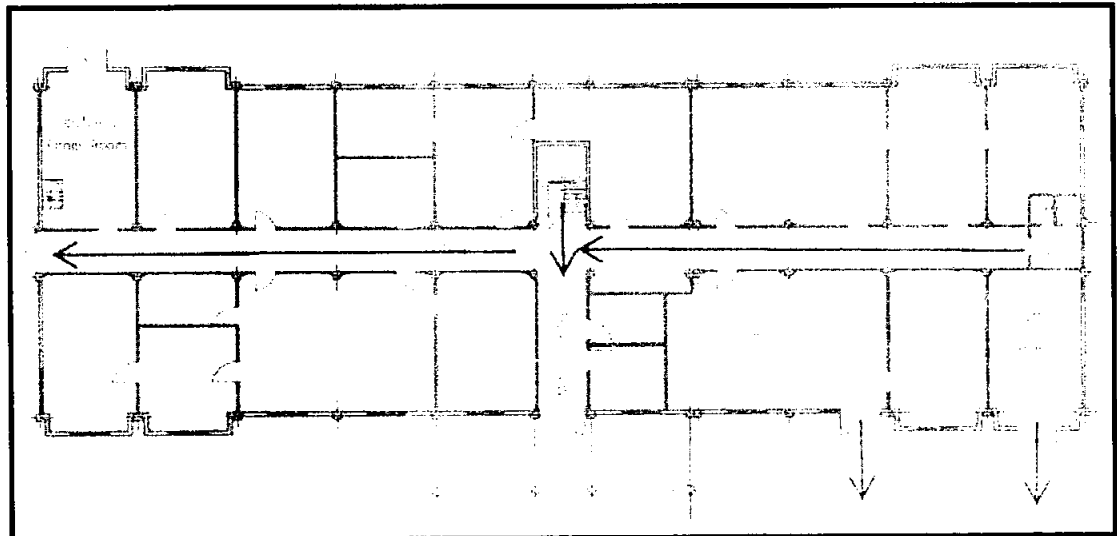


Evacuation Routes CCR Building GCD First Floor

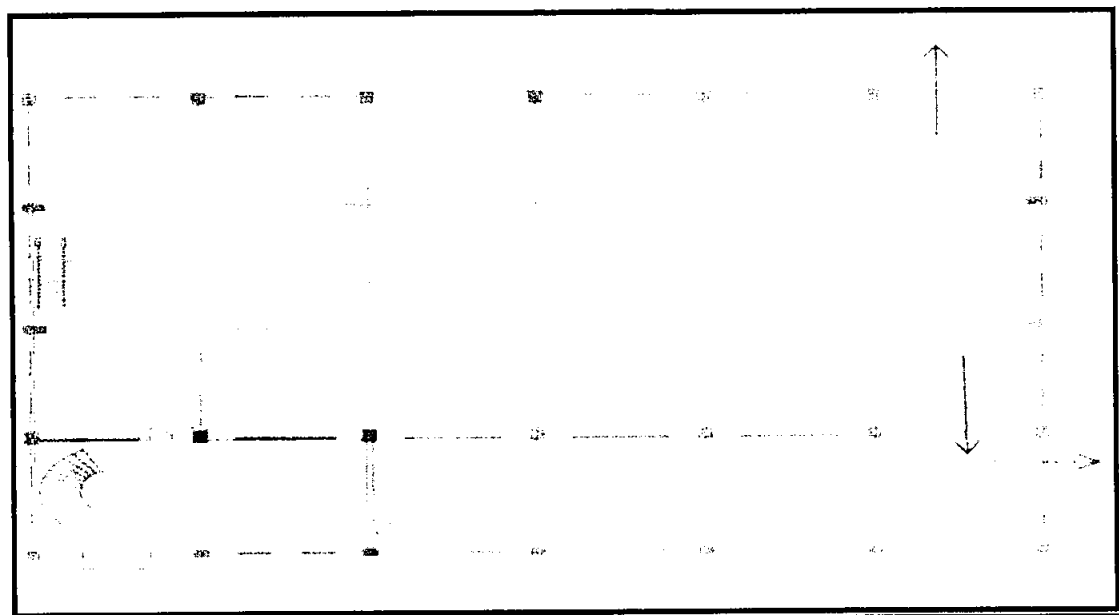


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Evacuation Routes CCR Building GCD Ground Floor

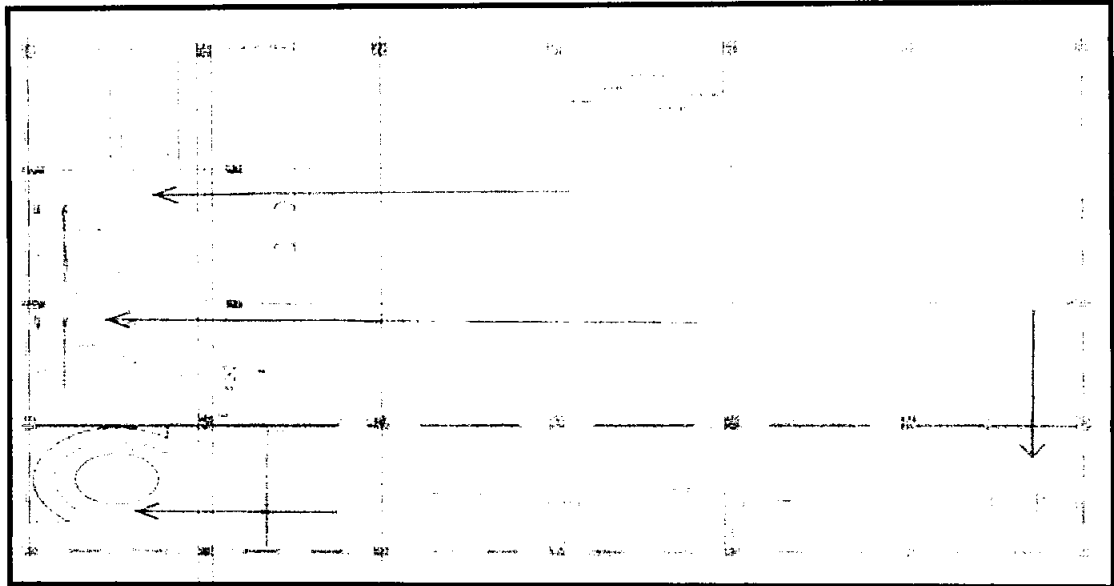


Evacuation Routes WHP Building GCD Ground Floor

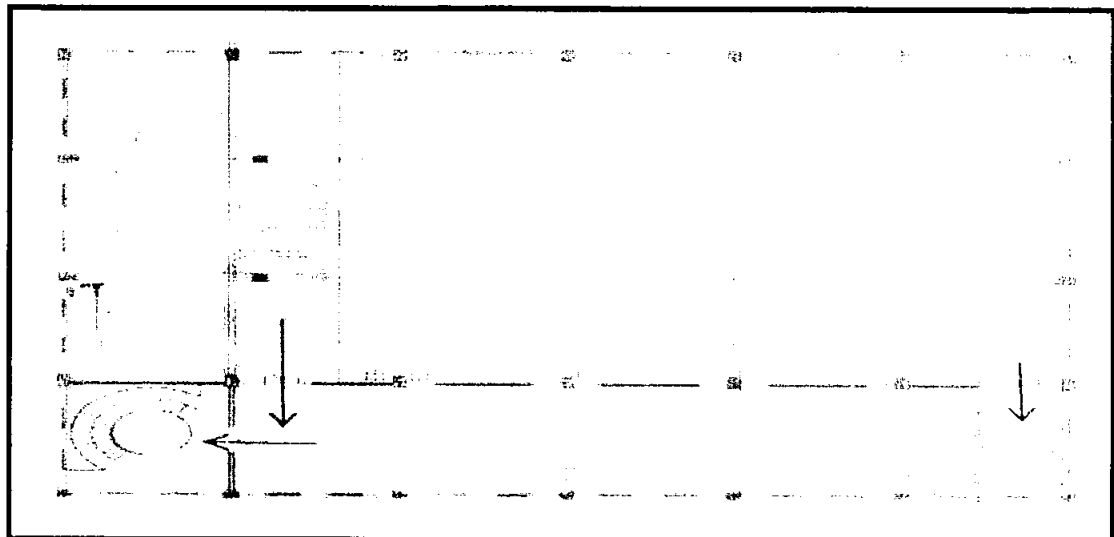


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Evacuation Routes WHRP Building GCD First Floor

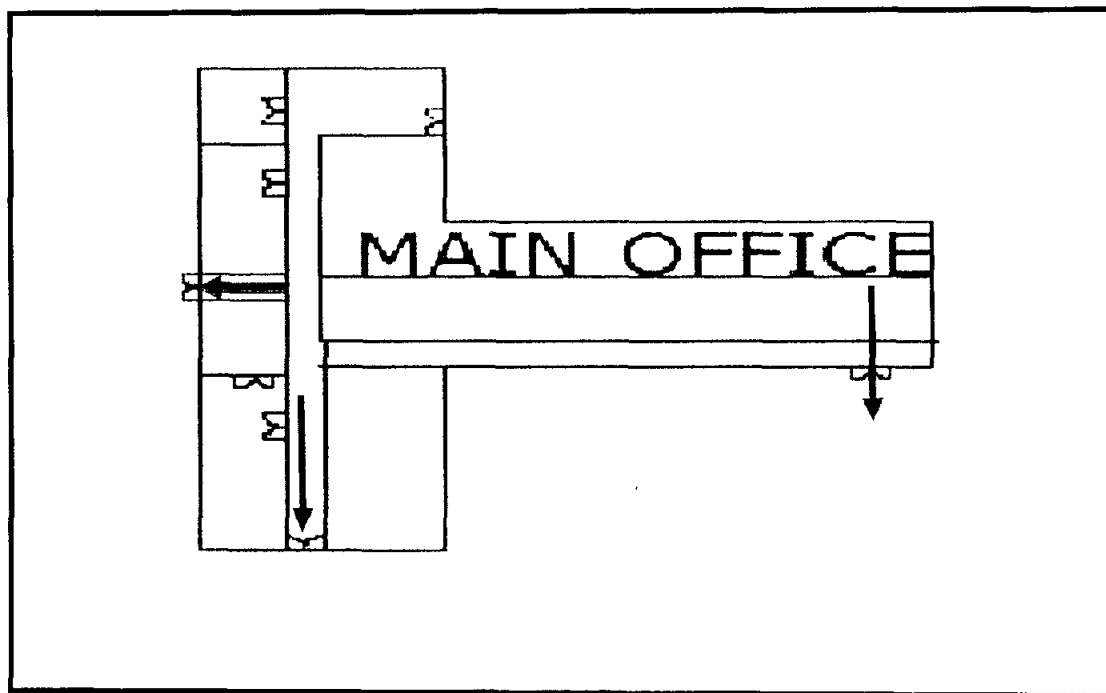


Evacuation Routes WHRP Building GCD First Floor

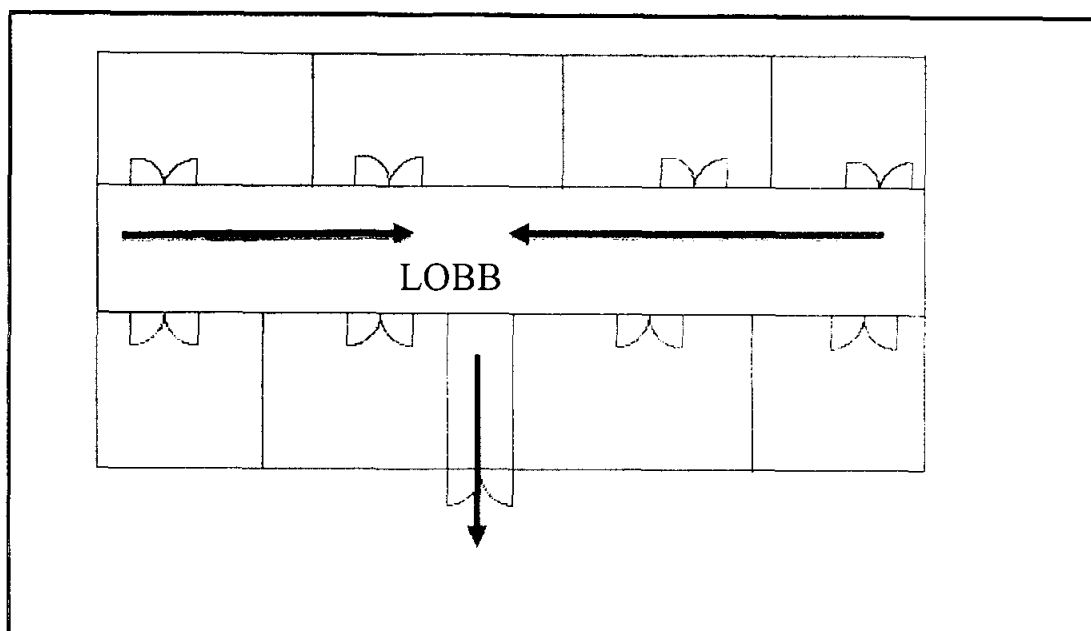


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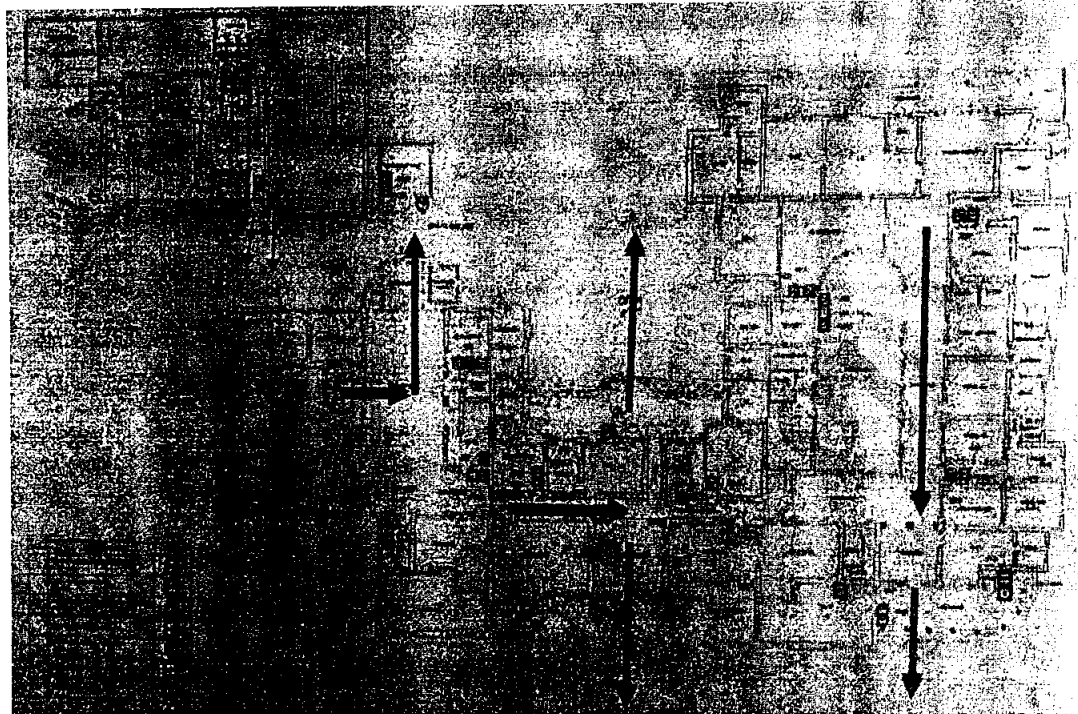


Evacuation Routes Admin Building SCD



Evacuation Routes Admin/Finance Building SCD

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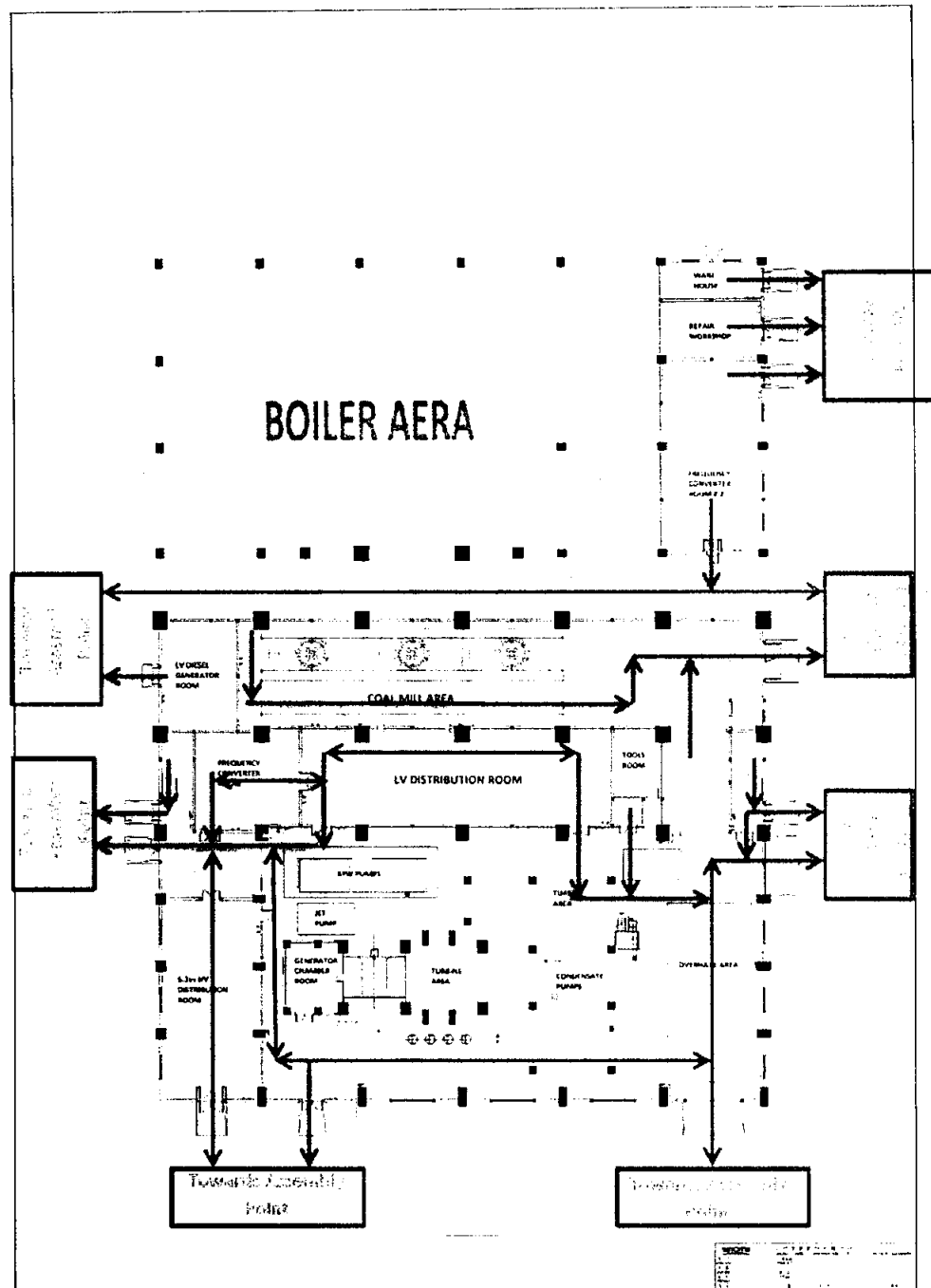
Evacuation Routes HO Building Ground Floor



Evacuation Routes HO Building First Floor



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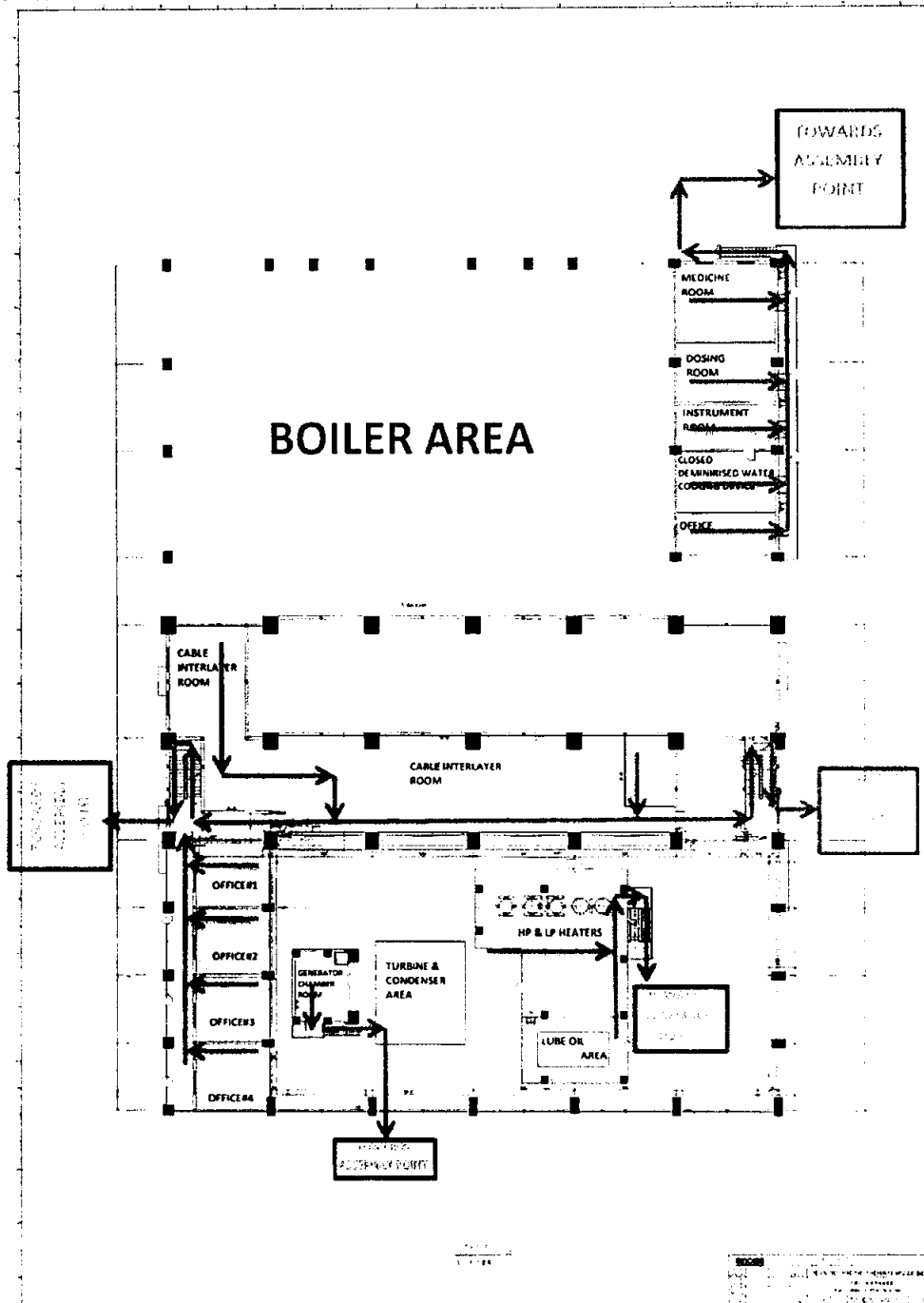


## EVACUATION PLAN FOR GROUND FLOOR CFPP



# MAPLE LEAF CEMENT FACTORY LIMITED

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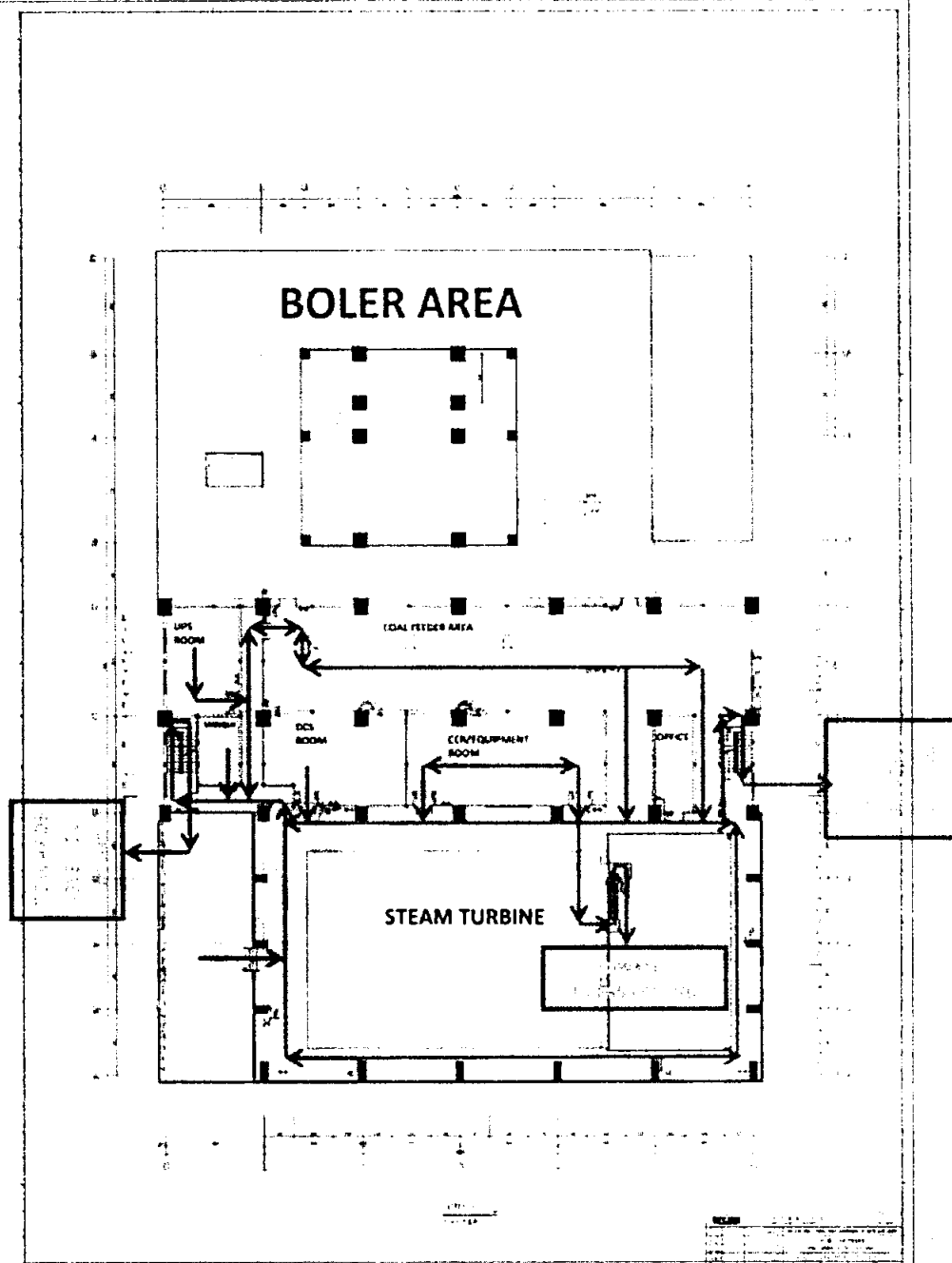
EVACUATION PLAN FOR 1<sup>st</sup> Floor CFPP





# MAPLE LEAF CEMENT FACTORY LIMITED

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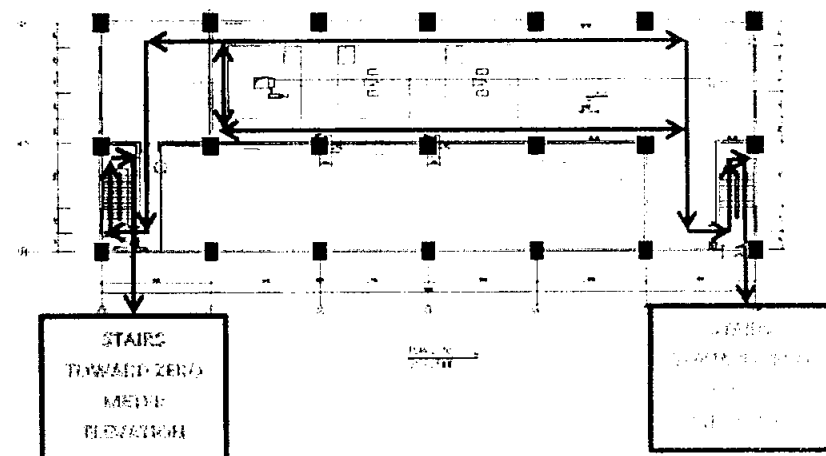
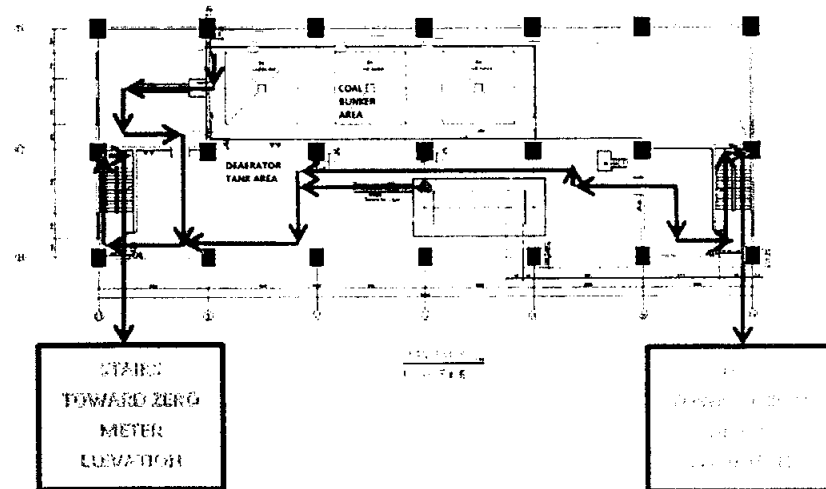


EVACUATION PLAN FOR 2<sup>nd</sup> Floor CFPP




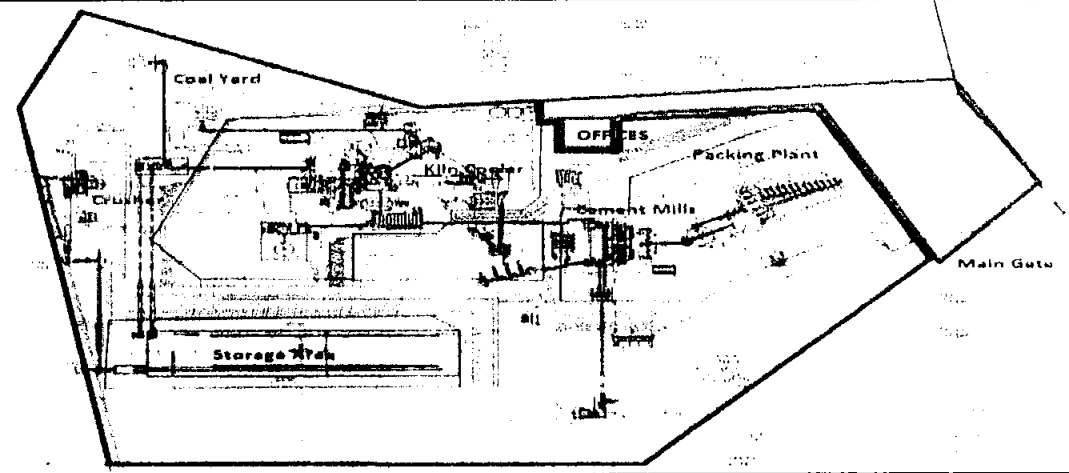
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## EVACUATION PLAN FOR Top Floors CFPP

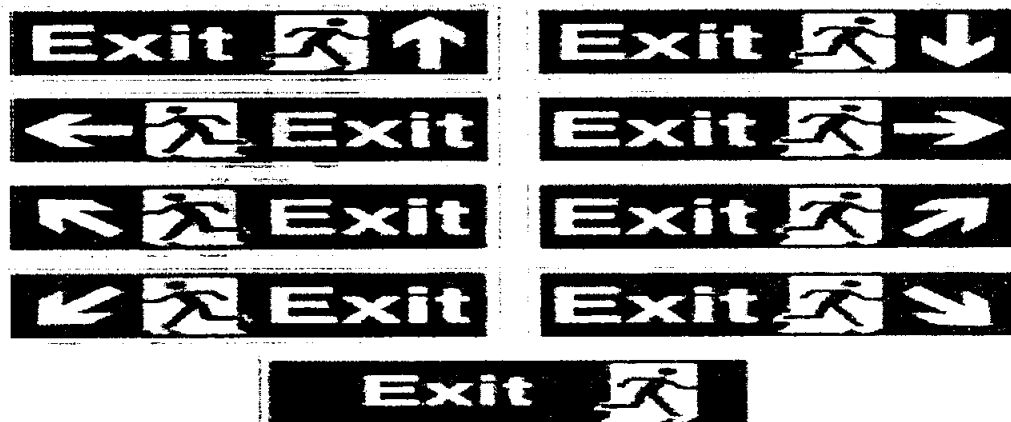
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#### EVACUATION PLAN FOR L-III

##### 3.3.2.5. Signage (Urdu/English)

Employees to evacuate the building in following sequence observing safety signs.



- **Proceed** to the nearest emergency exit in an orderly manner using stairs. Do not use the elevators.
- **Assist** anyone who is having difficulty during evacuation process.
- **Listen** for any additional instructions from safety officer.
- **Assemble** in designated area.
- **Ensure** that safety officer is aware of your presence. Notify safety officer about anyone who is still missing. Wait for instructions until it is safe to return.

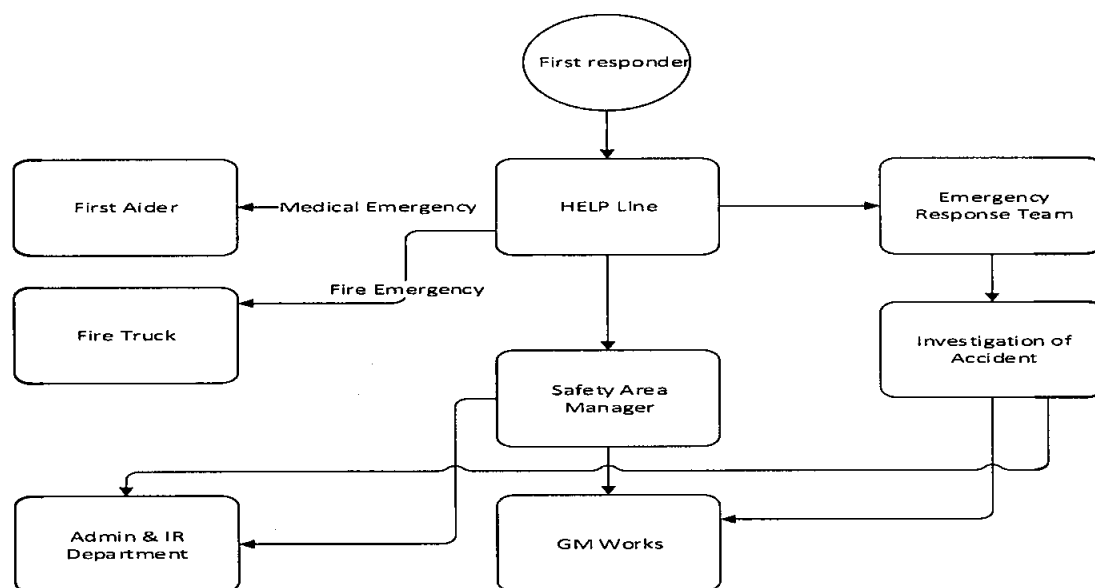
 <b>MAPLE LEAF CEMENT FACTORY LIMITED</b>			
MLCF/Works	Standard Operating procedure (SOP)	Rev#4.0	MLCF/HSE/S-008
Title	<b>Emergency Response Plan</b>	Revision Date: 24-Dec-2020	Applicable Date: 11-Feb-2015

### 3.4. Drills (Fire & Medical)

All employees are required to participate in periodic drills both at plant site and Head office. The purpose of these drills is to ensure that all employees have become familiar with emergency response plan, evacuate their respective areas, familiar with emergency exits and their orderly use. During the drill building employees shall follow the procedure set forth in this document.

HSE Department shall be responsible for maintaining the schedule and record log for the emergency drills. The time required for each drill shall be about 10 minutes, followed by a short discussion on the outcome of the drill.

### 3.5. Communication Chart



Communication Chart

**MAPLE LEAF CEMENT FACTORY LIMITED**

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**3.6. Program Evaluation**

In – charge HSE, Head A&IR and Head RCM shall review and evaluate the Emergency Response plan on yearly basis or as and when required.

**3.6.1. Trainings**

All employees engaged in plant operations shall be trained by HSE in coordination with HR department as per approved annual training plan. The training shall mainly include the following topics:

- Fire Emergencies Response
- Medical Emergencies Response
- Natural Disaster Response
- Terrorism Response
- Atleast one drill in a year shall be carried out after the completion of trainings. Record of such drills shall be maintained by HSE Department

**MAPLE LEAF CEMENT FACTORY LIMITED**

MLCF/Works	Standard Operating procedure (SOP)	Rev#4.0	MLCF/HSE/S-008
Title	<b>Emergency Response Plan</b>	Revision Date: 24-Dec-2020	Applicable Date: 11-Feb-2015

**SECTION 4 ANNEXURES:**

Emergency Response Team &amp; Contacts

Annexure A

**MAPLE LEAF CEMENT FACTORY LIMITED**

MLCF/HSE/S-008	Standard Operating procedure (SOP)	Rev#2.0	Annexure A
Title	<b>Emergency Response Plan</b>	Revision Date: 11-Jun-2020	Applicable Date: 11-Feb-2015

**Annexure Revision History**

Author	Designation	Date	Rev #	Description	Rationale of change
Irfan Tahir	In – Charge HSE	18-Jan-2018	1.0	Delete fire Fighting Team and add Emergency Response Team. Add updated contact numbers.	CR # 0235
M. Irfan Taher	In – Charge HSE	03-Dec-2019	2.0	List updated.	CR # 0440

<b>Prepared by</b>	<b>Reviewed by</b>	<b>Approved by</b>
<b>APPROVED BY ALL CONCERNED (COVID-19)</b>		
<b>In-charge HSE</b>	<b>Head - RCM</b>	<b>Chief Internal Auditor &amp; Chief Executive Officer</b>

**MAPLE LEAF CEMENT FACTORY LIMITED**

MLCF/HSE/S-008	Standard Operating procedure (SOP)	Rev#2.0	Annexure A
Title	<b>Emergency Response Plan</b>	Revision Date: 11-Jun-2020	Applicable Date: 11-Feb-2015

**Emergency Response Team & Contacts****Plant Site:**

Head RCM	Tel. No.:	0459 392238 Ext: 2202
	Mobile/Cell No.:	+92 (0) 3000308502
In - charge HSE	Tel. No.:	0459 392238 Ext: 2335
	Mobile/Cell No.:	+92 (0) 300 0308536
Head A&IR	Tel No.	0459 392238 Ext: 2400 &2401
	Mobile No.	0300 0308510
In - charge S&GS	Tel No.	0459 392238 Ext:2404
	Mobile No.	0300 0308595

**First aiders:**

First Aider 1	Trauma Center GCD	Tel. No.:	0459 392238 Ext: 2311
First Aider 2	Trauma Center GCD	Tel. No.:	0459 392238 Ext: 2311
First Aider 3	Trauma Center GCD	Tel. No.:	0459 392238 Ext: 2311

**Fire wardens:**

Fire Warden 1	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2299
Fire Warden 2	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2299
Fire Warden 3	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2299
Fire Warden 4	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2299
Fire Warden 5	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2311
Fire Warden 6	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2311
Fire Warden 7	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2311
Fire Warden 8	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2311
Fire Warden 9	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2452
Fire Warden 10	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2452
Fire Warden 11	Fire warden GCD	Tel. No.:	0459 392238 Ext: 2452
Fire Warden 12	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 13	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 14	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 15	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 16	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 17	Fire warden L-III	Tel. No.:	0300 0308799
Fire Warden 18	Fire warden L-III	Tel. No.:	0300 0308799

**APPROVED BY ALL CONCERNED (COVID-19)**



**MAPLE LEAF CEMENT FACTORY LIMITED**

MLCF/HSE/S-008	Standard Operating procedure (SOP)	Rev#2.0	Annexure A
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**Emergency Services Contact Telephone Numbers:**

Fire department	2299
Trauma center/ambulance	2311/2299
Police	15
Security	+92(0) 459 392238 Ext: 2223 & 2416

**Utility Supplier Emergency Contact Telephone Numbers**

Electric	+92(0) 459 392238 Ext:2361,2362(GCD) 2449(SCD), 2473 (PG&D)
Water	+92(0) 459 392238 Ext: 2451
Gas	+92(0) 459 392238 Ext: 2473
Telephone	+92(0) 459 392238 Ext: 2211

#	Emp No.	Name	Designation	Department
1	5394	M. MANAN	Manager	Finance
2	5381	M. ASAD	Manager	Production
3	5329	M. IRFAN HAIDER	DM	Stores
4	5390	SALMAN MIRZA	DM	HSE
5	5388	M. HAMMAD ASHRAF	DM	PG & Distribution
6	5302	QUNDIL ASGHAR	DM	Production
7	9119	UMAIR KHAN	DM	Marketing & Supply Chain
8	5375	HAMZA ALI	AM	Admin & IR
9	5295	SYED AMMAR ALI KAZMI	AM	HR
10	6796	M. SAEED	AM	Finance
11	5385	SALMAN QADIR	AM	HSE
12	5393	LAEEQ AHMAD	AM	HSE
13	5364	M. ATIF RAHIM	AM	HSE
14	5296	SHAHID ALI	AM	Mechanical

**APPROVED BY ALL CONCERNED (COVID-19)**

**MAPLE LEAF CEMENT FACTORY LIMITED**

MLCF/HSE/S-008	Standard Operating procedure (SOP)	Rev#2.0	Annexure A
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15	5244	M. WAJID ULLAH	AM	Mechanical
16	8944	SHARIF ULLAH	AM	Marketing & Supply Chain
17	7892	NOUMAN HANEEF	Executive	Marketing & Supply Chain
18	8933	H. MUHAMMAD RAFIQ ANJUM	Executive	Marketing & Supply Chain
19	8943	M. BILAL	Executive	Marketing & Supply Chain
20	9088	M. ASHFAQ	Executive	Marketing & Supply Chain
21	7650	HABIB UR REHMAN	Officer	Admin & IR
22	7931	ARBAB ASHRAF	Officer	Stores
23	7306	M. KASHIF SHABBIR	AE	RCM
24	7314	SAQIB NOMAN	AE	Electrical
25	7786	MUJAHID ABBAS	AE	Electrical
26	7813	KABIR KHAN	AE	Electrical
27	7577	AZHAR NADEEM	AE	Mechanical
28	7940	MEHRBAN KHAN	JO	PG & Distribution
29	7906	AQEEL ABBAS	JO	Stores
30	6792	IMRAN AKBAR	JO	Stores
31	7659	MUMTAZ AHMED	JO	Stores
32	7987	WAQAS ASHIQ	JO	PG & Distribution
33	7916	SAIFULLAH	JO	RCM
34	7726	AFTAB AHMED	JO	Marketing & Supply Chain
35	7716	TAHIR MEHMOOD	JO	Electrical
36	7656	HIKMAT ULLAH KHAN	JO	Mechanical
37	7568	TAHIR MAHMOOD	JO	Mechanical
38	7992	HAFAEZ ULLAH KHAN	JO	Mechanical
39	7515	NASIR SHAHZAD	JO	Mechanical
40	7513	M. FAISAL RAUF	JO	Production
41	7934	SALEEM IOBAL	JO	Production

**APPROVED BY ALL CONCERNED (COVID-19)**

42-Lawrence Road,  
Lahore, (Pakistan)  
Tel: 92-042-36302261  
& 36302262  
Fax: 92-042-36368721

## **Maple Leaf Power Limited**

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February 24, 2023

With reference to the requirement as per clause, "Schedule III (Regulation 3(4)(a)(D) 10 v. Basis of common services for commercial and residential consumers and their allocation thereof", it is to be informed that this clause is not applicable on MLPL by supplying electricity to her Bulk Power Consumer (BPC) Maple Leaf Cement Factory Limited (MLCFL).

