

DHAI DEVELOPMENT AND ENGINEERING SERVICES (PRIVATE) LIMITED

SCHEDULE I

(Regulation 3(1))

FORM OF APPLICATION

The Registrar
National Electric Power Regulatory Authority

Subject: Application for a DISTRIBUTION License

I, Brig Muhammad Saeed Qadir (Retd) being Chief Operating Officer of DHAI Development & Engineering Svc pvt Ltd, by virtue of (BOARD RESOLUTION / POWER OF ATTORNEY) dated 11 Jun 2015, hereby apply to National Electric Power Regulatory Authority for the grant of a DISTRIBUTION LICENCE to the DHAI Development & Engineering Svc pvt Ltd, pursuant to section (21) of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997.

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

A (BANK DRAFT / PAY ORDER) in the sum of Rupees 1,732,700/-, being the non-refundable licence application fee calculated in accordance with Schedule II to the National Electric Power Regulatory Authority Licensing (Application and Modification Procedure) Regulations, 1999, is also attached herewith.

Dated: 18 June 2015


Brig (Retd)
Chief Operating Officer
(Muhammad Saeed Qadir)

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(Following covers, the type, technology, model technical details and design of the facility already installed and in operation, SAME IS THE FEASIBILITY REPORT FOR THE RUNNING PROJECT)

DHA-II is fed from 132 KV DHA grid station (fed by IESCO). The grid station was constructed by IESCO on cost deposited basis, paid by DHA. However, after paying Rs. 102.031 million to IESCO, this grid Station is now owned by DHA and will be operated and maintained as per MOU signed among DHA and IESCO copy attached at Annx E. Sanctioned load of DHA is Fifty One MW. Area served from this grid station included, DHA-II (Sector A to Q) and shop a shop areas. Area of service jurisdiction is shown on Map AT Annx F.

DHA service area is served with 09 no. 11 KV underground feeders from this grid station; however, additional 07 panels are available for further extension. All these feeders are interconnected through RMUs (ring main units) 4 way and 3 ways. LT distribution is also underground and fed from pad mounted transformers. Transformers can also be fed from alternate feeder sources as and when required, so in case of maintenance or fault conditions.

Distribution system is updated and all additions/deletions are made as per approval of IESCO M/s AASK has been hired as the O&M Contractor for the Distribution System and the overall entire system is supervised /operated by DDES, qualified and experienced officers/staff.

As evident from above distribution system is already in operation. All the maintenance in the area is carried out by the DHA consultants and billing is only segment being carried out by IESCO. After having Distribution licence from NEPRA, and taking over of grid station from IESCO, DHA would be in a position to carry out remaining regulated activities.

System is fully developed as shown in map with whole distribution marked on it. Maps show location of Grid Station, 11 KV feeders emanating from it, routes of all feeders, location of distribution transformers, location of LT cables and distribution boxes att at Annx I.

At present DHA is billed by IESCO at tariff C-2, D-1, A-1, A-2, G, B-1, B-2 which will be substituted on NEPRA's guide lines. Billing to the cosumers will be as per NEPRA approved tariff. Copy of tariff, currently applicable to DHA by IESCO is also attached. Total no of consumers in the area to be served are 4000 and will be enhanced upto 20,000 in future.

Detail of infrastructure is as on Page 3.

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DETAILS OF ISOLATED DISTRIBUTION SYSTEM

1. GENERAL INFORMATION

a.	Name of Applicant	DHAI Development & Engineering Service (Private) Limited.
b.	Registered / Business Office	Defence Avenue Defence Mall DHA Pahse-I Islamabad-Rawalpindi
c.	Location of Distribution Facilities	DHA Phase II Islamabad Sector A to Q + Shop-a-Shop

2. DISTRIBUTION NETWORK SYSTEM DHA Phase II Islamabad

a.	Type of Distribution System (over head line / underground cable)	Under Ground Cable			
b.	Voltage Level (KV)	11 KV			
c.	Type of Cable	XLPE Cable			
d.	No of Feeder / Cable	9 No			
e.	Length of Feeder Single Core 500 MM	Feeder	A	=	2.3 km
			B	=	1.5 km
			C	=	1.2 km
			AC x F	=	1.2 km
			D	=	1.4 km
			E	=	0.5 km
			H x F	=	2.5 km
			H	=	2 km
			G	=	1 km
f.	Regulation	Voltage Level	11 KV + 5% / 415 + 2.5%		
		Frequency Level	50 + 3% HZ		
g.	No of Transformer	680 No			
	Total KVA	200 KVA	411		
		100 KVA	269		
h.	RMU Four Way	40			
j.	SS (Selector Switch)	29			
	Three Way				
k.	Total Cable Connected with System	137 KM			
l.	Total LT Cable Connected with System	362 KM			

PROSPECTUS

[It contains (i) introduction of applicant. (ii) salient features of the facility (whereas system details are provided in schedule-III (iii) Investment details and (iv) Social and environmental impact of the facility, all in a non-technical manner].

Establishment of Defence Housing Authority Islamabad was for the purpose and object of carrying out schemes and projects and land Development, inter-alia for welfare of the bereaved families of martyrs, war injured, disabled and other persons of the defence forces of Pakistan to boost their morale; to provide financial security in recognition of their selfless services for the defence of the nation; and to provide for ancillary matters.

Defence Housing Authority, a corporate body, was established through a Presidential Ordinance. In a short span of time Defence Housing Authority Islamabad has emerged as an icon of credibility and a market leader which is growing and expanding at a phenomenal pace. However, the role of welfare of Armed Forces primarily remains embedded concept of Defence Housing Authority.

Latest Status of DHA is now "DHAI DEVELOPMENT AND ENGINEERING SERVICES (PRIVATE) LIMITED" INCORPORATED UNDER THE COMPANIES Ordinance, 1984(XL VII of 1984). Certificate of incorporation by Securities Exchange of Commission of Pakistan was issued on 17th March, 2015.

Defence Housing Authority Karachi and Lahore are functioning for over 40 years with utmost distinction and enjoy the trust and patronage of its members and the residents. Presently, Defence Housing Authority Islamabad comprises of 4 phases and with recent developments we shall be soon announcing total of 9 phases.

Defence Housing Authority Islamabad in collaboration of its valued customers, partners and alliances is committed toward providing most modern and valuable living concepts in housing, commercial ventures and host of business opportunities. The growth model of Defence Housing authority Islamabad is a blend of visionary leadership, planning and professional acumen which has transcended this unique community as the most valued and secure place.

The remarkable progress of Defence Housing Authority Islamabad has only become possible due to the application and patronage of over 100,000 customers. Our success depends upon our ability to embrace diversity and promote innovation. Defence Housing Authority is contributing immensely towards the growth of Pakistan economy, besides generating employment opportunities, world class health care, education, entertainment and progressive development of infrastructure are the areas of diverse enhancement towards the social uplift for our generations.

We at Defence Housing Authority Islamabad are poised to change the concept of living in Pakistan through a holistic yet diverse array of living and business solutions to meet the aspirations of all socio-economic segments. Defence Housing Authority has a proud privilege to undertake nine major successful projects launched in just ten months which included

Defence Villas, Sector-F, residential plots, business bay, DHA Valley, DHA Valley Overseas block, DHA Homes, DHA Commercial avenue and Jacaranda Family Club.

We at Defence Housing Authority Islamabad Endeavour to provide the best customer services and support through a number of measures which include excellent maintenance and security service.

Defence Housing Authority Islamabad promises to bring a total experience for its values customers in the coming years by emerging as the new and most distinctive face of twin cities.

Our investments in financial terms are shown in financial documents attached with application. Plantation in the housing scheme, paved roads, clean water availability, proper waste disposal and sanitation has enhanced the environment in a pleasant way.

Providing electricity by DHA Distribution Company is another step towards our efforts proving better services to our DHA-II consumers.

SCHEDULE-III

SITE INTRODUCTION AND GEOGRAPHICAL FEATURE

DHA Phase-II is located in Zone.V of Islamabad near the Kahuta Triangle with G.T Road on its South and Islamabad Highway in North and river soan in west. The project launched in 1994 over approx 15000 kanals, initially has been expanded up to approx 25000 kanals. The external electrification system has been designed by M/s Powercom, a Consulting Engineering Firm duly registered with Pakistan Engineering Council and IESCO/WAPDA. The proposal prepared by the Consultant, deals with the design aspect of external electrification system and source of power supply for DHA Phase II, Islamabad.

The current application is for 51 MW whereas the ultimate load is about 85 MW. Application will be revised and distribution license for revised load will be obtained from NEPRA as and when required.

1. Distribution system configuration, service territory, right of way, feeder maps

DHA-II is fed from 132 KV DHA grid station (fed by IESCO). The grid station is constructed by IESCO on cost deposit basis, paid by DHA. However, now DHA has paid full cost of Rs. 102.031 million after signing an agreement with IESCO (copy of MOU is attached) for Grid Station, which will now be used exclusively for DHA consumers, sanctioned load of DHA is fifty one MW. As per Clause V of MOU, IESCO agreed to sanction bulk supply connection under Tariff C-3, subject to provision of distribution license from NEPRA therefore the application is being submitted herewith. The detail drawing right of way, service territory and power feeders are attached at Annex I.

DHA service area is served with 09 no. 11 KV underground feeders from this grid station, however, additional 07 panels are available for further extension. All these feeders are interconnected through RMUs (ring main units) switches. LT distribution is also underground and feed from pad mounted transformers. Transformers can also be fed from alternate feeders sources as and when requires so, in case of maintenance or fault conditions. Detail of transformers, feeders with lengths etc, is on page 03.

Distribution system is updated and all additions/deletions are made after getting approval of IESCO and WAPDA design department. There is no right of way issue because service territory is under the joreduction of DHA for which total land has been accorded and write of way has been procured. Feeder maps are attached at Annx N.

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2. Voltage levels and regulation

Main feeders are 11 KV underground and LT distribution is 400 V underground. Line losses and voltage drops are as per permissible limits of IESC/WAPDA specifications DDS-71 2004 and regulation as per P-13:66.

3. Type of Distribution System

Underground ring main cable distribution system has been provided for the consumers of DHA residents.

4. Line Equipment Characteristics

State of art equipment has been used as per WAPDA/IESCO specifications in entire service area. 11 KV underground cables used for feeders are 500 mm² (1000MCM). LT distribution is with 4 Core AWG cables. RMUs are Schneider and PEL made. All quality equipment has been used for safe, reliable and efficient service to the residents.

5. Power quality control

In DHA Phase II, one 132 KV Grid Station is designed, constructed and commissioned by M/s PEL Lahore which ensures the quality power, also all the installed equipment is placed in "Insets" along the boundary wall of the Grid Station. Underground power supply line to ensure good quality control on the delivered power. M/s AASK has been hired as the O&M Contractor for the Distribution System and the over all entire system is supervised /operated by DDES, qualified and experienced officers/staff. The O&M activities are supervised through a control operation room where all open positions of feeders and day to day changes in the positions are marked. No work on any equipment is allowed by DDES to M/s AASK group, the O&M Contractor for the distribution system without pre-arranged shut down. All safety measures are ensured by providing proper earthing on the equipments and issuance of PTW (permit to work).

6. Backup/express feeder provision

All 11 KV feeders are interconnected and system can be fed from many alternate sources. Similarly, LT distribution can also be fed from alternate distribution transformer when so required.

7. Accident protection / prevention Procedure

A very well experienced and qualified staff (main personnel are retired WAPDA officers of high ranks and highly qualified) has been hired by the DHA, who are already maintaining this system successfully for any years. DHA has its electrical engineering team to counter check the efficiency of its consultants.

Consultant teams are working in shifts round the clock, in close liaison with WAPDA/IESCO staff to provide services under safe environments. Consultant staff is

also trained and updated on procedures and safety issues on regular basis. Proper documentation is done for all O&M complaints, shut downs, etc., with feedback to DHA and AAKS for continual feedback for flawless safe operations.

8. Maintenance plan and procedures

Maintenance plans are prepared by the consultant in coordination with WAPDA/IESCO and DHA in advance on quarterly basis. Maintenance charts are updated regularly for line materials, transformers, distribution boxes and cable joints. Procedures have been developed by the qualified engineers of consultant and executions are carried out under qualified, trained and experienced supervisory staff by the help of line staff. Proper T&P (tools and plants) like linemen safety belt, safety hat, boots, earthing sets, safety gloves, protective gloves, torches insulated pliers; screw drivers etc are provided to line staff and are checked regularly. Trouble shooting procedure is also made available to the field staff.

9. Fault Location/Trouble shooting procedure

Earth fault locators are used to minimize the fault durations. 11 KV high Voltage apparatus (High Pot) is used to locate the 11 KV cable fault expeditiously. Sufficient line hardware like D-fuse fittings, 11 KV cable, LT cable, Transformers, Transformer link fuses cable jointing kits and compression machines are made available with consultant field store.

10. Emergency provisions

Besides availability of sufficient line materials, enough staff is available for emergency services are on all in addition to normal line staff. Alternate feeding from 11 KV feeders and alternate transformers make it easy to handle any abnormal/emergency situation. IESCO services can also be hired on payment for extraordinary situations.

11. Patrolling and inspection procedure

The staff from the O&M Contractor and DDES patrols the area and carry out visual inspection of equipments for any physical damages or faults and reports to Central Operation Control Room. The same team is handed over to the required staff to attend the fault and restoration of supply under the supervision of qualified supervisor. For this purpose, proper procedure and SOP has been framed and implemented accordingly. Presently, the Customers' Services Data/Manual, Billing and Collection Procedure, & Metering and Testing Facilities is being supervised by IESCO. However, DDES is in process of preparing their own system for CSD, Manual billing and M&T facilities. As and when the NEPRA License is obtained, these section will become functional.

12. Customer services data/manuals

Separate Customer services section will take care of all the needs of our valued customer's right from submission of new connection application to the stage of provision of electric connection. Details of connection, disconnection, reconnection, billing one window facility, lodging complaints for billing, faults, etc has been provided in "CONSUMER SERVICE MANUAL" attached with this application to NEPRA.

13. Billing and collection procedure

Complete details are provided in attached "CONSUMER SERVICE MANUAL".

14. Protection control and measuring instruments

All protection control and allied instrumentations is provided on 132 KV DHA grid station as per WAPDA/GSO standard to safe guard whole WAPDA system and all 11 KV feeders of DHA. Instrumentation included on both incoming and out goings power lines, including Kwh, KVARh voltage and current meters and protection relays for over current, over voltage, symmetrical/nonsymmetrical faults indication and interruptions of system under fault conditions. Relays are adjusted by P&I department of WAPDA/IESCO to ensure integrated system reliability.

15. Metering and testing facility.

To ensure proper billing to customers of DHA, all energy meters will be purchased as per WAPDA from the approved meter manufacturers of WAPDA/IESCO who will ensure the accuracy of these meters. However, doubtful meters will be tested on site with standard testing equipment. DHA is already in process of building its own meter testing labs where meters, CTs and PTs could be tested. This lab will be completed in due course of time during the process of issuance of distribution licence by NEPRA.

Meanwhile in case of any special need IESCO M&T (metering and testing) lab can be used on payment basis.

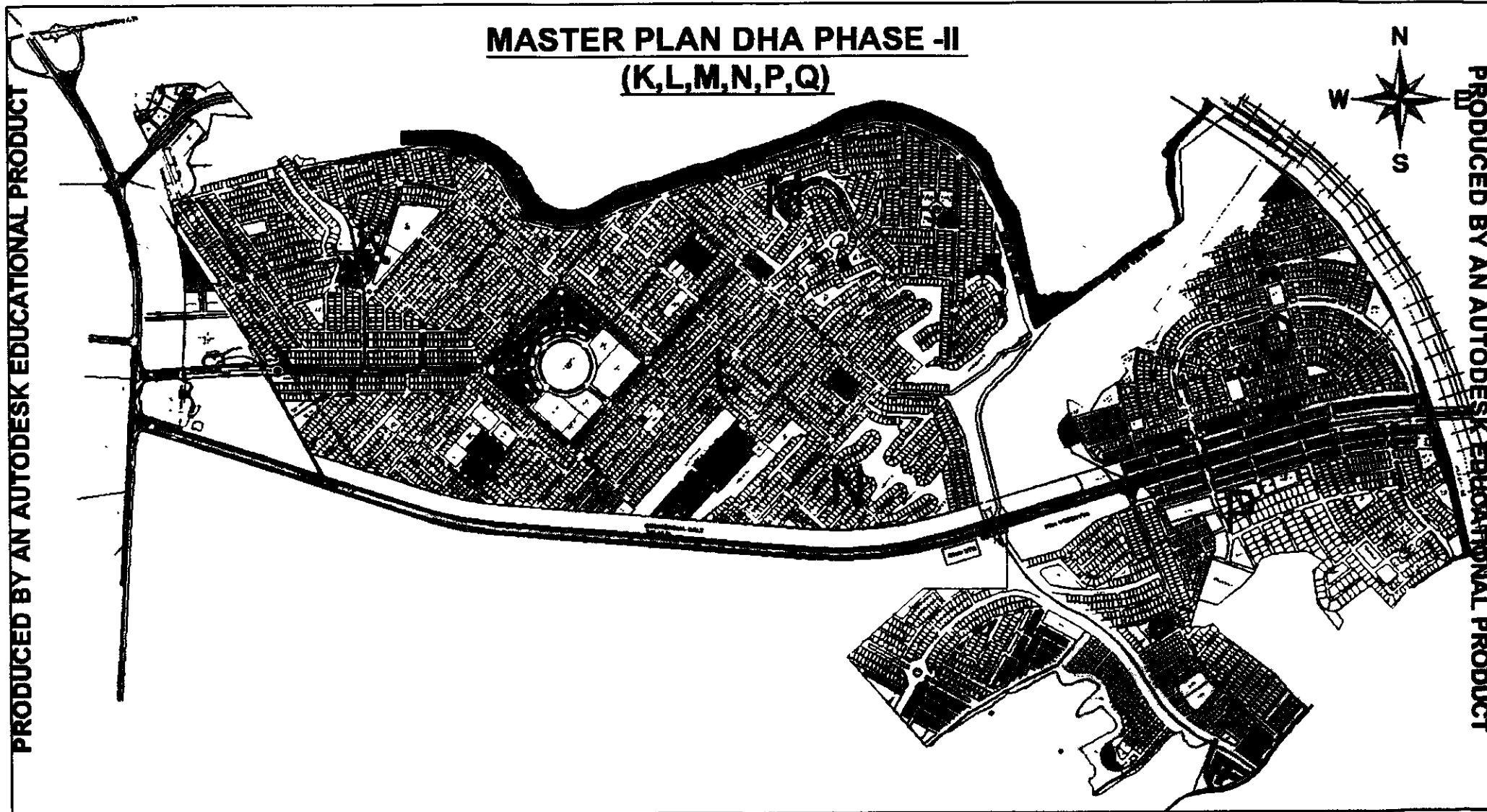
16. Communication systems

DHA consultant has well established communication system provided by Mobilink. Central control/operation room and field staff is connected through cell phones. Grid station is connected with other grid satiations and NPCC(National Power \Control Centre) on carried telephone lines as well.

17. Training and Development

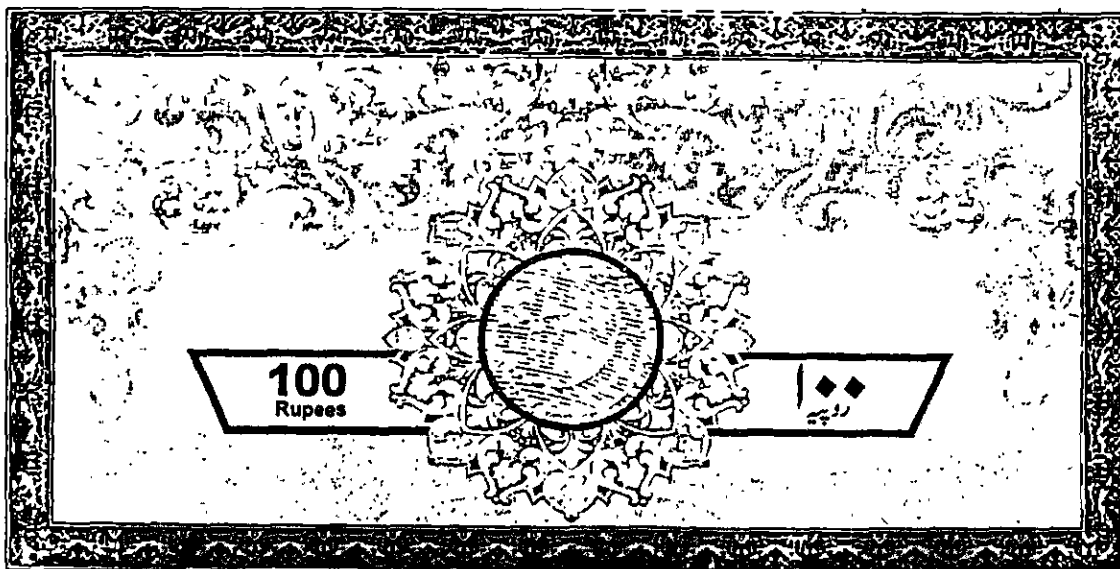
DHA Consultant M/s AASK group has established its own training centre in DHA premises with the collaboration with DDES experienced officer. This centre not only caters its own needs but provides trained engineers and line staff on country wide basis.

MASTER PLAN DHA PHASE -II
(K,L,M,N,P,Q)



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



3RD SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING (MOU) FOR DHA PHASE-II ISLAMABAD

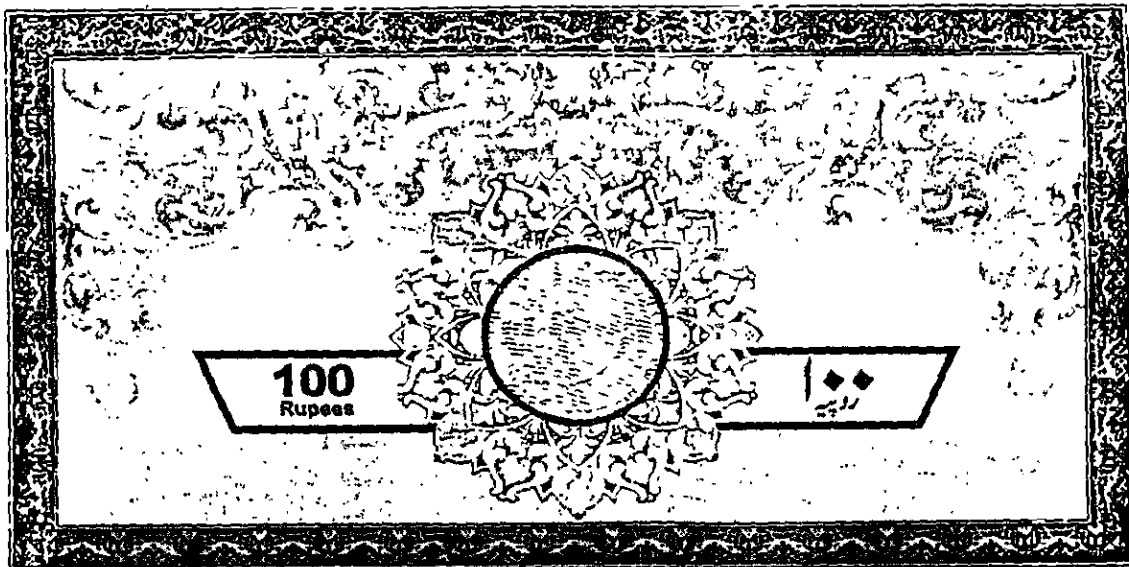
The memorandum of understanding (MOU) is entered into at Islamabad on 28.04.2015 by and between Islamabad Electricity Supply Company limited and Defence Housing Authority Islamabad (Here in after called sponsor). This MOU will cater for supply of power to DHA Phase-II Islamabad.

Consequent upon the request of the Sponsors, IESCO hereby agrees to shift the operation of 132 KV DHA (Phase-II) Grid station placing it under the control of Sponsors subject to the following conditions (to be fulfilled prior to implementation of the shifting process).

The terms & conditions of MOU are as follows:

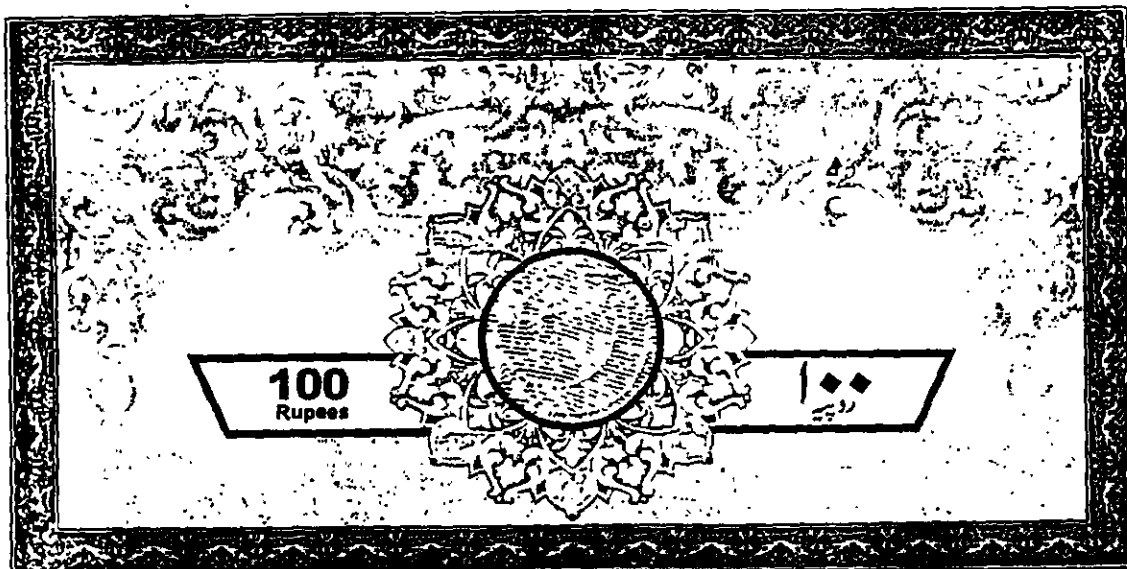
1. Approved system load is 51 MW while the Ultimate load of DHA Phase-II will be 85 MW (100 MVA) as per detail provided by sponsor's consultant.
2. An 132/11 KV Grid having 2x20/26 MVA Power transformers have already been installed / constructed on the sharing cost 75 % by DHA and 25% by IESCO. Now the DHA Phase-II tariff will be C-3 through metering on 132-KV side at Grid Station. The 25 % cost share borne by IESCO amounting to Rs.102.031 Million (6 58 + 95.444 Million) shall be paid by the sponsor besides cost of metering arrangements after signing of this MOU.
 - a. The Sponsors will pay 100% cost of the Grid station and its associated transmission line less the cost already paid by the Sponsors on this account, in accordance with the Demand notice to be issued by IESCO.
 - b. Since Grid station has In/Out (Ringmain) arrangement, Import/Export energy meters on 132 KV sides shall have to be installed to record the consumption of energy flowing from either side, at the expense of Sponsors including installation of 132 KV CTs/PTs and other allied equipment.
 - c. To accomplish the proposal as at Para-(b) above, the Sponsors shall provide separate metering room at their expense in accordance with the latest specifications of PEPCO/IESCO.
 - d. Operation and maintenance of the Grid station shall be the responsibility of the Sponsors strictly in accordance with the standing Instructions of PEPCO/IESCO and the Sponsors shall have to comply with all the instructions of PEPCO/ NPCC/ RCC/IESCO issued from time to time.
 - e. In order to coordinate with NPCC/RCC/IESCO for proper implementation of the instructions, four substation Operators (One SSO-I & Three SSO-II) will be posted at the Grid station by IESCO (One for each shift) for which the Sponsors shall bear all the expenses on account of their salaries and other emoluments (Payable annually in advance) for which demand will be raised by the concerned XEN SS&TL IESCO. For Oper. and maintenance of the Grid station, the Sponsors shall provide their own staff.
3. The sponsor shall add 1x40 MVA & 1x20/26 MVA Power Transformers according to WAPDA design and specifications to be approved by Chief Engineer design (NTDC) WAPDA House Lahore to cater ultimate load demand on reaching 70% loading of existing power T/f's on 100% cost deposit basis or sponsor himself at his own cost.
4. The sponsor shall pay all the design, vetting and inspection charges regarding proposed addition of power transformers as and when demanded by IESCO.
5. The Sponsor shall fulfill all the WAPDA, IESCO and NEPRA pre-requisites necessary / described for bulk supply connections under Tariff C-3. The Sponsor will provide NOC and distribution license from NEPRA and pay security for 51 MW already approved system load after deduction of already paid security by DHA for amounting to Rs.132,920,000/- (139,74000 - (1820000+50.00000)). After submission of application on proper A&A forms alongwith supporting documents.
6. All the existing connections will be handed over to DHA Phase-II and proper ERO will be fed in IESCO and securities against these connections will be sent to DHA billing management.

[Handwritten signatures and initials]



7. The system inside the housing Scheme will be laid down by the Sponsor at his own cost as per criteria given below:-
- i. The Sponsor will be fully responsible for the procurement & installation of quality material according to PEPCO's approved specifications from the manufacturers approved by PEPCO. The colour code of such material shall be different from that of DISCO.s (e.g. transformer to be of blue colour). In case PEPCO's/IESCO's material is found installed, IESCO reserve the right to lodge FIR.
 - ii. The Sponsor will not purchase / use any material bearing DISCO.s / IESCO monogram or DISCO's / IESCO's colour scheme or identification.
 - iii. The procurement of material will be done by the sponsor from PEPCO's approved manufacturers. Alternatively, contractors appointed by the Sponsors may also purchase the material after setting the purchase order vetted by the sponsors before it is submitted to the IESCO for further vetting. However responsibility for purchase made by the contractor will rest with the sponsors.
 - iv. The name of the housing scheme, purchase orders No. with year of manufacturing and serial No. of the transformer shall be clearly punched / embossed / engraved on the body of the transformer and name plate with other relevant information.
 - v. The manufacturer will engrave the name of housing scheme, purchase order No. with date, year of manufacturing on each Reel of Conductor / Cable. The Reel shall have a different colour than the colour of the Reel supplied to DISCO.s/IESCO. Furthermore the subject information also to be provided on the cable on every 10th meter.
 - vi. After procuring the material sponsor will give information to IESCO that the material procured bears all the identification marks as described above.
 - vii. Committee comprising SE (E) IESCO concerned & Manager (MM) IESCO in association with representative of sponsor / consultant shall examine the documents to ensure that legitimate material has been utilized before taking over / energization of the scheme.
8. The extension of Grid station for Phase-II shall be carried out by Sponsor in accordance with WAPDA/IESCO Standard design specifications, International Standards and practices after design vetting from the relevant office.
9. Grid station will be extended /augmented according to the design drawings issued by Chief Engineer Design (NTDC) PEPCO Lahore. All the material/equipment to be purchased shall be in accordance with PEPCO specification and shall be inspected by representative of IESCO at manufacture's premises at the expenses of the sponsor as per PEPCO rules before installation at site.
10. The draft for contract documents for purchase of material equipment for Grid Station shall be got vetted from Design (NTDC) PEPCO Lahore. The copies of purchase orders of material / equipment and work orders shall be endorsed to Design (NTDC) PEPCO Lahore and Chief Executive Officer IESCO for mentioning there in the inspection clause clearly stating that all material equipment shall be accepted subject to clearance by PEPCO / IESCO.
11. The Grid Station will be extended / augmented with space and provision of additional 02 No. 132/11KV Power Transformers, Carrier Telecommunication System, associated control room, offices and residential colony as per PEPCO standards/specification. DHAI management will install material and equipment for this Grid Station to cater for the ultimate demand of 85 MW.
12. The Grid Station will be augmented under the supervision of Design (NTDC) PEPCO/Chief Executive Officer IESCO or his representative will carry out regular stage inspection during the course of construction.
13. Maintenance and operation of the Grid station as well as distribution system shall be done by DHAI management after getting Distribution license by the Sponsor from NEPRA.

[Handwritten signatures and initials]



14. The sponsor shall apply for initial load of 51 MW on proper A&A form alongwith relevant documents for DHAI Phase-II and subsequently for extension/ultimate load as and when required.
15. The sponsor shall pay the security amount for the demanded load at the prevailing rate as and when demanded by IESCO after deduction of already paid security.
16. Watch and ward would be the responsibility of the sponsor of the scheme. The sponsor/ housing scheme will remain IESCO's consumer and will abide by the rules and regulations of PEPCO/IESCO.
17. Any dispute arising out of the implementation / interpretation of terms of agreement will be referred to Arbitration consisting of two Arbitrators, each appointed by both parties. In case of inability to come to a constructive conclusion between the Arbitrators the matter will be referred to Chief Executive Officer IESCO and his decision would be final.
18. If the sponsor is found acting in contravention of Agreement or any of his acts adjudged or liable to be adjudged prejudicial to any of the clauses contained herein or any other instructions issued from time to time, IESCO reserve the right to revoke this agreement and is also authorized to impose penalty as deemed fit.

Lt Col (Retd) Sohail Qadir
Dir TP&BC
DHAI Islamabad

Muhammad Naeem Jan
Additional Manager (P&E)
IESCO Islamabad

Lt Col (Retd) Nasir Kamal Mirza
Dir Tech
DHAI Islamabad

Qazi Arif Latif
Addl. Manager L&L
(Legal and Corporate Affairs)
IESCO, Islamabad

Abid Iqbal
Chief Engineer (P&E)
IESCO Islamabad



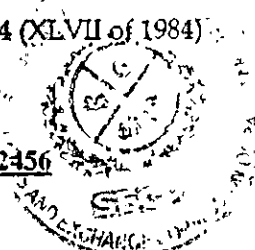
A002520

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
Company Registration Office
1st Floor SLIC Building No 7, Blue Area,
Islamabad

CERTIFICATE OF INCORPORATION

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

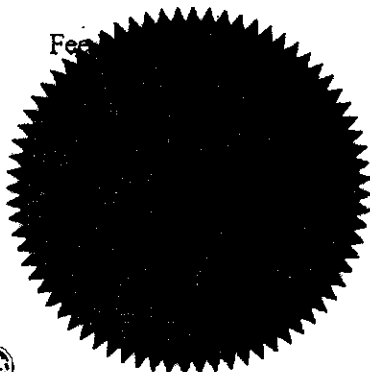
Corporate Universal Identification No. 0092456



I hereby certify that DHAI DEVELOPMENT AND
ENGINEERING SERVICES (PRIVATE) 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 Islamabad this Seventeenth day of March,
Two Thousand and Fifteen.

For

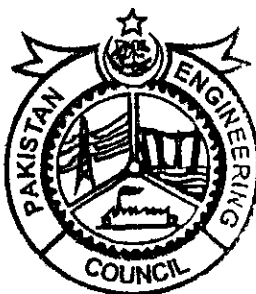


(Shaukat Hussain)
Additional Registrar of Companies

CERTIFIED TO BE TRUE COPY

No. ADI 10643
Dated 17/02/15

10688
18/3/15



Serial No. 328487
PEC-11

PAKISTAN ENGINEERING COUNCIL

License No: **04924** Category: **C3** Validity: **31st December, 2015**

LICENCE OF PAKISTANI CONSTRUCTOR/OPERATOR

(Under the bye-laws of Pakistan Engineering Council 1987)

This is to certify that M/s **DHAI DEV & ENGG SVCS (PVT) LTD** (Licensee), with its registered office at **DEFENCE MALL DEFENCE AVENUE PHASE# I ISLAMABAD RAWALPINDI** has/have been licensed under Construction and Operation of Engineering Works Bye-laws 1987, until the validity date to construct/operate engineering works, the construction/capital cost of which does not exceed Rs. 400 (**FOUR HUNDRED**) million provided the licensee fulfils all the qualification requirements prescribed by Client or Employer for a particular engineering work; and subject to the licensee continuing to fulfill all the requirements of the bye-laws.

Field of Specialization **CE01 - C 309 - CE10 - EE03 - EE04 - EE05 - EE06 - (SEVEN ONLY)** (Specialization Code Nos. for detail see overleaf)

Date of Issue : **June 1, 2015**
(Islamabad)



[Signature]

Registrar
Pakistan Engineering Council,
Islamabad.

Note:

1. This license is valid upto 31-12-2015 and shall be renewed before 31st March 2016 without late payment surcharge. However, application for 2015 for renewal may be submitted to the Council after 5th November, 2015.
2. The employer must ensure employment of engineers whose names are mentioned on backside of the license. The Consulting Engineer (the Engineer Incharge in case the consultant is not appointed) shall monitor the number of engineers employed by the Constructor/Operator and inform the Council accordingly.
3. Owner(s) of the firm shall be held responsible, if any information, document or paper submitted by him/them is found incorrect or forged



Pakistan Engineering Council

(Constituted under Pakistan Engineering Council Act, 1976 enacted by the Parliament)

Ataturk Avenue (East),
G-5/2, Islamabad.

No. PEC/C3/04924

June 01, 2015

M/s. DHAI DEV & ENGG SVCS (PVT) LTD
DEFENCE MALL DEFENCE
AVENUE PHASE# I
ISLAMABAD RAWALPINDI
0515788086

Subject: **REGISTRATION/RENEWAL OF CONSTRUCTORS LICENCE**

Dear Sir:

1. We are enclosing Registration/Renewal Licence no. C3/04924 valid upto December 31, 2015 in category C3 for undertaking projects upto Rs. 400 (FOUR HUNDRED) million.
2. According to clause 4(3) of Construction and Operation of Engineering Works Bye-Laws 1987, "The constructor or operator enlisted in a particular field or discipline shall be allowed to undertake work of other disciplines up to twenty-five per cent of the amount of limit of category in which he is entitled".
3. Please ensure that payments to all Engineers are made in the form of crossed cheque in favour of individual Engineer after deducting the Income Tax from the salary. Your licence for the next year may not be renewed if you fail to produce proof of payment of salary to Engineers in the manner mentioned above.
4. This Registration/Licence is being issued on the basis of information provided in your application form and related documents furnished by you.
5. The Licencee shall inform the Council of any event taking place after grant of a licence to him or renewal thereof, which renders him ineligible for continuation of licence in accordance with the PEC Construction & Operation of Engineering Works Bye-Laws 1987.
6. However, the Council may decide to reduce the category of licence or suspend / cancel the license as it may deem fit, if any of above information/document is found incorrect.
7. Please quote Licence no. C3/04924 for future correspondence with the Council.

Yours Faithfully,

Registrar

Issued by: PEC Head Office

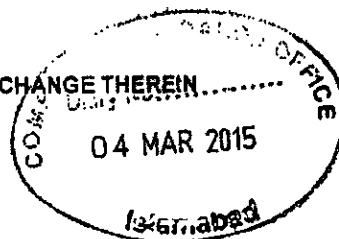
PABX: 2829296, 2829311, 2829348, Fax: 2276224 Helpline: 051-111-111-732

Email: info@pec.org.pk, www.pec.org.pk

THE COMPANIES ORDINANCE, 1984
[Section 142]

NOTICE OF SITUATION OF REGISTERED OFFICE OR ANY CHANGE THEREIN

Please complete in typescript or in bold block capitals.



1. CUIN (Incorporation Number)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>												
2. Name of the Company	DHAI DEVELOPMENT AND ENGINEERING SERVICES (Pvt) Ltd												
3. Fee Paid (Rs.)	<div style="border: 1px solid black; padding: 2px;"> <div style="display: inline-block; width: 20px; text-align: center;">1</div> <div style="display: inline-block; width: 20px; text-align: center;">5</div> <div style="display: inline-block; width: 20px; text-align: center;">0</div> <div style="display: inline-block; width: 20px; text-align: center;">0</div> </div>												
	Name & Branch of The Bank RAWALPINDI, MCB - Morgah Mor, Jhelum Road[1389]												
4. Receipt No.	<div style="border: 1px solid black; padding: 2px;">M-2015-018656</div>												
	Date <table border="1" style="display: inline-table; vertical-align: middle;"> <tr><td>Day</td><td>2</td><td>5</td></tr> <tr><td>Month</td><td>0</td><td>2</td></tr> <tr><td>Year</td><td>2</td><td>0</td></tr> <tr><td></td><td>1</td><td>5</td></tr> </table>	Day	2	5	Month	0	2	Year	2	0		1	5
Day	2	5											
Month	0	2											
Year	2	0											
	1	5											
	(Bank challan to be attached in original)												
5. The situation of registered office of the company was changed from	<div style="border: 1px solid black; height: 40px;"></div>												
	(state previous address)												
6. The registered office of the Company is now situated at	DEFENCE HOUSING AUTHORITY ISLAMABAD - RAWALPINDI DEFENCE MALL, DEFENCE AVENUE, PHASE-I, ISLAMABAD												
6.1 Telephone Nos	0345-5515763												
6.2 Fax No, if any	051- 5188086												
6.3 E-mail address	rehman.shuja@dhai-r.com.pk												
7. With effect from (date)	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr><td>Day</td><td></td><td></td></tr> <tr><td>Month</td><td></td><td></td></tr> </table>	Day			Month								
Day													
Month													
8. Signatures of Chief Executive/ Secretary	<div style="border: 1px solid black; padding: 5px;"></div>												
9. Name of Signatory	SHUJA UR REHMAN												
10. Designation	DIRECTOR												
11. NIC Number of signatory	<div style="border: 1px solid black; padding: 2px;">3 7 4 0 6 - 5 9 4 2 8 7 6 - 1</div>												
12. Date	<table border="1" style="display: inline-table; vertical-align: middle;"> <tr><td>Day</td><td>2</td><td>5</td></tr> <tr><td>Month</td><td>0</td><td>2</td></tr> <tr><td>Year</td><td>2</td><td>0</td></tr> <tr><td></td><td>1</td><td>5</td></tr> </table>	Day	2	5	Month	0	2	Year	2	0		1	5
Day	2	5											
Month	0	2											
Year	2	0											
	1	5											

CERTIFIED TO BE TRUE COPY

Deputy Registrar
Company Registration Office Islamabad

No. ADI _____
Dated _____

THE COMPANIES ORDINANCE, 1984
(Section 205)

PARTICULARS OF DIRECTORS AND OFFICERS, INCLUDING THE CHIEF EXECUTIVE, MANAGING AGENT, SECRETARY/CHIEF ACCOUNTANT, AUDITORS AND LEGAL ADVISER, OR OF ANY CHANGE THEREIN

Please complete in typescript or in bold black capitals.

1. CUIN (Incorporation Number)

--	--	--	--	--	--	--	--

2. Name of the Company

DHA DEVELOPMENT AND ENGINEERING SERVICES (Pvt) Ltd

3. Fee Paid (Rs.)

1	5	0	0
---	---	---	---

Name & Branch of the Bank

RAWALPINDI, MCB - Morgah Mor, Jhelum Road(1389)

4. Receipt No.

M-2015-018556

Date

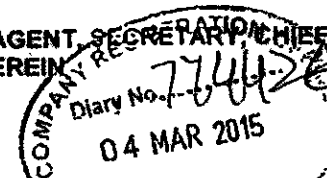
Day	Month	Year
2	5	0
0	2	2
0	1	5

5. Mode of payment (Indicate)

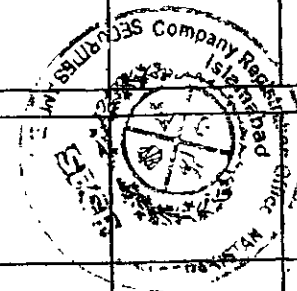
Bank Challan

6. Particulars*:

Present Name in Full	NIC No or passport No. in case of Foreign National	Father's/ Husband's Name	Usual residential address	Designation	Nationality**	Business Occupation*** (if any)	Date of present appointment or change	Mode of appointment / change / any other Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
6.1 New appointment/election:								
Muhammad Saeed Qadir	37405-0620403-1	Abdul Qadir	DHA Defence Avenue, DHA Ph 1, Islamabad	Director	Pakistani	DHA Islamabad Employee	Since Incorporation	As per Articles of Association
Shuja Rehman	ur CNIC: 37406-5942876-1	Jamil Rehman	ur DHA Defence Avenue, DHA Ph 1, Islamabad	Director	Pakistani	DHA Islamabad Employee	Since Incorporation	As per Articles of Association



6.2 Ceasing of office/Retirement/Resignation:									
6.3 Any other change in particulars relating to columns (a) to (g) above:									



TO BE TRUE COPY

[Signature]
Deputy Registrar
Companies Registration Office Islamabad

7. Name of Signatory	Shuja ur Rehman	8. Designation	DIRECTOR												
9. Signatures of Chief Executive/ Secretary	<i>[Signature]</i>						10. Date	Day	Month	Year					
								2	5	0	2	2	0	1	5

- * In the case of a firm, the full name, address and above mentioned particulars of each partner, and the date on which each became a partner.
 ** In case the nationality is not the nationality of origin, provide the nationality of origin as well.
 *** Also provide particulars of other directorships or offices held, if any.*

No. ADI.....

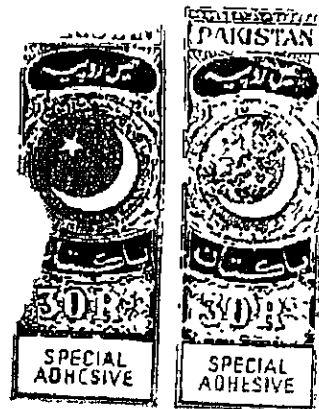
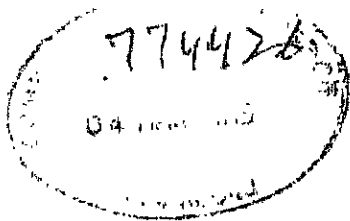
Dated.....

(PRIVATE COMPANY LIMITED BY SHARES)

Memorandum of Association

OF

**DHAI DEVELOPMENT AND ENGINEERING
SERVICES (PRIVATE) LIMITED**



- i. The name of the Company is "DHAI DEVELOPMENT AND ENGINEERING SERVICES (PRIVATE) LIMITED."
- ii. The Registered Office of the Company will be situated in Islamabad Capital Territory.
- iii. The objects for which the Company is established are all or any of the following, subject to approval from concerned authorities.
 - i. To carry on the business as builders, property developers, civil, mechanical, electrical and labor contractors, building and erection engineers, deals in importers, exporters and manufacturer of prefabricated and precast houses, material, tools, implements, machinery metal ware in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, buildings, structures and to turn the same into account, develop the same, dispose off or maintain the same.
 2. To carry on the business of construction of building, apartments, plazas, multi-storied flats, business offices, shops, markets, warehouses, industrial and commercial buildings, roads, dams, bridges, spillways, highways, reservoirs, airports, seaports, and structures of all descriptions and to equip the same or any part thereof with all or any conveniences, drainage and sewerage facilities, water supply, electric and gas installations subject to any permission required by law.

3. To act as civil work/mechanical/electrical contractors to Government of Pakistan, Provincial Governments, Public Local Authorities, Municipalities or otherwise, Semi- Government, Autonomous Corporations, Private / Public Companies or any private person.
4. To carry on the business of estimation, drawing up of specifications, interior and exterior decoration and other similar works relating to civil mechanical, environmental and/or electrical engineering.
5. To carry on the business of marketing of developed and un-developed land for the purpose of residential and commercial projects, planning and marketing of commercial markets or multistoried building including offices, shopping centers, retail outlets, restaurants, hotels, recreational parks, tourism related projects, parking lots and other such building and projects mentioned herein above both inside and outside Pakistan with the permission of concerned authorities and any other relevant law.
6. To act as real estate consultants/advisors, strategic and operational consultants, technical evaluators, surveyors, sub-soil & other investigators, marketing consultants to the private and public sector for real estate business.
7. To acquire or take over the properties, rights and liabilities of grid station and the transmission lines.
8. To do anything under a license or authorization granted according to law and its implementing rules and regulations or any statutory instrument made thereunder to plan, survey, design, supply equipment, and carry out electrification of cities, towns, villages, gas and oil refineries, workshops, buildings, highways, bridges, ports, air terminals and other premises.
9. To construct, erect, commission and operate electricity distribution system including but not limited to electric lines or circuits, electric plants, meters, interconnection facilities or other facilities operating at the distribution voltage, and shall also include any other electric lines, circuits, transformers, sub-stations,

electric plants, interconnection facilities or other facilities forming part of distribution system.

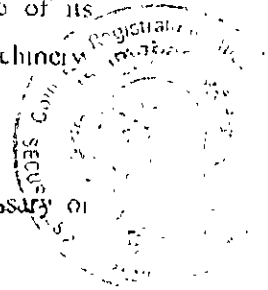
10. And for the purpose of achieving the above objects, the company is authorized:-

- (1) To transact such other business as may be proper, necessary and desirable for or in connection with the objects of the Company or any of them.
- (2) To set up, erect, construct, purchase, take on lease, run, operate and administer plants and factories and to carry on all such functions and business as are necessary and incidental to meet the objectives of the Company.
- (3) To buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus, equipment, machinery and other things capable of being used in any such business as aforesaid or required either by wholesale or retail.
- (4) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (5) To train personnel and workers, both in Pakistan and abroad, to obtain technical proficiency in various specialties connected with the objects of the company or any of them.
- (6) To apply for, purchase or otherwise acquire any patents, *brevets* invention, licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired.

- (7) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, with any person or company, local or foreign, carrying on or engaged in any business or transaction which this Company is authorized to carry on or be engaged in, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same, except doing business as an investment company.
- (8) To take, or otherwise acquire, and hold shares in any other company, having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, but not to act as an investment company.
- (9) To enter into arrangement with any Government or authorities, supreme, national, municipal, local, railway, or otherwise, public or quasi-public bodies, or with any other persons, in any place where the Company may have interest that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authorities or persons any rights, privileges and concessions which the Company may think fit to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (10) To establish and support or aid in the establishment and support of associations, institutions, funds, and conveniences calculated to benefit employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards their insurance.
- (11) To amalgamate with any other company whose objects are and/or include objects similar to those of this Company, whether by sale or purchase of the undertakings, subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase

of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (12) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and, in particular, for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (13) To purchase, take on lease or in exchange, hire or otherwise acquire, any movable or immovable property, and any rights or privileges which the Company may think necessary or convenient for the purpose of its business and, in particular, any land, buildings, easement, machinery, plant and stock-in-trade.
- (14) To construct, maintain and alter any buildings or works, necessary or convenient for the purposes of the Company.
- (15) To construct, improve, maintain, develop, work, manage, carry out, or control any manufactories, warehouses, shops, stores, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests.
- (16) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with, all or any parts of the property and rights of the Company.
- (17) To invest the money of the Company, not immediately required, in such manner as may from time to time be determined, but not to act as an investment, finance, or banking company.
- (18) To advance money to such persons or companies and on such terms as may seem expedient and, in particular, to customers and others having dealings with the Company, but not to act as an investment, finance, or banking Company.



- (19) To borrow or raise funds by means of loans or secure the payment of money from directors, commercial banks and government approved agencies in such manner as the Company shall think fit for its manufacturing, trading and allied business and, in particular, by the issue of debentures or debenture-stock, perpetual or otherwise, charged upon all or any of the Company's property and other assets, both present and future, including its uncalled capital, and to purchase, redeem, or pay any such securities, but not to act as an investment, finance, or banking company.
- (20) 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 obligations through creation of all types of mortgages, charges, pledges, hypothecation, on execution of the usual banking documents/instruments or otherwise encumbrance on any or all of the movable and immovable properties of the company, either present or future or both and issuance of any other securities or sureties by any other means in favor of banks, Non-Banking Finance Companies or any financial institutions and to borrow money for purposes of the company on such terms and conditions as may be considered proper.
- (21) To open, close and operate banking accounts of the Company with any bank.
- (22) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments, but not to act as an investment or banking company.
- (23) To adopt such means of making known the products of the Company as may seem expedient, including, in particular, by advertisement in the press, circulars, purchase and exhibition of works of art or interests.

publication of books and periodicals, and grant of prizes, rewards and donations.

- (24) To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, technical, national, public, or any other institutions, for its objects or purposes or for any exhibition.
- (25) To apply for and obtain any provisional order or Act of legislature or any consents, permissions and licenses from the Government, central or provincial, and any agencies of the Government for enabling the Company to carry on any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (26) To sell any patent rights or privileges belonging to the Company or which may be acquired by it, or any interest in the same, and to grant licenses for the use and practice of the same or any of them and to let or allow to be used or otherwise deal with any inventions, patents or privileges in which the Company may be interested, and to do all such acts and things as may be deemed expedient for turning to account any inventions, patents and privileges in which the Company may be interested.
- (27) To expend money on experimenting upon and testing and improving or securing any process or processes' patent, or protecting any invention or inventions which the Company may acquire or propose to acquire or deal with.
- (28) To distribute among the members of the Company, in kind or otherwise, any property of the Company and, in particular, any shares, debentures or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (29) To create any reserve fund, sinking fund, insurance fund or any other special fund, whether for depreciation or for repairing, insuring,

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

S. No.	Name	Father's/Husband's Name in full	Nationality(ies) with any former Nationality	Occupation	Residential address in full	Number of shares taken by each subscriber	Signatures
1	Muhammad Saeed Qadir CNIC: 37405-0620403-1	Abdul Qadir	Pakistani	DHA Islamabad Employee	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	1	
2	Shuja ur Rehman CNIC: 37406-5942876-1	Jamil ur Rehman	Pakistani	DHA Islamabad Employee	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	1	
3	Defence Housing Authority, Islamabad through Fiaz Hussain CNIC: 37201-1707077-7	N/A	Pakistani	Housing Authority	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	999,998	

Total number of shares taken 1,000,000 (One Million)

Dated the 25th day of February 2015

Witness to above signatures

Full Name: Muhammad Shouib Umer Khan

NIC Number: 38502-1094795-1

Father's/Husband's Name: Amir Ullah

Full Address: NAZD P.A.E. COLONY, WANDHA GUDI KHAILANWALA, POST OFFICE, MIANWALI, YARI

KHAIL PAKKA, TEHSIL & DISTRICT MIANWALI

CERTIFIED TO BE TRUE COPY

Deputy Registrar
Company Registration Office Islamabad

18/3/15

No. ADI

Dated

THE COMPANIES ORDINANCE, 1984

(Private Company Limited by Shares)

ARTICLES OF ASSOCIATION

OF

**DHAI DEVELOPMENT AND ENGINEERING SERVICES
(PRIVATE) LIMITED**



1. The Regulations contained in Table 'A' to the First Schedule to the Companies Ordinance, 1984 (the "Ordinance") shall be the regulations of **DHAI DEVELOPMENT AND ENGINEERING SERVICES (PRIVATE) LIMITED** (the "Company") these are applicable to a private company.

PRIVATE COMPANY

2. The Company is a "Private Company" within the meaning of Section 2(84) of the Ordinance and accordingly:

- (1) No invitation shall be made to the public to subscribe for the shares or debentures of the Company.
- (2) The number of the members of the Company (exclusive of persons in the employment of the Company), shall be limited to fifty provided that for the purpose of this provision, where two or more persons hold one or more shares in the company jointly, they shall be treated as single member; and
- (3) The right to transfer shares of the Company is restricted in the manner and to the extent herein appearing.

TRANSFER OF SHARES

3. A member desirous to transfer any of his shares shall first offer such shares for sale or gift to the existing members and in case of their refusal to accept the offer, such shares may be transferred to any other person, as proposed by the transferor member, with the approval of the Board of Directors.

DIRECTORS

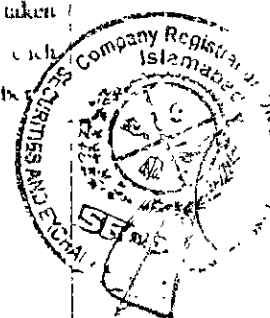
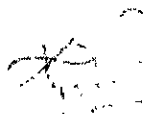

4. The number of directors shall not be less than two or a higher number as fixed under the provisions of Section 178 of the Ordinance. The following persons shall be the first directors of the Company and shall hold the office up to the date of First Annual General Meeting:

1. Muhammad Saeed Qadir
2. Shuja Ur Rehman

improving, extending or maintaining any of the property of the Company or for any other purpose conducive to the interests of the Company.

11. Notwithstanding anything stated in any object clause the company shall obtain such other approval or license from competent authority as may be required under any law for the time being in force to undertake a particular business.
12. 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 business of security services, payment system Electronic fund transfers in and outside Pakistan, deposit taking from general public, network marketing, referral marketing & direct selling banking company, leasing investment, managing agency, insurance business, any of the NBFC business, multi-level marketing (MLM), Pyramid and Ponzi Schemes, commodity, future contract or share trading business locally or internationally, directly or indirectly as restricted under the law or any unlawful operation.
- IV. The liability of the members is limited.
- V. The Authorized Share Capital of the Company is Rs. 100,000,000/- (Rupees One Hundred Million) divided into 1,000,000 (One Million) ordinary shares of Rs. 100 (Rupees Hundred) each with powers to the company from time to time to increase and reduce its capital subject to any permission required under the law.

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

S. No.	Name (CNIC)	Father's/Husband's Name in full	Nationality(ies) with any former Nationality	Occupation	Residential address in full	Number of shares taken by each subscriber	Signatures
1	Muhammad Saeed Qadir (CNIC) 37405-0630403-1	Abdul Qadir	Pakistani	DHA Islamabad Employee	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	1	
2	Shuja ur Rehman (CNIC) 37406-942876-1	Jamil ur Rehman	Pakistani	DHA Islamabad Employee	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	1	
3	Defence Housing Authority, Islamabad through Ejaz Hussain (CNIC) 37201-1707077-7	N/A	Pakistani	Housing Authority	DHA Mall, Defence Avenue, DHA Ph 1, Islamabad	999,998	

Total number of shares taken 1,000,000 (one million)

Dated the 25th day of February 2015
Witness to above signatures

By [Signature]
Sd/-

I G Name: Muhammad Shoaib Umar Khan

NIC Number: 38302-1094795-1

Father's/Husband's Name: Aman Ullah

Full Address: NAZD P.A.F. (COLONY), WANDHA GUDI KHAILANWALA, POST OFFICE MIANWALI, YARU

KHAIL PAKKA, TUSBI & DISTRICT MIANWALI

Occupation: _____

CERTIFIED TO BE TRUE COPY

[Signature]
Deputy Registrar
Company Registration Office Islamabad

Mo. AFI _____
dated _____

Annexure A

It is hereby confirmed that the load of DHAI Development & Engineering Services (Private) Limited (DDES) for distribution network is more than 20 MW. The Domestic and Commercial load of DHAI is 32.677 MW comprising houses, commercial markets and commercial offices. Load of tube well, water pumping system and street lights comprises a load of 2.5 MW, whereas bulk consumers load which include feeder AC and F, FFBL, Askari and JFC have a load of 9.6 MW. Table below shows the respective load of each category of consumer.

Sr.	Description	Load (MW)
1	Domestic and Commercial	32.677
2	Tube well, water pumping system and street lights	2.5
3	Bulk consumers (Feeder AC and F, FFBL, Askari and JFC)	9.589
	Total	44.766

For the purpose of evidence we have attached comprehensive detail of each resident including bill and other relevant documents evidencing that aggregate load of DDES is much more than 20 MW.

LIST OF DHA PHASE II CONNECITON RUNNING IN
MDI BATCH 24, 27 and 28

Ser	Batch No 24
	Account No
1	24-14336-6951100
2	24-14336-6956400
3	24-14336-6956500
4	24-14336-6956600
5	24-14336-6956700
6	24-14336-6956800
7	24-14336-6956900
8	24-14336-6957000
9	24-14336-6957100
10	24-14336-6957200
11	24-14336-6957300
12	24-14336-6957400
13	24-14336-6957401
14	24-14336-6957500
15	24-14336-6957600
16	24-14336-6957700
17	24-14336-6957800
18	24-14336-6957900
19	24-14336-6958000
20	24-14336-6958001
21	24-14336-6958100

[illegible]

Ser	Batch No 28
	Account No
1	28-14336-5939000
2	28-14336-5939100
3	28-14336-5939200
4	28-14336-5939300
5	28-14336-5939400
6	28-14336-5939500
7	28-14336-5939600
8	28-14336-5939700
9	28-14336-5940900
10	28-14336-5941000
11	28-14336-5941100
12	28-14336-5941200
13	28-14336-5941300
14	28-14336-5941400
15	28-14336-5941500
16	28-14336-5941600
17	
18	
19	
20	
21	

LIST OF STREET LIGHTS CONNECITONS
DHA PHASE II 1/ABAD BATCH No 29

Ser	Batch No 29
	Account No
1	29-14336-1699900
2	29-14336-1699901
3	29-14336-1699902
4	29-14336-1699903
5	29-14336-1699904
6	29-14336-1699905
7	29-14336-1699906
8	29-14336-1699907
9	29-14336-1699908
10	29-14336-1699909
11	29-14336-1699910
12	29-14336-1699911
13	29-14336-1699912
14	29-14336-1699913
15	29-14336-1699914
16	29-14336-1699915
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25	29-14336-1699924
26	29-14336-1699925

Ser	Batch No 29
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Ser	Batch No 29
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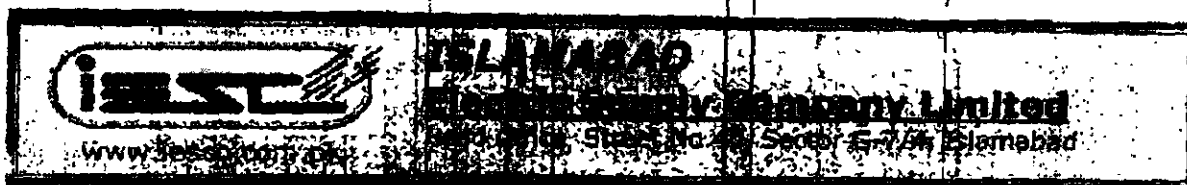
DETAIL OF GENERAL CONNECTIONS
DHA PHASE II 1/ABAD UPTO JUNE 2015

Batch No	From Account No	To Account No	No of Connection	Area
14	14336-2200000	14336-2378503	1826	Sec A, B C and D
15	14336-2390100	14336-2617700	1953	Sec E, F, G, H and J
Total			3779	

FROM : PLANNING

FAX NO. : 9252931

Mar. 01 2006 04:39PM P1



No. 30359-61/CEO/IESCO/CE(P&E)/HS-351

Dated: 06/10/2015

Lt. Col @ Shahid Naveed
ADH (W) DHA Housing Directorate
GHQ Rawalpindi, Iqbal Boulevard
Sector-D DHA Phase-II Islamabad.

Subject: **APPROVAL/VETTING OF DESIGN FOR EXTERNAL ELECTRIFICATION (SELF EXECUTION) THROUGH SPONSORS IN RESPECT OF ARMY APARTMENTS IQBAL BOULEVARD SECTOR-D DHA PHASE-II ISLAMABAD.**

The Chief Executive Officer IESCO has been pleased to accord the approval / vetting for external electrification work to be carried out by sponsor themselves on self execution basis as requested by you through your consultant in respect of Army apartments Iqbal Boulevard Sector-D DHA Phase-II Islamabad. The scheme consist of 12 No. buildings 08 stories and 32 apartments (12x32) = 384 No's having ultimate load 4.801 MW subject to the terms & conditions and work detail given below :-

(i) External electrification and 02 No 11 KV feeders work inside the scheme:

01	11 KV outgoing Panels	02 Nos
02	630 KVA Pad mounted T/F	12 Nos
03	200 KVA Pad mounted T/F	01 Nos
04	11 KV load Break switch	04 Nos
05	11 KV single core 240 mm cable	9.15 Km
06	11 KV 3 core 120 mm Cable	1.34 Km
07	L.T aluminum 300 mm 4 core cable	2.17 Km
08	L.T Distribution Boxes	97 Nos
09	Earth rod	140 Nos
10	G-I Wire for earthing	1120 KG

Cost of HT/LT/feeders	=	4,98,80,968/-
Cost of outgoing Panels	=	35,46,184/-
HT/LT Contract work	=	1,21,97,686/-
Total	=	6,56,24,838/-

(ii) Vetting inspection/ supervision/Charges:

1.5 % vetting fee (on Total estimate cost)	=	9,84,373/-
1.5 % inspection/supervision/ charges	=	9,84,737/-

TERMS AND CONDITIONS:

- The Design for external electrification work of subject mentioned apartments by sponsor on self execution basis as proposed with assessed load 4.801 MW by consultant has been vetted/ approved.
- The source supply infrastructure (Underground) shall be provided through 02 Nos. new 11 KV Underground feeders to be constructed in new 2x2 Duct from Existing 132 KV DHA Phase-II Grid station Islamabad upto the apartments.

No. 4428-35 / CEO/IESCO/CE(P&E)/CFC-701Date 05 /06/2013

→ Lt.Col Abdus Sattar @
Manager Project Fauji
Fertilizer Bin Qasim Limited
73- Harley Street, Rawalpindi

Subject: DESIGN VETTING / APPROVAL FOR PROVISION OF ELECTRICITY CONNECTION IN RESPECT OF FAUJI FERTILIZER BIN QASIM LTD (FFBL) HEAD OFFICE BUILDING C-2 SECTOR-B DHA PHASE-II ISLAMABAD.

Ref Your letter No.FFBL/HW Pro/21 dated 24.04.2012 and MD AASK Corporation letter No.1308/IESCO dated 06.05.2013.

The Chief Executive Officer IESCO has been pleased to accord the approval for provision of electricity connection in respect of Fauji Fertilizer Bin Qasim Ltd (FFBL) Head Office Building C-2 Sector-B DHA Phase-II Islamabad. The work to be carried out by the Sponsor themselves on self execution basis as requested by you through your consultant having ultimate load of 1.268 MW under Tariff A-2 (C) as proposed by your Consultant subject to the terms, conditions and work as per detail given below:-

MAIN ITEMS AND SCOPE OF WORK

Description	Quantity
11 KV O/G panel	01
11 KV metering panel	01
Load Break switches	02
HT Cable 500 MCM S/core	9327 Mtr

DETAIL OF CIVIL WORK

Description	Quantity
Load Break switch plinths	02 No
2x2 Duct	2280 Mtrs
Manholes for 2x2 Duct	34 No.

TERMS AND CONDITIONS:

- The Fauji Fertilizer bin Qasim Ltd (FFBL) Head office building C-2 Sector-B DHA Phase-II Islamabad proposed to be fed through One No. underground 11 KV feeder to be constructed from existing 132 KV Grid Station DHA Phase-II Islamabad duly signed with existing 11 KV feeder as shown in the attached sketch.
- Admn. approval & technical sanction of Capital cost amounting to Rs.2,69,62,218/- for construction of one No. proposed 11 KV underground feeder has been accorded by CEO IESCO.
- The necessary demand notices shall be issued by the office of CE (P&E) IESCO as per detail given below.
 - Security amount Rs.2331280/- @ 1810/KW against 1.268 MW load under Tariff A-2 (C).
 - 1.5% design vetting fee amounting to Rs.4,04,433/- against total estimated cost of connection (Rs.26962218/-).
 - 1.5% inspection / supervision charges amounting to Rs.4,04,433/- against estimated cost of self execution work (Rs.2,69,62,218/-)
- The execution of work is allowed to be carried out by the sponsor themselves at their own cost through WAPDA / IESCO approved contractor as MOUs signed between IESCO and Sponsor with terms and conditions of self execution continued in the Housing policy. Subject to the following:-
 - The electrical network and civil work including Duct, Gate, Path & Road crossings etc shall be constructed / carried out by the sponsors as per IESCO's approved design and conform to the WAPDA SDI.
 - The contractor shall not be the same who prepared the design for external electrification of the said Scheme as consultant, and the contractor should be on approved list of WAPDA/IESCO.

Annexure B

It is hereby confirmed that DHAI Development and Engineering Services Limited (DDES) has its own 132 kV Grid Station with 02 no. 20/26 MVA Power Transformers which makes it a total 52 MVA capacity that can be enhanced up to 100 MVA when needed and distribution network. The Grid station was constructed by Islamabad Electric Supply Company Limited (IESCO) on cost share basis 75% paid by DHAI and 25% by IESCO. However, after paying remaining 25% of cost of grid station amounting to Rs. 102.031 Million to IESCO, the grid station became the property of Defence Housing Authority Islamabad (DHA) as per MoU and pay order of 102.031 Million. Moreover, the grid station and electricity distribution system has been transferred to DDES by DHAI through board of Resolution dated 9th December 2015.

DHA hold 99.99% share holding in DDES. The 132 KV grid station and the distribution network has been transferred by DHA to DDES through Board Resolution dated 9th December 2015. The Board Resolution that declares the ownership of 132 kV grid station and the distribution network is now property of DDES. The Grid Station distributes electricity through Ten Feeders and six spare feeders with voltage level of 11 KV at each feeder. DDES has also appointed its qualified and experienced team along with WAPDA approved Consultants to carryout operations and maintenance of the Distribution Network. Main feeders 11 KV are underground and LT distribution is 400 V underground.

For the purpose of evidence that DDES has its own 132 kV Grid station, we are hereby providing (attached herewith) a copy of board resolution showing ownership the Grid station in the name of DDES. MoU and Pay order attached here after.

F/1. Board Resolution

F/2. Memorandum of Understanding

F/3. Pay Order



Defence Housing Authority Islamabad

Defence Mall, Defence Avenue, Phase-I,
Islamabad – 44000

UAN: (051): 111 - 555 - 400

EXECUTIVE BOARD MEETING 2/2015
DEFENCE HOUSING AUTHORITY ISLAMABAD
MINUTES OF SECOND MEETING OF THE EXECUTIVE BOARD
HELD ON 9 DEC 2015

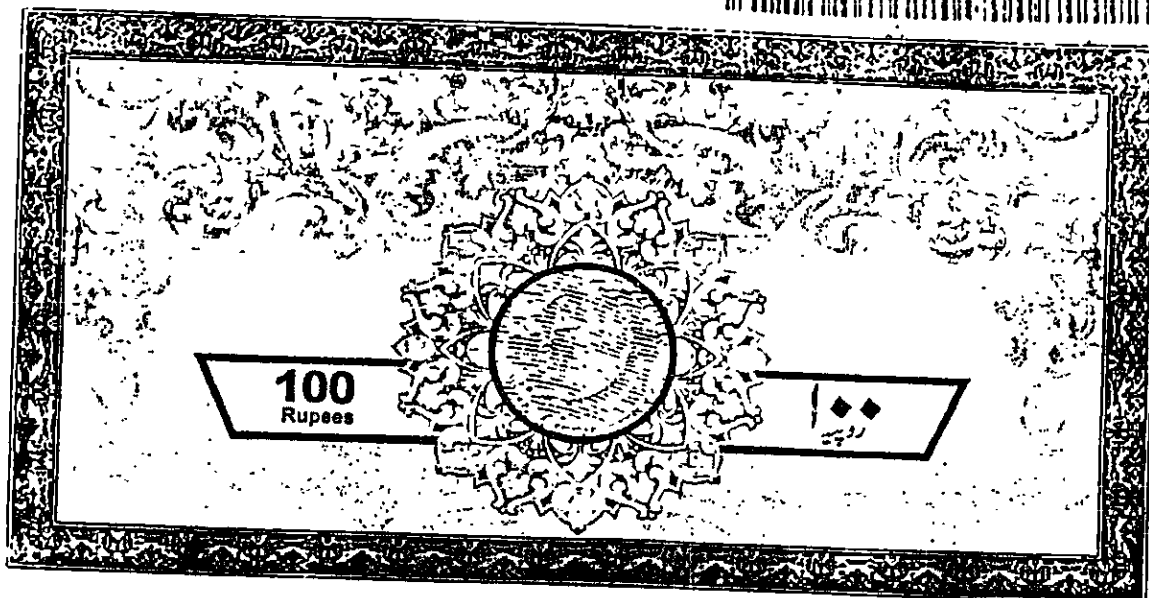
PRESENT

- ❖ Lt Gen Zamir Ul Hassan Shah, HI(M), AG - President
- ❖ Major Gen Humayun Aziz, HI(M), DG W&R - Vice President
- ❖ Brig Qaisar Shahzad, T Bt, Administrator - Member
- ❖ Col Ejaz Hussain, SI(M), Retired - Secretary

1. The meeting commenced at 1030 hrs with recitation from the Holy Quran. President Executive Board welcomed the participants. After detailed deliberations on various agenda items, Executive Board discussed and gave following decisions:-

<u>Serial</u>	<u>Agenda Point / Decision</u>
<u>Item 1</u>	<p><u>Transfer of Ownership of Grid Station and Electricity Distribution System in DHA Phase II to DHA Development and Engineering Services (Private) Limited.</u> It is desired to transfer the ownership of Grid Station and Electricity Distribution System DHA Phase II to DHA Development and Engineering Services (Private) Limited for better management of the Grid Station. Necessary approval of the Executive Board is solicited for the same.</p> <p><u>Decision.</u> Approval is accorded for transfer of ownership of Grid Station and Electricity Distribution System DHA Phase II to DHA Development and Engineering Services (Private) Limited for further processing the case.</p>


Colonel (Retd)
Secretary
(Ejaz Hussain)



3RD SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING (MOU) FOR DHA PHASE-II ISLAMABAD

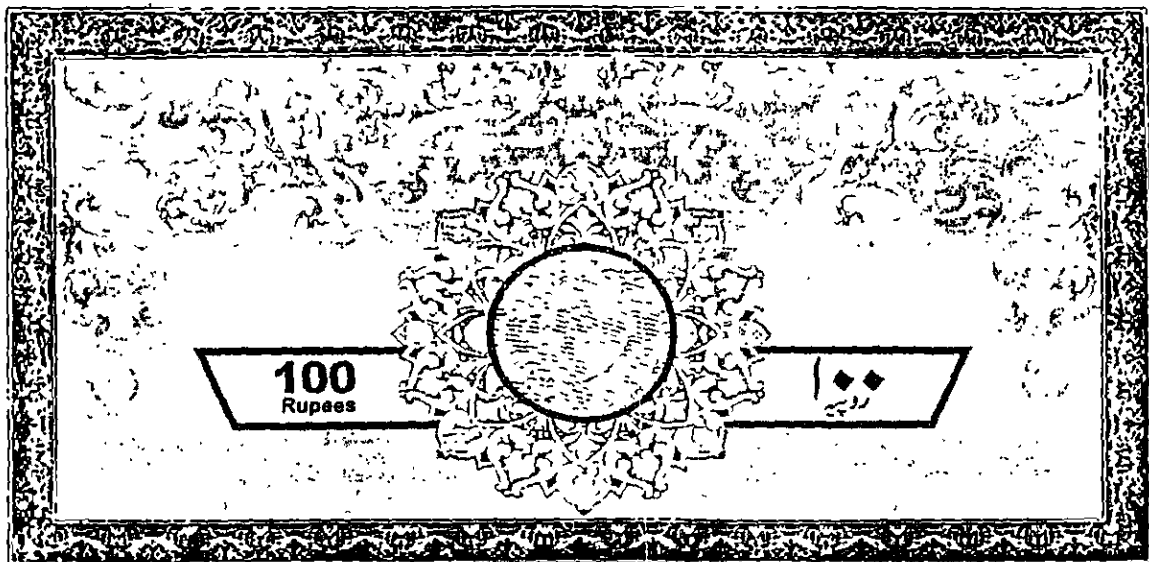
The memorandum of understanding (MOU) is entered into at Islamabad on 28.04.2015 by and between Islamabad Electricity Supply Company limited and Defence Housing Authority Islamabad (Here in after called sponsor). This MOU will cater for supply of power to DHAI Phase-II Islamabad.

Consequent upon the request of the Sponsors, IESCO hereby agrees to shift the operation of 132 KV DHAI (Phase-II) Grid station placing it under the control of Sponsors subject to the following conditions (to be fulfilled prior to implementation of the shifting process).

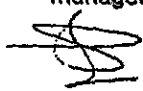




The terms & conditions of MOU are as follows:

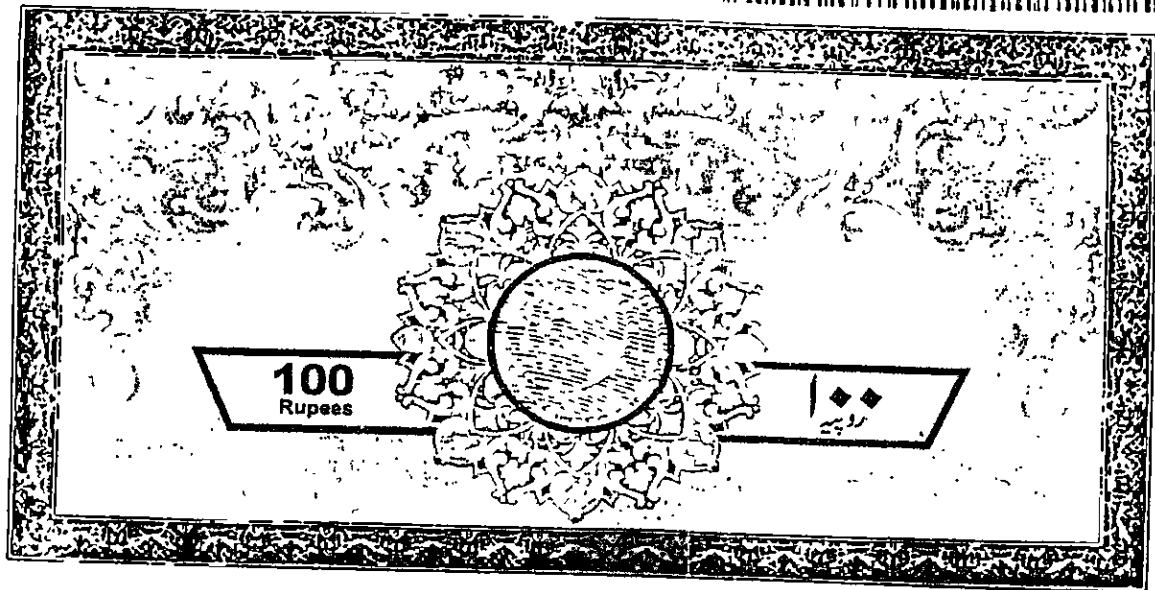
1. Approved system load is 51 MW while the Ultimate load of DHAI Phase-II will be 85 MW (100 MVA) as per detail provided by sponsor's consultant.
2. An 132/11 KV Grid having 2x20/26 MVA Power transformers have already been installed / constructed on the sharing cost 75 % by DHA and 25% by IESCO. Now the DHAI Phase-II tariff will be C-3 through metering on 132 KV side at Grid Station. The 25 % cost share borne by IESCO amounting to Rs.102.031 Million (6.58 + 95.444 Million) shall be paid by the sponsor besides cost of metering arrangements after signing of this MOU.
 - a. The Sponsors will pay 100% cost of the Grid station and its associated transmission line less the cost already paid by the Sponsors on this account, in accordance with the Demand notice to be issued by IESCO.
 - b. Since Grid station has In/Out (Ringmain) arrangement, Import/Export energy meters on 132 KV sides shall have to be installed to record the consumption of energy flowing from either side, at the expense of Sponsors including installation of 132 KV CTs/PTs and other allied equipment.
 - c. To accomplish the proposal as at Para-(b) above, the Sponsors shall provide separate metering room at their expense in accordance with the latest specifications of PEPCO/IESCO.
 - d. Operation and maintenance of the Grid station shall be the responsibility of the Sponsors strictly in accordance with the standing Instructions of PEPCO/IESCO and the Sponsors shall have to comply with all the instructions of PEPCO/ NPCC/ RCC/IESCO issued from time to time.
 - e. In order to coordinate with NPCC/RCC/IESCO for proper implementation of the instructions, four substation Operators (One SSO-I & Three SSO-II) will be posted at the Grid station by IESCO (One for each shift) for which the Sponsors shall bear all the expenses on account of their salaries and other emoluments (Payable annually in advance) for which demand will be raised by the concerned XEN SS&TL IESCO. For Oper. and maintenance of the Grid station, the Sponsors shall provide their own staff.
3. The sponsor shall add 1x40 MVA & 1x20/26 MVA Power Transformers according to WAPDA design and specifications to be approved by Chief Engineer design (NTDC) WAPDA House Lahore to cater ultimate load demand on reaching 70 % loading of existing power T/f's on 100% cost deposit basis or sponsor himself at his own cost.
4. The sponsor shall pay all the design, vetting and inspection charges regarding proposed addition of power transformers as and when demanded by IESCO.
5. The Sponsor shall fulfill all the WAPDA, IESCO and NEPRA pre-requisites necessary / described for bulk supply connections under Tariff C-3. The Sponsor will provide NOC and distribution license from NEPRA and pay security for 51 MW already approved system load after deduction of already paid security by DHA for amounting to Rs.132,920,000/- (139,74000 - (1820000+50.00000)). After submission of application on proper A&A forms alongwith supporting documents.
6. All the existing connections will be handed over to DHA Phase-II and proper ERO will be fed in IESCO and securities against these connections will be sent to DHA billing management

[Handwritten signatures and initials]



7. The system inside the housing Scheme will be laid down by the Sponsor at his own cost as per criteria given below:-
 - i. The Sponsor will be fully responsible for the procurement & installation of quality material according to PEPCO's approved specifications from the manufacturers approved by PEPCO. The colour code of such material shall be different from that of DISCO's (e.g. transformer to be of blue colour). In case PEPCO's/IESCO's material is found installed, IESCO reserve the right to lodge FIR.
 - ii. The Sponsor will not purchase / use any material bearing DISCO's / IESCO monogram or DISCO's / IESCO's colour scheme or identification.
 - iii. The procurement of material will be done by the sponsor from PEPCO's approved manufacturers. Alternatively, contractors appointed by the Sponsors may also purchase the material after setting the purchase order vetted by the sponsors before it is submitted to the IESCO for further vetting. However responsibility for purchase made by the contractor will rest with the sponsors.
 - iv. The name of the housing scheme, purchase order No. with year of manufacturing and serial No. of the transformer shall be clearly punched / embossed / engraved on the body of the transformer and name plate with other relevant information.
 - v. The manufacturer will engrave the name of housing scheme, purchase order No. with date, year of manufacturing on each Reel of Conductor / Cable. The Reel shall have a different colour than the colour of the Reel supplied to DISCO's/IESCO. Furthermore the subject information also to be provided on the cable on every 10th meter.
 - vi. After procuring the material sponsor will give information to IESCO that the material procured bears all the identification marks as described above.
 - vii. Committee comprising SE (E) IESCO concerned & Manager (MM) IESCO in association with representative of sponsor / consultant shall examine the documents to ensure that legitimate material has been utilized before taking over / energization of the scheme.
8. The extension of Grid station for Phase-II shall be carried out by Sponsor in accordance with WAPDA/IESCO Standard design specifications, International Standards and practices after design vetting from the relevant office.
9. Grid station will be extended / augmented according to the design drawings issued by Chief Engineer Design (NTDC) PEPCO Lahore. All the material/equipment to be purchased shall be in accordance with PEPCO specification and shall be inspected by representative of IESCO at manufacture's premises at the expenses of the sponsor as per PEPCO rules before installation at site.
10. The draft for contract documents for purchase of material equipment for Grid Station shall be got vetted from Design (NTDC) PEPCO Lahore. The copies of purchase orders of material / equipment and work orders shall be endorsed to Design (NTDC) PEPCO Lahore and Chief Executive Officer IESCO for mentioning there in the inspection clause clearly stating that all material equipment shall be accepted subject to clearance by PEPCO / IESCO.
11. The Grid Station will be extended / augmented with space and provision of additional 02 No. 132/11KV Power Transformers, Carrier Telecommunication System, associated control room, offices and residential colony as per PEPCO standards/specification. DHAI management will install material and equipment for this Grid Station to cater for the ultimate demand of 85 MW.
12. The Grid Station will be augmented under the supervision of Design (NTDC) PEPCO/Chief Executive Officer IESCO or his representative will carry out regular stage inspection during the course of construction.
13. Maintenance and operation of the Grid station as well as distribution system shall be done by DHAI management after getting Distribution license by the Sponsor from NEPRA.



14. The sponsor shall apply for initial load of 51 MW on proper A&A form alongwith relevant documents for DHAI Phase-II and subsequently for extension/ultimate load as and when required.
15. The sponsor shall pay the security amount for the demanded load at the prevailing rate as and when demanded by IESCO after deduction of already paid security.
16. Watch and ward would be the responsibility of the sponsor of the scheme. The sponsor/ housing scheme will remain IESCO's consumer and will abide by the rules and regulations of PEPCO/IESCO.
17. Any dispute arising out of the implementation / interpretation of terms of agreement will be referred to Arbitration consisting of two Arbitrators, each appointed by both parties. In case of inability to come to a constructive conclusion between the Arbitrators the matter will be referred to Chief Executive Officer IESCO and his decision would be final.
18. If the sponsor is found and acting in contravention of Agreement or any of his acts adjudged or liable to be adjudged prejudicial to any of the clauses contained herein or any other instructions issued from time to time, IESCO reserve the right to revoke this agreement and is also authorized to impose penalty as deemed fit.

Lt Col (Retd) Sohail Qadir
Dir TP&BC
DHAI Islamabad

Muhammad Naeem Jan
Additional Manager (P&E)
IESCO Islamabad

Lt Col (Retd) Nasir Kamal Mirza
Dir Tech
DHAI Islamabad

Qazi Arif Latif
Addl: Manager L&L
(Legal and Corporate Affairs)
IESCO, Islamabad

Abid Iqbal
Chief Engineer (P&E)
IESCO Islamabad

BANK ALFALAH LIMITED
ISLAMIC BANKING

(5567) DHA Phase II Branch Islamabad,

Pay Order

A/C PAYEE ONLY

No. POIDHISL 00007243

Ref No. FT15127966992044

Date: 07 MAY 2015

GRID STATION

Amount not over PKR 50,000,000.00

Only 50,000,000.00

y to the
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CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD

pees

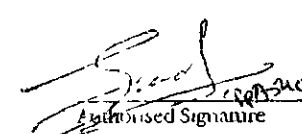
FIFTY MILLION ONLY

able at issuing branch only

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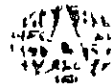
Authorised Signatory



Authorised Signatory

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BANK ALFALAH LIMITED
ISLAMIC BANKING

(5567) DHA Phase II Branch Islamabad

POIDHISL 00007243

eneficiary

CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD

dering Customer:

DHA CLUB PVT LTD

Ref No: FT15127966992044

Date Issued 07 MAY 2015

Amount in PKR. 50,000,000.00

Charges

FED

Total Amount PKR50,000,000.00

30/5/15
Supdt Tech & CE Br.
Bashir Ahmad (R)

ASKARI'S CHEQUE

BC No. 17500070 / 17500070

Date: 07-May-2015

JINNAH BOULEVARD ISLAMABAD (175)

Not Over PKR** 15,000,000.00 Only ***

Payee's A/C Only

CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD.

or order

Pak Rupees Fifteen million Only

PKR***15,000,000.00***

For Askari Bank Limited

Payable at any branch of Askari Bank Ltd in Pakistan

Authorized Signature

Authorized Signature

⑈ 17500070⑈0 170787⑈00000000000000000000⑈0 10⑈

askari bank

Customer's Copy

PHASE-II BRANCH JINNAH BOULEVARD ISLAMABAD (175)

Issued a Banker's Cheque with following details:

IC Detail

Date: 07-May-2015
IC No: 17500070 / 17500070
Payee: CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD.
Amount (in figures) PKR 15,000,000.00
Amount (in words) Pak Rupees Fifteen million Only
Applicant: DHAI DEVELOPMENT AND ENGINEERING SERVICES (PVT) LTD

Payment Detail

BC Amount:	PKR	15,000,000.00
Charges:	PKR	.00
Total Received:	PKR	15,000,000.00
Received from A/C:		1751650501095

9/07/15
N/Sub
Supdt Tech & CE Br.
Bashir Ahmad (R)

0715

DHA PHASE-II, ISLAMABAD

NOT OVER PKR ***17,031,000.00***

Payees A/C Only

AAA 11134007

Date:

07 MAY 2015

CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD*****

SEVENTEEN MILLION THIRTY ONE THOUSAND ONLY

FOR ALLIED BANK LIMITED

PKR ***17,031,000.00

Payable at issuing branch

Please debit Account No.

PKR1757100010715

of branch

0715

Authorized Signatory
IBS No.Authorized Signatory
IBS No.

DO NOT WRITE BELOW THIS LINE

⑈ 1 1 3 1 0 0 7 ⑈ 0 1 0 7 1 5 ⑈ 0 0 0 1 7 5 7 1 0 0 0 1 0 0 0 0 ⑈ 0 1 0 ⑈

0715 DHA PHASE-II, ISLAMABAD

Date:

07 MAY 2015

Instrument Type & No: PD.AAA11134007

Transaction No: FT15127461639621

Beneficiary Name: CHIEF EXECUTIVE OFFICER IESCO ISLAMABAD

Applicant Name: DHAI EDUCATION SYSTEMS

On Account Of:

Debit Account No: 0010030182110010

Instrument Amount: ***17,031,000.00

Transaction Mode: ACCOUNT

Supt. Tech & CE Br
Bashir Ahmad (R)

07/5/15

7294000934104402

Page 1 of 1
02562644

07/05/15

NOT OVER PKR20,000,000.00 ONLY***

Mall Road Branch, Rawalpindi-10129

2562644

PKR 20,000,000.00

CHIEF EXECUTIVE OFFICER IESCO
ISLAMABAD

PKR TWENTY MILLION ONLY

02562644 05904291

0201

02562644

DEFENCE HOUSING AUTHORITY ISLAMABAD 2562644

07/05/15

CHIEF EXECUTIVE OFFICER IESCO
ISLAMABAD

HASIM G

70913

PKR 20,000,000.00

PKR 20,000,000.00

PKR175.00

PKR 20,000,175.00

07/5/15
Supt Tech & CE Br.
Bashir Ahmad (R)

Annexure C

DDES holds sufficient **technical** capabilities to construct, develop, manage and maintain the distribution network. Power Wing of DDES consists of more than 50 staff. The technical staff of DDES comprises of General Managers and engineering and technical staff, Supervisor and Linemen, Maintenance staff, IT, and finance officers headed by Chief Operating Officer (COO). To carry out operational activities of distribution network, DDES is equipped with sufficient numbers of vehicles as required for successful operations of the distribution network. These include jeeps, Toyota Hilux, cars, vans, pickups, Toyota Hiace, tractor trollies and motorcycles. DDES hired experienced and qualified staff (mainly highly ranked qualified retired WAPDA/IESCO personals), which formed a strong electrical engineering team at DDES. Our team includes amongst other qualified and experienced personals, Brig (R) Muhammad Saeed Qadir, Chief Operating Officer (BE Civil) having more than 28 years of experience, Mr. Muhammad Iqbal GM Electrical (BE Electrical) having more than 35 years of experience in a distribution company and Engr. Junaid Akhter, Electrical Engineer (BE Electrical) having more than 5 years of relevant experience. DDES technical team comprises of more than 50 Nos. of highly qualified and experienced staff. These include BE Electrical, BE Civil, MSc Structure, BE (Town Planning), Quantity Surveyors, DAE (Electrical), DAE (Civil) and other relevant degree holders. With a strong technical team, DDES holds the capability to construct, develop, manage and maintain the distribution network. DDES staff are also regularly trained and updated on latest developments, operational procedures and safety issues. DDES is also equipped with all testing and commissioning equipments from LT to HT range including underground fault locators.

DDES has been designing, installing and operating the power distribution system through its own professional and technical staff with active assistance and participation of WAPDA approved Consultants for the power distribution facility. This makes DDES is fully capable and has expertise and experience for the operation and maintenance of Electrical Distribution System.

Pakistan Engineering Council (PEC) has issued C-3 category to carryout electrical engineering works to DDES, which shows its technical capability to construct, develop, manage and maintain the distribution network. PEC has done its extensive due diligence with respect to technical capability of DDES before issuance of PEC registration certificate.

Our technical capability is also evident from the fact that the entire distribution network is currently run by DDES itself, whereas IESCO is only involved in the billing segment. DDES has appointed its professional Staff along with WAPDA approved Consultant for the operations and maintenance of its distribution network. In addition to this DDES has its own qualified and experienced technical staff, which holds extensive experience of successfully running a distribution network. The operations and maintenance activities are supervised through an operations control room, where all activities of feeders are monitored. DDES has its patrolling teams to carry out visual inspection of equipment's for any physical damages or faults and reporting to central operations control room. All safety measures are ensured by providing proper earthing on the equipment's and upon issuance of permit to work. DDES has

its separate customer service section to resolve complaints (if any) in the distribution network.

DHAI service area is served with Ten 11 kV underground feeders from the grid station, however six additional panels are available for further extension. All these feeders are interconnected through Ring Main Units (RMU's) - 4 ways and 3 ways. LT distribution is also underground and fed from pad-mounted transformer. These transformers can also be fed from alternate feeder sources as and when required in case of maintenance or fault conditions. An underground ring main cable distribution system has been installed for DHAI residents. DHAI is fed from 132 kV grid station, which is currently owned by DDES. This grid station will be operated and maintained as per the MOU signed with IESCO. All up-dations in the distribution network were done by DDES after the approval of competent Authority.

Total load of DHAI Phase-II is 44.8 MW, of which domestic and commercial consumes 32.7 MW, tube wells, water pumping system and streetlights consume 2.5 MW and bulk consumers load is 9.6 MW. A memorandum of understanding has also been entered into with Islamabad Electricity Supply Company (IESCO) on 28th April 2015 for distribution of electricity to DHAI Phase - II. Signing of MOU with IESCO for electricity distribution is another evidence of and technical capability to construct, develop, manage and maintain the distribution network.

DDES has total number of 3,922 electricity consumers including 3,674 household consumers. DDES has its own 132 kV Grid Station and electricity distribution system, for the purpose of distribution of electricity to the residents of DHAI Phase-II. The Grid Station distributes electricity through Nine Feeders with voltage level of 11 KV at each feeder. DDES has also appointed AASK Corporation to carry out Operations and Maintenance Distribution Network of DHAI Phase-II. Main feeders 11 KV are underground and LT distribution is 400 V underground.

DDES has developed the map of the entire distribution network. Map shows the location of the grid station, 11 kV feeders emanating from it, routes of all feeders, location of distribution transformers, LT cables and distribution boxes are clearly highlighted in the map.

Our **financial** capability construct, develop, manage and maintain the distribution network is evident from track record of successfully launching it housing schemes in major cities of Pakistan including Karachi, Lahore and Islamabad, in which it provides world-class living standards to its residents.

Defence Housing Authority (DHA) is the parent company of DHAI Development and Engineering Services (Private) Limited (DDES) with a shareholding of 99.99%. Since its inception in 2005, DHAI Islamabad is contouring the concept of developing and creating residencies and communities for the diverse population. DHAI has become a brand for providing best living standards in major cities of the country. DHAI holds a strong balance sheet, with a footing of more than PKR 36 Billion.

DDES is a Special Purpose Company (SPC) incorporated with Securities and Exchange Commission of Pakistan in March 2015 to carryout the electricity distribution of DHAI. DDES holds sufficient financial capabilities to construct, develop, manage and maintain the distribution network. The share capital of DDES is PKR 100 Million. In addition to this DHAI has also transferred 132 kV grid station and distribution

network to DDES through its Board Resolution dated 09th December 2015. Furthermore in order to improve the existing distribution system to meet future load demand, an additional amount of PKR 200 Million has been allocated for the year 2015-16.

DDES holds strong **organizational** capabilities to construct, develop, manage and maintain the distribution network. DHAI is a corporate body established through a Presidential Ordinance. In a short span of time DHAI Islamabad has emerged as an icon of credibility and a market leader and is growing and expanding at a phenomenal pace along with its prime role of welfare of Armed Forces. DHAI Karachi and Lahore are also functioning for over 40 years utmost distinction, trust and patronage of its members and residents. DHAI provided the most modern and valuable living concepts in housing, commercial and business ventures. The growth and remarkable progress of DHAI shows its organizational capability to successfully construct, develop, manage and maintain its electricity distribution network.

Our organizational capability is evident from the fact that we are successfully managing over 100,000 residents by providing them world-class living facilities along with excellent maintenance services, landscaping, plantation, roads, water, waste disposal, sanitation and security. Providing electricity through its own distribution network is another step towards providing quality services for our residents.

DDES has its own strong organizational structure in which electrical, civil, finance, administration and IT department's work under the supervision of Director Technical. Electrical department is lead by GM Electrical followed by two XEN's, SDO's, line superintendents and line men. GM Civil heads the civil department and supervise a team of project directors, managers, assistants, and quantity surveyors, heads civil department. Similarly Finance, administration and IT departments have their own strong teams for managing the operations of the distribution network. This strong organizational structure shows the organizational capability of DDES to successfully construct, develop, manage and maintain the distribution network.

Furthermore following additional information/documents are attached as evidence of showing our technical, financial and organizational capabilities to construct, develop, manage and maintain the distribution network.

- | | |
|---------------------------------|--------------|
| 1) Resumes of Technical Staff | Appendix I |
| 2) PEC Registration Certificate | Appendix II |
| 3) Financial Statements of DHAI | Appendix III |
| 4) Financial Statements of DDES | Appendix IV |
| 5) Accounts maintenance letter | Appendix V |
| 6) Accounts statement | Appendix VI |
| 7) Organogram of DDES | Appendix VII |

Annexure D

DDES possess the exclusive right to provide electricity distribution service for sale electricity to residents of DHA Phase - II. This evident from the fact that DHA hold 99.99% shares of DDES. DHA is already providing world-class living facilities along with excellent maintenance services, landscaping, plantation, roads, water, waste disposal, sanitation and security to the residents of DHA Phase - II. Furthermore an MOU has been signed with IESCO on 28th April 2015 for supply of electricity to DHA Phase - II.

DHA shall provide electricity distribution services to the resident of DHA on a non-discriminatory basis. DDES will make sure non-discriminatory supply of power supply and electricity distribution services to the residents of DHA. Qualified and experienced staff will be available at customer service center round the clock for maintenance and repair. The maintenance of the Distribution System will be carried out as and when required. Fault location and troubleshooting will be the responsibility of DDES along with handling of emergency situations. DDES shall carry out regular patrolling of the distribution system to ensure reliable fault proof operations of the distribution network as they have been doing since day 1 from the platform of DHA.

DDES shall publically make available tariff specifying Authority's approved rates, charges and other terms and conditions for distribution services and power sales to the residents of DHA Phase - II. DDES has its customer service center through which it shall publically make available the Authority's approved tariff and other terms and conditions for distribution services and power sales to the residents of DHA Phase - II.

DDES has prepared a comprehensive Consumer Service Manual for efficient and effective operations of the distribution network. The Consumer Service Manual as already been provided in the Application for Distribution Licence File lays down the instructions in pursuance of section 21 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 read with Rule 9 of the NEPRA Licensing (Distribution) Rules 1999. DDES shall ensure compliance with Consumer Service Manual to administrate the distribution network to ensure safe, effective and reliable supply of electric power to the residents of DHA. Consumer Service Manual lays down comprehensive procedures for electricity distribution including manner and procedures for metering, billing and collection of licensee's approved charges and disconnection in case of non-payment of charges, electric power theft and use of energy for purposes other than for which it was supplied and procedures for re-connection and recovery of arrears and other charges.

The Consumer Service Manual includes matters relating (a) form and manner of application by the consumer to the licensee for obtaining service, along with details of any documents to be submitted in support of the application; (b) time-frame for providing connection and service to the consumers; (c) safety and security; (d) efficient use of electric power, including with reference to characteristics of supply or usage such as time of day, week or season; (e) procedure and the time-frame for handling and redressal of different descriptions of complaints by consumers; (f) the procedure and manner for billing, the time for payment of bills and procedure for collection of bills; (g) procedure for notice to consumers before disconnection for non-payment of bills; (h) procedure and manner for installation of meters and other

facilities for connection; (i) fees and charges for connection, installation of meters, other facilities for connection and resumption of connection after disconnection; (j) collection of arrears upon or following reconnection; and procedure for disconnection and the charges and penalties for theft of electric power or for use of electric power for purposes other than those specified in the application for connection and service.

DDES has its transmission facilities available for operations and any up gradation in the distribution network shall be done only after the approval of Competent Authority and other relevant regulatory Authorities. Quality instruments and equipment will be used for the electrification of the service area according to the recognized international standards with the approval of the relevant regulatory Authorities. Any up gradations in the distribution network shall be done after obtaining the required approval. The power distribution facility design and drawings are prepared by WAPDA approved Consultant, which has been appointed by DDES to carryout operations and maintenance of the distribution network. The construction, installation, operations and maintenance of the distribution network has been planned, designed a according to internationally recognized standards.

DDES shall follow the performance standards laid down by the Authority for distribution and transmission of electric power, including safety, health and environmental protection instructions issued by Authority or any Governmental agency. The power distribution system has been designed keeping in view all necessary requirements for the environment protection. The distribution system will not disturb the surrounding population and will also not create any kind of environment issue. DDES operational staff shall be provided periodic information and training for the smooth and safe operation of the power distribution facility. The distribution network shall be provided maintenance and repair continuously round the clock to ensure safe operations.

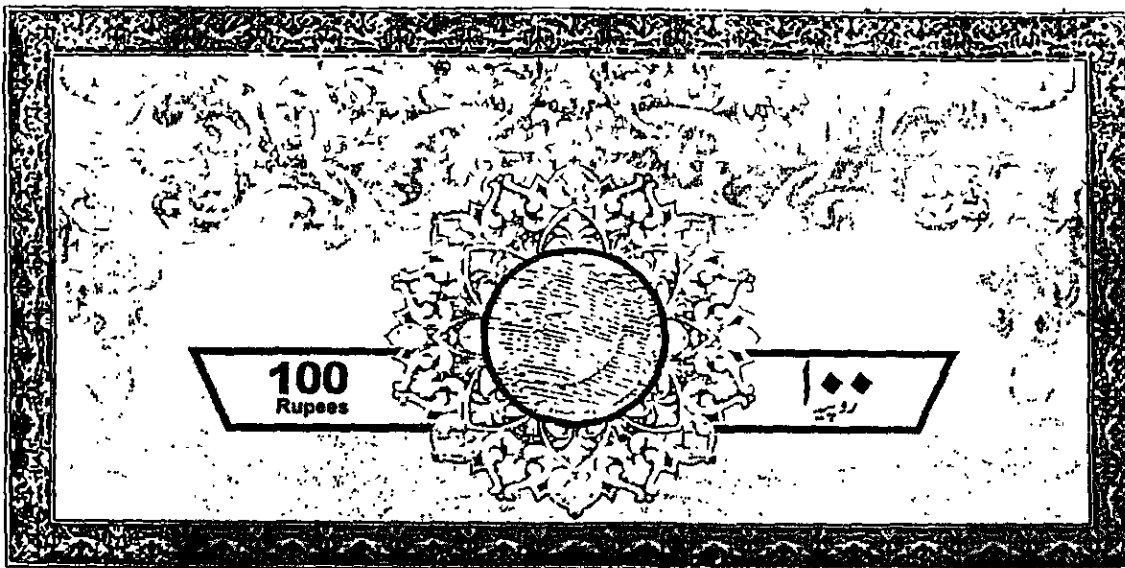
DDES has a separate finance department in order to ensure preparation and maintenance of accounts in accordance with manner and procedures laid down by Authority. The finance department comprise of qualified and experienced staff, which shall periodically prepare all the regulatory accounts in accordance with the Authorities requirement. The finance department holds a good understanding of all the regulatory requirements with respect to preparation of accounts.

DDES through its finance department shall develop, maintain and publicly make available, with the prior approval of the Authority, an investment program for satisfying its service obligations and acquiring and selling its assets.

DDES with its strong technical, financial and organizational capabilities is capable for establishing complete setup for commercial billing, new connections, operations and maintenance of 132 kV Grid Station and 11kV Distribution Network and to perform its obligations as prescribed under Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997, NEPRA Licensing (Distribution) Rules 1999 and NEPRA (Supply of Electric Power) Regulations, 2015.

Furthermore following additional information/documents are attached as evidence of showing our ability to fulfill the requirements of section 21 of the Act, NEPRA Licensing (Distribution) Rules, 1999 and other provision of the applicable law.

- | | |
|---|---------------|
| 1) MOU with IESCO for supply of power to DHA Phase - II | Appendix VIII |
| 2) Evidence of availability of Grind station and Distribution Network
(Board Resolution) | Appendix IX |



3RD SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING (MOU) FOR DHA PHASE-II ISLAMABAD

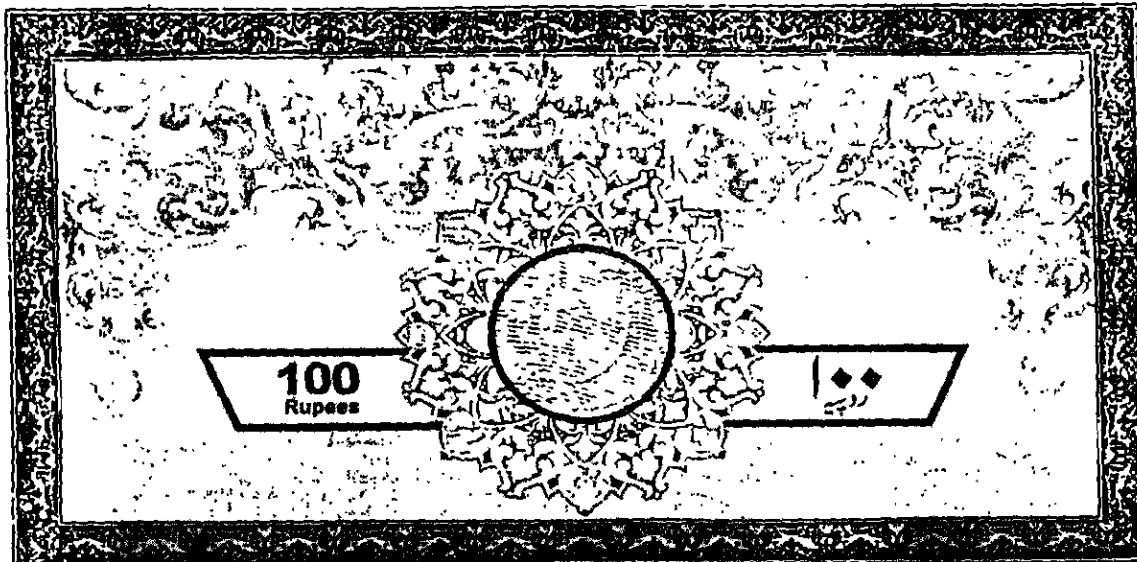
The memorandum of understanding (MOU) is entered into at Islamabad on 28.04.2015 by and between Islamabad Electricity Supply Company limited and Defence Housing Authority Islamabad (Here in after called sponsor). This MOU will cater for supply of power to DHA Phase-II Islamabad.

Consequent upon the request of the Sponsors, IESCO hereby agrees to shift the operation of 132 KV DHA (Phase-II) Grid station placing it under the control of Sponsors subject to the following conditions (to be fulfilled prior to implementation of the shifting process).

The terms & conditions of MOU are as follows:

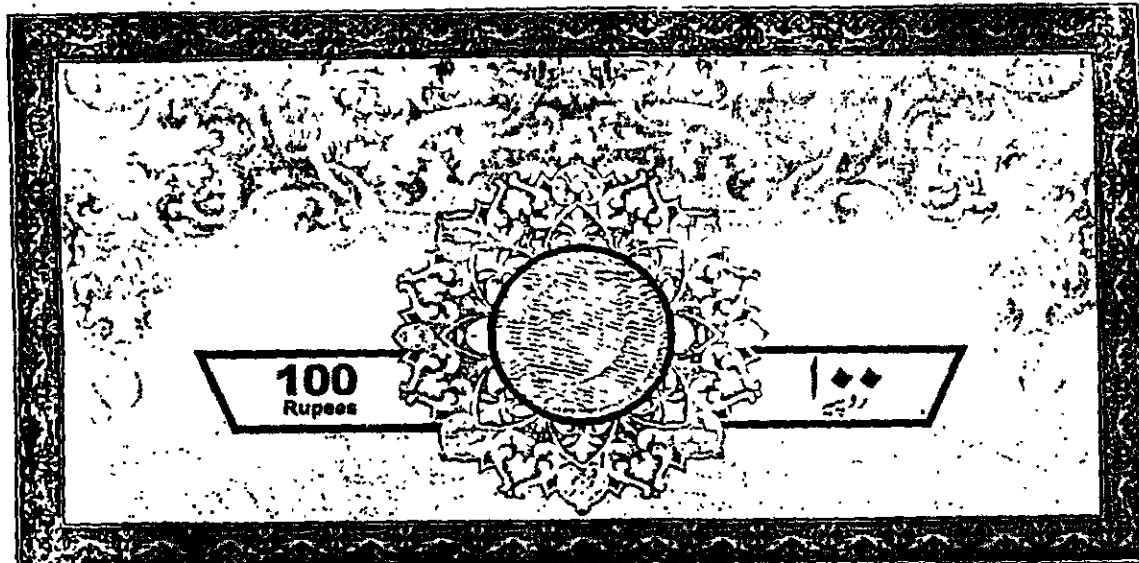
1. Approved system load is 51 MW while the Ultimate load of DHA Phase-II will be 85 MW (100 MVA) as per detail provided by sponsor's consultant.
2. An 132/11 KV Grid having 2x20/26 MVA Power transformers have already been installed / constructed on the sharing cost 75 % by DHA and 25% by IESCO. Now the DHA Phase-II tariff will be C-3 through metering on 132 KV side at Grid Station. The 25 % cost share borne by IESCO amounting to Rs.102.031 Million (6.58 + 95.444 Million) shall be paid by the sponsor besides cost of metering arrangements after signing of this MOU.
 - a. The Sponsors will pay 100% cost of the Grid station and its associated transmission line less the cost already paid by the Sponsors on this account, in accordance with the Demand notice to be issued by IESCO.
 - b. Since Grid station has In/Out (Ringmain) arrangement, Import/Export energy meters on 132 KV sides shall have to be installed to record the consumption of energy flowing from either side, at the expense of Sponsors including installation of 132 KV CTs/PTs and other allied equipment.
 - c. To accomplish the proposal as at Para-(b) above, the Sponsors shall provide separate metering room at their expense in accordance with the latest specifications of PEPCO/IESCO.
 - d. Operation and maintenance of the Grid station shall be the responsibility of the Sponsors strictly in accordance with the standing Instructions of PEPCO/IESCO and the Sponsors shall have to comply with all the instructions of PEPCO/ NPCC/ RCC/IESCO issued from time to time.
 - e. In order to coordinate with NPCC/RCC/IESCO for proper implementation of the instructions, four substation Operators (One SSO-I & Three SSO-II) will be posted at the Grid station by IESCO (One for each shift) for which the Sponsors shall bear all the expenses on account of their salaries and other emoluments (Payable annually in advance) for which demand will be raised by the concerned XEN SS&TL IESCO. For Oper. and maintenance of the Grid station, the Sponsors shall provide their own staff.
3. The sponsor shall add 1x40 MVA & 1x20/26 MVA Power Transformers according to WAPDA design and specifications to be approved by Chief Engineer design (NTDC) WAPDA House Lahore to cater ultimate load demand on reaching 70 % loading of existing power T/Is on 100% cost deposit basis or sponsor himself at his own cost
4. The sponsor shall pay all the design, vetting and inspection charges regarding proposed addition of power transformers as and when demanded by IESCO.
5. The Sponsor shall fulfill all the WAPDA, IESCO and NEPRA pre-requisites necessary / described for bulk supply connections under Tariff C-3. The Sponsor will provide NOC and distribution license from NEPRA and pay security for 51 MW already approved system load after deduction of already paid security by DHA for amounting to Rs.132,920,000/- (139,74000 - (1820000+50,00000). After submission of application on proper A&A forms alongwith supporting documents.
6. All the existing connections will be handed over to DHA Phase-II and proper ERO will be fed in IESCO and securities against these connections will be sent to DHA billing management

[Handwritten signatures and initials]



7. The system inside the housing Scheme will be laid down by the Sponsor at his own cost as per criteria given below:-
 - i. The Sponsor will be fully responsible for the procurement & installation of quality material according to PEPCO's approved specifications from the manufacturers approved by PEPCO. The colour code of such material shall be different from that of DISCO.s (e.g. transformer to be of blue colour). In case PEPCO's/IESCO's material is found installed, IESCO reserve the right to lodge FIR.
 - ii. The Sponsor will not purchase / use any material bearing DISCO.s / IESCO monogram or DISCO's / IESCO's colour scheme or identification.
 - iii. The procurement of material will be done by the sponsor from PEPCO's approved manufacturers. Alternatively, contractors appointed by the Sponsors may also purchase the material after setting the purchase order vetted by the sponsors before it is submitted to the IESCO for further vetting. However responsibility for purchase made by the contractor will rest with the sponsors.
 - iv. The name of the housing scheme, purchase orders No. with year of manufacturing and serial No. of the transformer shall be clearly punched / embossed / engraved on the body of the transformer and name plate with other relevant information.
 - v. The manufacturer will engrave the name of housing scheme, purchase order No. with date, year of manufacturing on each Reel of Conductor / Cable. The Reel shall have a different colour than the colour of the Reel supplied to DISCO.s/IESCO. Furthermore the subject information also to be provided on the cable on every 10^m meter.
 - vi. After procuring the material sponsor will give information to IESCO that the material procured bears all the identification marks as described above.
 - vii. Committee comprising SE (E) IESCO concerned & Manager (MM) IESCO in association with representative of sponsor / consultant shall examine the documents to ensure that legitimate material has been utilized before taking over / energization of the scheme.
8. The extension of Grid station for Phase-II shall be carried out by Sponsor in accordance with WAPDA/IESCO Standard design specifications, International Standards and practices after design vetting from the relevant office.
9. Grid station will be extended /augmented according to the design drawings issued by Chief Engineer Design (NTDC) PEPCO Lahore. All the material/equipment to be purchased shall be in accordance with PEPCO specification and shall be inspected by representative of IESCO at manufacture's premises at the expenses of the sponsor as per PEPCO rules before installation at site.
10. The draft for contract documents for purchase of material equipment for Grid Station shall be got vetted from Design (NTDC) PEPCO Lahore. The copies of purchase orders of material / equipment and work orders shall be endorsed to Design (NTDC) PEPCO Lahore and Chief Executive Officer IESCO for mentioning there in the inspection clause clearly stating that all material equipment shall be accepted subject to clearance by PEPCO / IESCO.
11. The Grid Station will be extended / augmented with space and provision of additional 02 No. 132/11KV Power Transformers, Carrier Telecommunication System, associated control room, offices and residential colony as per PEPCO standards/specification. DHAI management will install material and equipment for this Grid Station to cater for the ultimate demand of 85 MW.
12. The Grid Station will be augmented under the supervision of Design (NTDC) PEPCO/Chief Executive Officer IESCO or his representative will carry out regular stage inspection during the course of construction.
13. Maintenance and operation of the Grid station as well as distribution system shall be done by DHAI management after getting Distribution license by the Sponsor from NEPRA.

[Handwritten signatures and initials]



14. The sponsor shall apply for initial load of 51 MW on proper A&A form alongwith relevant documents for DHAI Phase-II and subsequently for extension/ultimate load as and when required.
15. The sponsor shall pay the security amount for the demanded load at the prevailing rate as and when demanded by IESCO after deduction of already paid security.
16. Watch and ward would be the responsibility of the sponsor of the scheme. The sponsor/ housing scheme will remain IESCO's consumer and will abide by the rules and regulations of PEPCO/IESCO.
17. Any dispute arising out of the implementation / interpretation of terms of agreement will be referred to Arbitration consisting of two Arbitrators, each appointed by both parties. In case of inability to come to a constructive conclusion between the Arbitrators the matter will be referred to Chief Executive Officer IESCO and his decision would be final.
18. If the sponsor is found and acting in contravention of Agreement or any of his acts adjudged or liable to be adjudged prejudicial to any of the clauses contained herein or any other instructions issued from time to time, IESCO reserve the right to revoke this agreement and is also authorized to impose penalty as deemed fit.

Lt Col (Retd) Sohail Qadir
Dir TP&BC
DHAI Islamabad

Muhammad Naeem Jan
Additional Manager (P&E)
IESCO Islamabad

Lt Col (Retd) Nasir Kamal Mirza
Dir Tech
DHAI Islamabad

Gazi Arif Latif
Addl: Manager L&L
(Legal and Corporate Affairs)
IESCO, Islamabad

Abid Iqbal
Chief Engineer (P&E)
IESCO Islamabad



Defence Housing Authority Islamabad

Defence Mall, Defence Avenue, Phase-I,
Islamabad – 44000

UAN: (051): 111 - 555 - 400

EXECUTIVE BOARD MEETING 2/2015
DEFENCE HOUSING AUTHORITY ISLAMABAD
MINUTES OF SECOND MEETING OF THE EXECUTIVE BOARD
HELD ON 9 DEC 2015

PRESENT

- | | |
|--|------------------|
| ❖ Lt Gen Zamir Ul Hassan Shah, HI(M), AG | - President |
| ❖ Major Gen Humayun Aziz, HI(M), DG W&R | - Vice President |
| ❖ Brig Qaisar Shahzad, T Bt, Administrator | - Member |
| ❖ Col Eijaz Hussain, SI(M), Retired | - Secretary |

1. The meeting commenced at 1030 hrs with recitation from the Holy Quran. President Executive Board welcomed the participants. After detailed deliberations on various agenda items, Executive Board discussed and gave following decisions:-

<u>Serial</u>	<u>Agenda Point / Decision</u>
<u>Item 1</u>	<p><u>Transfer of Ownership of Grid Station and Electricity Distribution System in DHA Phase II to DHA Development and Engineering Services (Private) Limited.</u> It is desired to transfer the ownership of Grid Station and Electricity Distribution System DHA Phase II to DHA Development and Engineering Services (Private) Limited for better management of the Grid Station. Necessary approval of the Executive Board is solicited for the same.</p> <p><u>Decision.</u> Approval is accorded for transfer of ownership of Grid Station and Electricity Distribution System DHA Phase II to DHA Development and Engineering Services (Private) Limited for further processing the case.</p>


Colonel (Retd)
Secretary
(Eijaz Hussain)