



Ref. No: NACL/NEPRA/15(15)-08/01

SCHEDULE 1
(REGULATION 3(1))
FORM OF APPLICATION

The Registrar,
National Electric Power Regulatory Authority

Subject: APPLICATION FOR A GENERATION LICENSE.

I, Syed Ibrahim Ahmad, Executive Director of M/S Nasir Absar Consulting, being duly authorize representative of M/S Packages Limited by virtue of Board Resolution dated 28 April 2018, hereby apply to the National Electric Power Regulatory Authority for the grant of a Generation License to the Packages Limited pursuant to section 15 of the Regulation of Generation, Transmission and Distribution of Electric Power Act 1997.

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

A Pay Order No. 3610642 dated 28-02-2018 amounting PKR-229,392/- (Rupee Two Hundred Twenty-Nine Thousand Three Hundred and Ninety-Two Only), being the non-refundable license application fee calculated in accordance with Schedule II to the National Electric Power Regulation Authority Licensing (Application and Modification Procedure) Regulations, 1999, is also attached herewith.

Date: June 14, 2018


Syed Ibrahim Ahmad,
Executive Director

June 14, 2018

Name of Company: Packages Limited

Plant Capacity: 10.4 MW

Project Location: Factory & Plant: Packages Limited, Shahrah-e-Roomi, P.O. Amer Sidhu, Lahore-54760.

Contact Details: Abdul Samad Goraya, Packages Limited, Shahrah-E-Roomi P.O, Amer Sidhu, Lahore – 54760. Phone No. 042-35811191-94, Fax: 042-35811195

BRIEF OF THE APPLICATION

Packages Limited, established since 1956, is a manufacturing unit that is involved in the production and sale of packaging materials and tissue products. Packages Limited had setup the Energy Generation Plant with the installed Capacity of 10.4 MW operating since 1994.

Packages Limited has setup its subsidiary company with the name of Packages Mall adjacent to Packages Factory on the land of Packages Ltd. The Packages Ltd. now intends to sell the excess available electricity, through its power plant, to the Packages Mall. For the purpose of operation and selling the electricity to its subsidiary company i.e. Packages Mall, Packages Limited intends to seek Generation License.

Product:

- A. Tissue and Hygiene
- B. Packaging

Project

To meet the electricity demand, Packages Limited established its own Captive Power Project with the installed capacity of 10.4 MW using HFO as primary fuel and HSD as secondary fuel. The project has been in operation since 1994.

Consumer

Packages Limited is the major consumer of the electricity produced through this Captive Power Plant, however, the excess electricity available can be sold out to its subsidiary company Packages Mall, whenever possible, at the rate mutually settled between the sister concerned companies.

Premises

The Power Plant, as well as, Packages Mall is within the premises of Packages factory area. The land of Packages Limited and Packages Mall is owned by Packages. No public property is passed/disturber.

Supply

The electricity is being supplied through 11kV line which shall be built and are been maintained by the company itself.

PROSPECTUS PURSUANT TO REGULATION 3(5)(I)

1. BRIEF INTRODUCTION OF THE APPLICANT

Packages Limited, established since 1956, is a manufacturing unit that is involved in the production and sale of packaging materials and tissue products. Packages Limited had setup the Energy Generation Plant with the installed Capacity of 10.4 MW operating since 1994.

Packages Limited has setup its subsidiary company with the name of Packages Mall adjacent to Packages Factory on the land of Packages of Ltd. The Packages Ltd. now intends to sell the excess available electricity, through its power plant, to the Packages Mall. For the purpose of operation and selling the electricity to its subsidiary company i.e. Packages Mall, Packages Limited intends to seek Generation License.

PRODUCTS

A. TISSUE AND HYGIENE

Bringing Great Ideas to Life

We have built Rose Petal as Pakistan's largest, number 1 tissue and hygiene brand with 70% market share.

We see opportunities everywhere. That is why when it comes to consumer products, we are constantly innovating to suit our consumer's needs.

Our quality products and reliable service is focused to give our consumers hygienic and comfortable solutions.

We lead the tissue category with our premium tissue products, keeping our brand promise of uncompromised quality.

Offerings:

- Tissue Box
- Toilet Rolls
- Paper Towels
- Pocket Pack
- Table Napkins
- Party Packs
- Hand Towels
- Dispensing Solutions
- Paper Cups and Paper Plates
- Tulip
- Wet Wipes
- Jumbo Rolls

Our premium range of tissue boxes are designed to give you convenience, with many different varieties.

B. Packaging

Folding Cartons

We provide various industries with our wide range of folding carton board packaging solutions. With state of the art machinery and top-notch quality, our dedicated and qualified workforce works around the clock to give you innovative packaging solutions that enhance your business.

Flexibles

Every day, millions of people use products made in our Flexible packaging. With high quality detail graphics, we accommodate an increasing demand for sophisticated packaging with this one stop packaging solution that is cost effective for all our customers.

Technical Expertise

Our premium packaging solutions have their foundation in state of the art technology. We have our own in-house press facilities and our technical expertise comprises rotogravure printing, flexographic printing, lamination, extrusion, bag and sleeve making, computer-to-plate, laser cutting, creasing, die making, among others.

Offerings:

- Food and Beverages
- Confectionery
- Pharmaceuticals
- Chemicals
- Personal Care
- Tobacco
- Tyres

Detail profile of Applicant is appended as Annexure-D.

2. SALIENT FEATURES OF THE FACILITY OR THE SYSTEM IN RESPECT OF WHICH THE LICENSE IS SOUGHT

- **Regulation No. 3(5)-A(i) - Certificate of Incorporation:**

Appended as Annexure-A

- **Regulation No. 3(5)-A(ii) – Memorandum and Articles of Association:**

Appended as Annexure-B.

- **Regulation No. 3(5)-A(iii) – Latest financial statement:**

Financial statements for the year 2016, Bank Certificate and Income Tax Return for the Tax Year 2017 are appended as Annexure-C.

- **Regulation No. 3(5)-A(iv) and Schedule III-Regulation 3(6)A-(b)-1– Location (location map, site map):**

The project is located at Packages Limited, Shahrah-e-Roomi, P.O. Amer Sidhu, Lahore-54760, Punjab, Pakistan

The Coordinates of the Packages Factory area: 31.467229, 74.351219

The Coordinates of the Packages Mall area: 31.471216, 74.355939

The google map of the location has been attached as an Annexure-F.

- **Regulation No. 3(5)-A(v) and Schedule III-Regulation 3(6)A-(b)-2 – Type of Technology:**
 - Type of Technology: Heavy Fuel Fired Diesel Engines with Heat Recovery
 - Production capacity of the power plant electricity output from Generator: 2 * 5.2 MW.
 - Engines: 2 * 5.2 MW.
 - The power plant is currently using HFO fuel.
- **Regulation No. 3(5)-A(vi) – Number of Units (No.)/Size (MW):**

Two Units with the capacity of 5.2 MW each is under operation.
- **Regulation No. 3(5)-A(vii) – Year Make/Model, Operation Date and expected remaining life:**

Make: Wartsila
Model: VASSA 16V32
Type: V-Type
Year of Manufacture: 1994
- **Regulation No. 3(5)-A(viii) and Schedule III-Regulation 3(6) A-(b)-7 – Installed Capacity, de-rated capacity, Auxiliary Consumption, Net Capacity:**
 - Installed Capacity: 10.4 MW
 - Auxiliary Consumption: 175 kW
 - Net Capacity: 9.85 MW
- **Regulation No. 3(5)-A(ix) and Schedule III-Regulation 3(6) A-(b)-3 – Fuel: type, imported/Indigenous, supplier, etc.**
 - Packages is operating a plant using HFO (Furnace Oil) and HSD (High Speed Diesel) as supporting Fuel.
 - Imported / Indigenous: Indigenous
 - Fuel is supplied by PARCO through local transport.
 - Fuel Consumption: At 80% load per day Fuel Consumption = 38 Tons, Per Month = 1140 Tons
- **Regulation No. 3(5)-A(x) – Supply Voltage (11kV/132 kV), in case of 132 kV voltage distance and name of nearest grid (Single Line Diagram):**

Medium voltage (11kV) electricity from generator outgoing feeder panel; Single Line Diagram has been provided as Annexure-G.

- **Regulation No. 3(5)-A(xi) and Schedule III-Regulation 3(6)A(b)-13– Plant Characteristics: Generation voltage, frequency, power factor, automatic generation control, ramping rate, alternative fuel, time(s) required to synchronize to grid:**
 - Generation voltage: 11 kV
 - Frequency: 50 Hz
 - Power Factor: 0.9
 - Automatic Generation Control: Yes
 - Ramping Rate: 3 hours on cold /15 min on Warm/ 5 minutes on hot.
 - Alternative Fuel: HSD
 - Time(s) required to synchronize to grid: Not applicable
- **Regulation No. 3(5)-A(xii) Provision of Metering, Instrumentation, Protection and Control arrangement:**

Control, Metering, Instrumentation and protection is in accordance with ISA

3. PROJECT COST

The cost incurred for the plant was PKR 210 Million in 1994-1995.

4. SOCIAL AND ENVIRONMENTAL IMPACT OF THE PLANT

The environmental report has been submitted to EPA Punjab. The detail environmental report along with the submission letter is appended as Annexure-J. Environmental monitoring results measured has been appended as Annexure-K.

5. EFFICIENCY PARAMETERS UNDER REGULATION 3(6) SCHEDULE-III PART A(a)

	DESIGNED EFFICIENCY	GROSS EFFICIENCY	NET EFFICIENCY
ENGINE	40%	45%	39%

• **SCHEDULE-III Regulation 3(6)-A(b) EXISTING GENERATION FACILITIES (THERMAL)**

1. Emission Values:

Parameters	PEQS	Nov17
SO ₂ mg/NM ³	1700	218
NO _x mg/Nm ³	600	284
CO mg/Nm ³	800	82
PM mg/Nm ³	300	95.54

Details monitoring reports are attached as Annexure-K.

2. **Cooling Water Source:**

Ground Water

3. Interconnection:

The power generation unit will not be connected to the National Grid. However, Single Line Diagram is appended as Annexure-G.

4. Project Cost:

The total project cost incurred in 1994-1995 was PKR 210 Million.

5. Environmental Study Report:

Environmental study report has been attached as Annexure – J along with the submission letter to EPA Punjab.

6. Training and Development:

Training Manuals and Health & Safety Manual are appended as Annexure-L and M respectively.



PACKAGES LIMITED

Email: info@packages.com.pk
Website: www.packages.com.pk

**TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING
OF THE EXECUTIVE COMMITTEE OF THE DIRECTORS OF
PACKAGES LIMITED DATED 28 APRIL 2018**

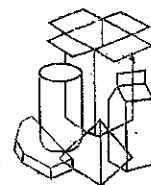
**Application for Electricity
Generation License from
National Electric Power
Regulatory Authority
(NEPRA)**

RESOLVED that Packages Limited will utilize the electricity generated from installed Power Plant (having capacity of 10.4 MW) for its own consumption.

RESOLVED further that Syed Ibrahim Ahmad, on behalf of Nasir Absar Consulting (Private) Limited, be and is hereby authorized to prepare and file the necessary documentation, appear before NEPRA as needed, provide any information required by NEPRA in respect of the Project, and do all acts and things necessary for the processing, completion and finalization of the aforementioned application for Generation License.

Certified true copy


Company Secretary



PACKAGES FOR EVERY PURPOSE

Head Office, Sales Office & Works :

SHAHRAH-E-ROOMI, P.O. AMER-SIDHU, LAHORE - 54760, PAKISTAN PH : 35811541-46, 35811191-94 CABLE : PACKAGES-LAHORE FAX : (042) 35811195

Registered Office & Regional Sales Office :

4TH FLOOR, THE FORUM, SUITE # 416-422, G-20, BLOCK 9, KHAYABAN-E-JAMI, CLIFTON, KARACHI-75600, PAKISTAN. PH : 35874047-49, 35378650-51, 35831618, 35833011 FAX: (021) 35860251

Regional Sales Office :

G. D. ARCADE, 2ND FLOOR, 73E FAZAL-UL-HAQ ROAD, BLUE AREA, ISLAMABAD-44000, PAKISTAN PH : 2348307-09, 2348306 FAX : (051) 2348310



Certificate of Incorporation.

KAR. No. 1396 OF 1955-1956.

I hereby certify that THE
P A C K A G E S
L I M I T E D

was incorporated under the Companies Act, 1947 of
1947, and that the Company is Limited.

Given under my hand at KARACHI
the FOURTH day of FEBRUARY
One thousand nine hundred and FIFTY-SIX.



(M. S. JALIL)
Registrar of Joint Stock Companies.

Certified to be True Copy
[Signature]
Additional Registrar of Companies

J.B.C. 34
Hiro Press, Karachi-1950-1,000.

21-03-2215

Memorandum of Association *

OF

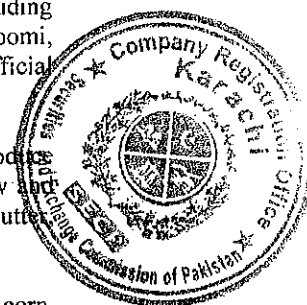
PACKAGES LIMITED

The Companies Act, 2017

(Company Limited by Shares)

- I. The name of the Company is "PACKAGES LIMITED".
- II. The registered office of the Company will be situated in the province of Sind.
- III. The objects for which the Company is established are:-
 1. The principal line of business of the Company shall be to carry on all or any of the business of manufacturing and printing of cartons, packages, specialized containers for various commodities, utensils and other articles; printers, lithographers, type founders, stereotypers, electrotypes, photographic printers, photo-lithographers, chromo-lithographers, engravers, die-sinkers, book-binders, designers, draughtsman, paper and ink manufacturers and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connecting therewith; manufacturers, importers, exporters and dealers in raw materials, articles and things required for purposes of manufacture and printing of cartons, packages, specialized containers for various commodities, utensils and other articles in which the Company is interested or any other marketable commodities, and to establish and maintain showrooms for this purpose; and of distributors, suppliers and sellers of the said articles and contractors for supplying them.
 2. To carry on all or any of the businesses of manufacturers of and dealers in paper and board of all kinds, and Tetra Paper for making Tetra Pak of any type, description and dimension, straw board, plain and corrugated, duplex board, chip board, card board, box board, veneer board, mill board, wall and ceiling paper, greaseproof paper and articles made of paper, pulp, paper board specialties and board in all their branches.
 - 2.A To carry on the business of selling surplus electricity of the Company's captive power project to the establishments of the subsidiaries or affiliates of the Company, including Packages Mall, located within the precincts of the Company's land at Shahrah-e-Roomi, P.O. Amer Sidhu, Lahore, or adjacent thereto, subject to the grant of all requisite official licenses and approvals and establishment of requisite infrastructure.
 3. To carry on business as producers and processors of and dealers in poultry, dairy products of all kinds and other liquids of every description and to carry on business as cow, buffalo keepers and as manufacturers of all kinds of condensed milk, cream, butter, cheese and other milk products.
 4. To carry on the business of planters, growers, cultivators, farmers and dealers in corn, hay and straw and other produce of the soil likely to be used in the manufacturing of paper and to improve, protect against fire, and wind, and other elements of nature and to treat, prepare, render marketable, buy, sell or dispose of otherwise such corn, hay and straw and other produce.
 5. To carry on the business of stationers, booksellers, printers, publishers, fancy goods dealers, bill posters and advertising contractors.

* As amended vide Special Resolution dated 26 February 2018



6. To carry on the business of manufacturers of and dealers in chemicals of all kinds, paints, varnishes, printing inks, and all other things which can be conveniently manufactured or dealt in either wholesale or retail, and either as principals or as agents.
7. To import and export, buy, sell, and trade in manufacturers and mail supplies, engines, fire engines, trucks, vehicles, machinery, tools, machine shops and electric supplies and appliances, foundry and factory supplies and hardware of all kinds, and chemical substances useful for the Company.
8. To purchase and provide machinery and equipment for the purposes hereinbefore as well as hereinafter set out and to manufacture or assemble such machinery.
9. To manufacture, purchase, import, export, store, warehouse, process, sell and generally to deal in all materials, articles, substances and things required for or incidental to the manufacture, preparation, adaptation, treatment, use or working of the foregoing or the packing, storing, carrying or the disposition thereof or any of them or connected therewith.
10. To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
11. To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purpose of this Company.
12. To establish laboratories, research and development centers to perform such research and development as the Company may deem advisable or feasible.
13. To train personnel and workers, both in Pakistan and abroad, to obtain technical proficiency in various specialties connected with the paper, board and packaging industries or other business of the Company.
14. To apply for, purchase or otherwise acquire any patents, brevets d' 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.
15. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure or reciprocal concession, with any person or company carrying on, or engaged in, any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of, or otherwise assist, any such person or company and to take or otherwise acquire shares and securities of any such company, and to sell, hold, reissue, with or without guarantee, or otherwise deal with the same.
16. To take, or otherwise acquire, and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted as directly or indirectly to benefit this Company.
17. To enter into any arrangement with any government, state or authority, central or provincial, railway, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them and to obtain from any such government state or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, and concessions.



18. To establish and support or aid in the establishment and support of association, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance.
19. To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purposes which may seem directly or indirectly calculated to benefit this Company.
20. To amalgamate with any other company having objects altogether or in part similar to those of this Company.
21. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
22. To distribute any of the property of the Company in specie among the members.
23. To act as agents or brokers of any person, firm, company or corporation.
24. Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any movable or immovable property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
25. To construct, maintain, and alter any buildings, or works, necessary or convenient for the purposes of the Company.
26. To construct, improve, maintain, develop, work, manage, carry out, or control any manufactories, warehouses, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests.
27. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with, all or any part of the property and rights of the Company.
28. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
29. To lend 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, and to give guarantees or become security for any such persons, firms or companies.
30. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures, or debenture stock, perpetual or otherwise charged upon all or any of the Company's property both present and future including its uncalled capital, and to purchase, redeem, or pay off any such securities.
31. To open any current, overdraft, cash credit account or fixed account with any banker.
32. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
33. To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals, and by granting prizes, rewards and donations.



34. To underwrite the shares, stocks or securities of any other company and to pay underwriting commission and brokerage on any shares, stock or securities issued by the Company.
35. To subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, technical, national, public, political or any other institutions, objects or purposes or for any exhibition.
36. To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
37. To remunerate the directors, officials and servants of the Company or any person or firm or company rendering services to the Company, out of, or in proportion to the returns or profits of the Company or otherwise as the Company may think proper, either by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
38. To provide stock option(s) to the employees, directors and other officers of the Company in accordance with the laws of Pakistan for the time being.
39. To undertake and execute any trust the undertaking whereof may seem desirable, and either gratuitously or otherwise.
40. To obtain any provisional order or act of legislature for enabling the Company to carry any of its object 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 proceedings or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
41. To capitalize such portion of the profits of the Company as are not distributed among shareholders of the Company in the form of dividends and as the directors of the Company may think fit and to issue bonus shares, as fully paid up, in favour of the shareholders of the Company.
42. To act as managing agents for any other person, firm or company as may be deemed convenient and upon such terms as may be agreed.
43. To appoint such person, firm or company as may be deemed expedient to be managing agents, secretaries, managers, branch managers, or district representatives of the Company upon such terms as the Company may determine.
44. (i) To do all such other things as are incidental or conducive to the attainment of the above objects.

(ii) The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquitted, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

(iii) In addition to the businesses mentioned in sub-clauses (1) to (43) of this Clause III, the Company may engage in such other lawful businesses which do not require any license, registration, permission or approval under the law, and shall be authorized to take all necessary steps and actions in connection therewith and ancillary thereto.



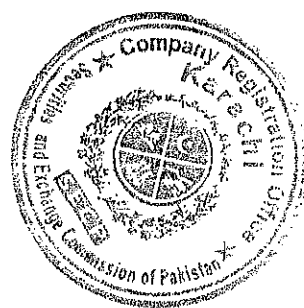
(iv) Notwithstanding anything contained in the foregoing sub-clauses of this Clause III, nothing contained herein shall be construed as empowering the Company to undertake or indulge, directly or indirectly in the business of a Banking Company, Non-banking Finance Company (Mutual Fund, Leasing, Investment Company, Investment Advisor, Real Estate Investment Trust management company, Housing Finance Company, Venture Capital Company, Discounting Services, Microfinance or Microcredit business), Insurance Business, *Modaraba* management company, Stock Brokerage business, forex, real estate business, managing agency, business of providing the services of security guards or any other business restricted under any law for the time being in force or as may be specified by the Commission.

IIIA. It is hereby undertaken that the Company shall not:

- (a) engage in any of the businesses mentioned in sub-clause 44 (iv) of Clause III above or any unlawful operation;
- (b) launch multi-level marketing (MLM), Pyramid and Ponzi Schemes, or other related activities/businesses or any lottery business;
- (c) engage in any of the permissible business unless the requisite approval, permission, consent or licence is obtained from competent authority as may be required under any law for the time being in force.

IV. The liability of the members is limited.

V. The share capital of the Company is Rs.5,680,000,000 (Rupees five billion six hundred and eighty million only) divided into 150,000,000 (one hundred and fifty million) ordinary shares of Rs.10 (Rupees ten) each and 22,000,000 (twenty-two million) preference shares/convertible stock of Rs.190 (Rupees one hundred and ninety) each with such rights, preferences, privileges and restrictions as are specified in the Articles of Association.



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

No.	Names, addresses and description of subscribers	Number of shares	Names, addresses and descriptions of witnesses
1.	Syed Babar Ali 18, Victoria Road, Karachi Merchant	One	
2.	Zaka Rahmatulla C/o Syed A & M Wazir Ali, 140, Bunder Road, Karachi Merchant	One	R. M. Bilimoria, Incorporated Accountant Registered Accountant C/o Rahim Jan & Co., Adamjee Chambers, Meleod Road, Karachi-2
3.	Syed Wajid Ali 18, Victoria Road, Karachi Merchant	One	
4.	Syed Maratib Ali 18, Victoria Road, Karachi Merchant	One	

Dated this 26th day of January 1956



Certified to be True Copy
[Signature]
 Additional Registrar of Companies
 24-05-2018

The Companies Act, 2017

Company Limited by Shares

ARTICLES OF ASSOCIATION *

OF

PACKAGES LIMITED

I. PRELIMINARY

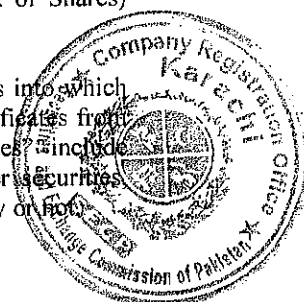
1. TABLE 'A' NOT TO APPLY:

The regulations contained in Table "A" in the First Schedule to the Companies Act, 2017 shall not (except so far as the same are repeated or contained or deemed to be contained in these Articles) apply to the Company.

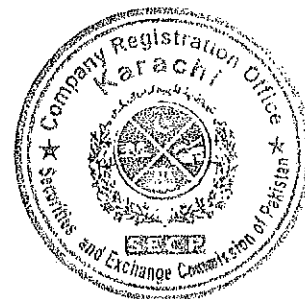
2. INTERPRETATION:

- (1) "Act" means the Companies Act, 2017, and any amendment or re-enactment thereof for the time being in force.
- (2) "Annual General Meeting" and "Extraordinary General Meeting" mean, respectively, an annual general meeting or an extraordinary general meeting of the Company duly called and constituted or any adjournment thereof.
- (3) "Applicable Law" means all laws, rules, regulations and statutory notifications applicable to the Company, including (without limitations) the Act, the Securities Act 2015, the Electronic Transactions Ordinance 2001, the Securities and Exchange Commission Act, the Central Depositories Act 1997, the Central Depository Regulations, the Rule Book of the Pakistan Stock Exchange (Listing Rules), the Code of Corporate Governance, the Listed Companies (Buy-Back of Shares) Regulations 2016, the Companies (Issue of Capital) Rules 1996, Share Capital Rules, all as amended and in force from time to time, including all rules and regulations issued under any Applicable Laws and such other laws and rules and regulations, as may be enacted or notified in future from time to time including all amendments and/or re-enactments thereof.
- (4) "Articles" mean the Articles of Association of the Company as originally framed or as from time to time altered in accordance with the Applicable Laws.
- (5) "Auditors" mean the auditors of the Company appointed under Article 115.
- (6) "Board" means the Board of Directors of the Company and shall include a meeting of the Directors duly called and constituted or, as the case may be, the Directors assembled at a Board or acting pursuant to Article 83.
- (7) "Buy-Back of Shares Regulations" mean the Listed Companies (Buy-Back of Shares) Regulations, 2016.
- (8) "Capital", "Shares" and "Certificates" mean, respectively, the capital, shares into which the capital is divided and the interest corresponding to such shares and certificates from time to time of the Company. "Shares" include stock and "Certificates" include participation term certificates, term financing certificates, bonds and other securities other than a share, whether constituting a charge on the assets of the Company or not.

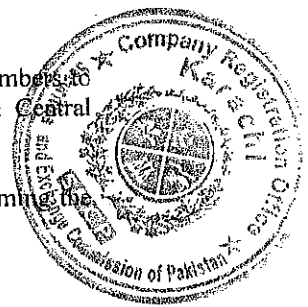
* As amended vide Special Resolution dated 26 February 2018



- (9) "Central Depository" means a central depository as defined in clause (vi) of section 2 of the Securities Act, 2015 and registered with the Commission under section 49 of that Act.
- (10) "Central Depositories Act" means the Central Depositories Act, 1997, as amended from time to time.
- (11) "Central Depository Regulations" mean the regulations of the Central Depository Company of Pakistan Limited made pursuant to section 35 (1) of the Central Depositories Act and/or Section 51 of the Securities Act, 2015.
- (12) "Central Depository Register" means a computerised Electronic register maintained by a Central Depository in respect of book-entry securities.
- (13) "Chairperson" means the Chairperson elected by the Board under Article 65.
- (14) "Chief Executive Officer" means the Chief Executive Officer of the Company appointed by the Board under Article 90.
- (15) "Code" means the Code of Corporate Governance applicable to listed companies as notified by the Commission and forming part of the Rule Book of the Pakistan Stock Exchange.
- (16) "Commission" means the Securities and Exchange Commission of Pakistan established under section 3 of the Securities and Exchange Commission Act.
- (17) "Company" means Packages Limited.
- (18) "Debenture" shall include debenture stock, bond, Participation Term Certificate and Term Finance Certificate, or any other instrument of the Company evidencing a debt, whether constituting a mortgage or charge on the assets of the Company or not.
- (19) "Director" means any person occupying the position of a director, by whatever name called and includes the directors for the time being of the Company or the alternate directors appointed by them, if any.
- (20) "Dividend" includes a bonus.
- (21) "Electronic" includes electrical, digital, magnetic, optical, bio-metric, electro-chemical, wireless or electromagnetic technology.
- (22) "Electronic Transactions Ordinance" means the Electronic Transactions Ordinance, 2002.
- (23) "Financial Statements" includes:
 - (a) a statement of financial position as at the end of the period ("Period") of the financial year of the Company;
 - (b) a statement of profit and loss and other comprehensive income;
 - (c) a statement of changes in equity for the Period;
 - (d) a statement of cash flow for the Period;
 - (e) notes comprising a summary of significant accounting policies and other explanatory information;
 - (f) comparative information in respect of the preceding period; and
 - (g) any other statement as may be prescribed under the Act or Applicable Laws.
- (24) "Financial Year" means that period in respect of which any Financial Statement of the Company laid before its Members in General Meeting, is made up, whether that period is a year or not."
- (25) "General Meeting" includes an Annual General Meeting and an Extraordinary General Meeting.



- (26) "IFC" means International Finance Corporation, an international organisation established by Articles of Agreement among its member countries including the Islamic Republic of Pakistan.
- (27) "In Person" or "Personally" includes attendance and/or voting at a Board meeting or a meeting of a committee of the Board, or a General Meeting, personally or by video-link or other audiovisual facility whereby all the participants of the meeting can hear and see each other.
- (28) "Instrument of Transfer" includes transfer deeds.
- (29) "Issue of Capital Rules" mean Companies (Issue of Capital) Rules, 1996, as amended from time to time.
- (30) "Member" has the same meaning as set out in Section 118 of the Act, subject to Section 5(1)(b) of the Central Depositories Act.
- (31) "Memorandum" means the Memorandum of Association of the Company as originally framed or as from time to time altered in accordance with the Applicable Laws.
- (32) "Month" means calendar month according to the Gregorian Calendar.
- (33) "Office" means the registered office for the time being of the Company.
- (34) "postal ballot" means voting by post or through any electronic mode.
- (35) "Preference Shares/Convertible Stock" means the preference shares/convertible stock of the Company having the rights, preferences, privileges and restrictions as set forth in Annex "C" to the Subscription Agreement between the Company and IFC, of which a summary is attached to these Articles, and issued in accordance with the provisions of the Companies Share Capital (Variation in Rights and Privileges) Rules, 2000.
- (36) "Proxy" means an instrument in writing whereby a Member authorises another person to vote for him at a meeting or meetings and, unless the context otherwise requires, includes an attorney duly constituted under a power-of-attorney.
- (37) "Record" includes, in addition to a written or printed form, any disc, tape, sound-track, film or other device in which sounds and/or other data are embodied so as to be capable (with or without the aid of some other instrument or machine) of being reproduced therefrom in audible, legible or visual form.
- (38) "Register" means, unless the context otherwise requires, the register of the Members to be kept at the Office, pursuant to Section 119 of the Act, Article 93, and a Central Depository Register.
- (39) "Registrar" means a registrar as defined in Section 2(1)(57) of the Act, performing the duties and functions under the Act.
- (40) "Seal" means the common or official seal of the Company.
- (41) "Secretary" means the company secretary of the Company for the time being, appointed under Article 91.
- (42) "Section" means a section of the Act.
- (43) "Securities and Exchange Commission Act" means the Securities and Exchange Commission of Pakistan Act, 1997, as amended from time to time.
- (44) "Share Capital Rules" mean the Companies Share Capital (Variation in Rights and Privileges) Rules, 2000.



- (45) "Sign", "Signed" and "Signature", unless otherwise provided in these Articles, include lithography, printing, facsimile, "advanced electronic signature" which is capable of establishing the authenticity and integrity of an Electronic document, as defined by Section 2 (e) of the Electronic Transactions Ordinance, and names impressed with an India-rubber or other kind of stamp.
- (46) "Special Resolution" shall have the same meaning assigned thereto by Clause (66) of sub-Section (1) of Section 2.
- (47) "Stock" means stock into which any moneys of the Company may have been converted.
- (48) "Stock Exchange" means the Pakistan Stock Exchange Limited and such other securities exchanges as may be established in Pakistan and on which the securities of the Company may have been listed.
- (49) "Subscription Agreement" means the Agreement dated 25 March 2009 entered into between the Company and IFC governing the issuance of Preference Shares/Convertible Stock by the Company to IFC.
- (50) "Writing" or "Written" include printing, typewriting, lithography or Electronic transmission, including but not limited to, facsimile, telex and Electronic mail or any other mechanical or Electronic process, as prescribed by section 3 of the Electronic Transactions Ordinance, or partly one and partly the other.
- (51) "Year" means a calendar year according to the Gregorian calendar.
- (52) Words importing masculine gender include the feminine gender.
- (53) Words importing singular number include the plural number.
- (54) Words importing persons shall include bodies corporate.
- (55) References in these Articles to the Applicable Laws shall include any amendments, re-enactments or modifications thereof for the time being in force.
- (56) The headnotes are inserted for convenience and shall not affect the construction of the Articles.
- (57) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- (58) Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof.

II. BUSINESS

3. BUSINESS OF COMPANY:

- (1) The business of the Company shall be as per Clause III of the Memorandum.
- (2) The Company is a public company.
- (3) For the purpose of record it is stated that the Company had, after incorporation, entered an agreement with Syed A&M Wazir Ali and AB Akerlund & Rausing in the terms of the draft, which had, for the purpose of identification, been signed by the subscribers to the Memorandum, and the Directors to carry the said agreement into effect, in connection with the business of the Company.



III. SHARE CAPITAL

4. AUTHORISED SHARE CAPITAL:

The share capital of the Company is Rs.5,680,000,000 (Rupees five billion six hundred and eighty million only) divided into 150,000,000 (one hundred and fifty million) ordinary shares of Rs.10 (Rupees ten) each and 22,000,000 (twenty-two million) Preference Shares/Convertible Stock of Rs.190 (Rupees one hundred and ninety) each with such rights, preferences, privileges and restrictions as are specified in these Articles.

IV. SHARES AND MODIFICATION OF RIGHTS

5. AMOUNT PAYABLE ON APPLICATION:

No Shares shall be offered to the public for subscription except upon the term that the amount payable on Written application shall be the full amount of the nominal value of the Share.

6. POWER TO ISSUE SHARES WITH DIFFERENT RIGHTS AND PRIVILEGES:

Subject to the Applicable Law and, in particular, Section 58 of the Act, any Share in the Company may be issued with different rights, restrictions and privileges, including but not limited to, the following as may be approved by the Company by Special Resolution:

- (1) different voting rights; voting rights disproportionate to the paid-up value of Shares held; voting rights for specific purposes only; or no voting rights at all;
- (2) different rights for entitlement of Dividend, rights Shares or bonus Shares or entitlement to receive the notices and to attend the General Meetings;
- (3) rights and privileges for an indefinite period, for a limited specified period or for such period or periods as may from time to time be determined by the Company; and
- (4) different manner and mode of redemption, including redemption in accordance with the provisions of these Articles, including but not limited to, by way of conversion into Shares with such rights and privileges as determined by the Company.

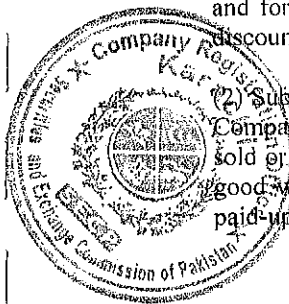
6A. TERMS OF PREFERENCE SHARES/CONVERTIBLE STOCK:

The terms of the Preference Shares/Convertible Stock issued to IFC as are set out in Annex "C" to the Subscription Agreement and of which a summary is attached to these Articles shall be applicable to such Preference Shares/Convertible Stock.

7. ALLOTMENT OF SHARES:

- (1) The Shares shall be under the control of the Directors. The Directors may, subject, to the provisions of the Act, in particular, to Sections 67 to 70 and 83, allot, grant options over or otherwise dispose of the same to such persons on such terms and conditions and at such times and for such consideration as the Directors think fit, but so that no Share shall be issued at a discount except in accordance with the provisions of the Act, in particular, Section 82.

- (2) Subject to the Applicable Law, the Directors may allot and issue Shares in the Capital of the Company for consideration otherwise than in cash as payment or part payment for any property sold or transferred, for goods or machinery supplied, for any securities transferred or issued, for good will and/or for service rendered to the Company in the conduct of its business, as fully paid-up Shares and, if so issued, such Shares shall be deemed to be fully paid-up.



8. VARIATION OF MEMBERS' RIGHTS:

(1) In the event of the creation or issue of Shares with special rights attached thereto, such rights shall not, unless otherwise expressly provided by the terms of issue thereof, be deemed to be varied by the creation or issue of further Shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith, but in no respect in priority thereto.

(2) If at any time the Capital is divided into different classes of Shares, all or any of the rights and privileges attached to each class may be modified, abrogated, revoked, enhanced or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by a Special Resolution passed at a separate General Meeting of the holders of Shares of that class, and all the provisions hereinafter contained as to General Meetings shall *mutatis mutandis* apply to every such General Meeting but so that the quorum thereof shall be two (2) persons at least holding or representing by Proxy one-half of the Shares of that class.

9. ACCEPTANCE OF SHARES:

Any application in Writing Signed by or on behalf of the applicant followed by an allotment of any Shares thereon shall be an acceptance of Shares within the meaning of these Articles and, every person who thus accepts any Share and whose name is placed on the Register, shall be a Member.

10. NAMES AND ADDRESSES OF MEMBERS:

(1) Every Member shall name a place to be registered as his address and such address shall, for all purposes, be deemed his place of residence.

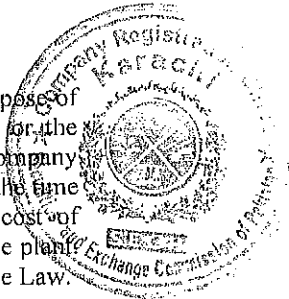
(2) Any Member who shall change his name or place of abode shall notify the change of name or abode, as the case may be, to the Company in order that the same may be registered.

11. PAYMENT OF COMMISSION AND BROKERAGE:

Subject to the Applicable Law, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares or Debentures or procuring or agreeing to procure subscription whether absolutely or conditionally for any Shares or Debentures of the Company, so that the amount or rate of commission shall not exceed such other percentage/rate as may be determined, from time to time, by the Directors subject to a ceiling, if any, fixed by the Commission or the Stock Exchange under the Applicable Laws) of the price at which the Shares are issued or of the nominal value of the Debentures in each case subscribed or to be subscribed and, in addition, a commission not exceeding such other percentage/rate as may be determined, from time to time, by the Directors (subject to a ceiling, if any, fixed by the Commission or the Stock Exchange under the Applicable Laws) of Shares or Debentures actually taken up by the underwriters. The Company may also pay brokerage not exceeding such other rate as may be determined, from time to time, by the Directors subject to a ceiling, if any, fixed by the Commission or the Stock Exchange under the Applicable Laws) in respect of any subscription for Shares or Debentures.

12. MARK UP ON SHARE CAPITAL:

Subject to the Applicable Law, if any Shares of the Company shall be issued for the purpose of raising money to defray the expenses of the construction of any works or buildings for the provisions of any plant which cannot be made profitable for a lengthened period, the Company may pay, subject to Applicable Laws, mark up on so much of that Share Capital as is for the time being paid-up for the period, and may charge the same to Capital as part of the cost of construction of the works or the provision of the works or building or the provision of the plant. The Directors shall determine the rate of mark up, from time to time, within the Applicable Law.



13. TRUSTS NOT RECOGNISED:

Except as herein otherwise provided, no person shall be recognised by the Company as holding any Share upon any trust and the Company shall be entitled to treat the registered holder (including an account and sub-account holder of a Central Depository) of any Shares as the absolute owner thereof and, accordingly, shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as by these Articles or as ordered by a court of competent jurisdiction or by the Applicable Law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder. No notice of any trust, expressed, implied or constructive, shall be entered on the register of members.

14. USE OF COMPANY FUNDS:

The funds of the Company may be employed in the purchase of, or in loans upon the security of, Shares in the Company, to the extent enabled under Section 86 and 88 of the Act and the Buy-Back of Shares Rules, or of any company of which it is a subsidiary company or in loans to any company of which it is a subsidiary company.

V. CERTIFICATES

15. BOOK-ENTRY SECURITIES / SHARE CERTIFICATES:

(1) In accordance with Section 62 of the Act, the certificates of title (such expression shall hereinafter be deemed to include book-entry security as defined in the Central Depositories Act and the Central Depository Regulations) to Shares shall be issued under the authority of the Directors or of a committee of the Board when authorised thereto by the Directors, in such manner and form as the Directors may from time to time determine, and shall bear the Signatures of two (2) or more Directors, or one (1) Director and the Secretary, or one (1) Director and such other person as may be authorised by the Directors for the purpose, if so required.

(2) In case of shares in physical form, every person whose name is entered as a Member in the Register shall be entitled without payment to one (1) Certificate for all his Shares of each class, or, upon payment of such sum for every Certificate after the first as the Directors shall from time to time determine, to several Certificates, each for one (1) or more of his Shares. Every Certificate shall be issued within thirty (30) days after allotment and in the case of application for registration of the transfer of Shares, within fifteen (15) days after lodgment of such application, and the Directors shall ensure delivery of the certificates to the person entitled thereto at his registered address. A Certificate shall be under the Seal of the Company, and bear the Signatures of two (2) Directors or one (1) Director and the Secretary, and shall specify the number and class and distinguishing numbers (if any) of the Shares to which it relates. The Directors may by resolution determine, either generally or in any particular case, that the Signature of any Director may be affixed by some mechanical means to be specified in such resolution. The Company shall not be bound to register more than four (4) persons as the joint-holders of any Shares (except in the case of executors or trustees of a deceased Member) and in the case of a Share held jointly by several persons, the Company shall not be bound to issue more than one (1) Certificate therefor, and delivery of a Certificate for a Share to one (1) of several joint-holders shall be sufficient delivery to all.

(3) Every Certificate of Shares shall specify the distinctive number(s) of the Shares in respect of which it is issued and the amount paid-up thereon.



16. ISSUANCE OF DUPLICATE CERTIFICATE:

In accordance with Section 73 of the Act, if any Share certificate is defaced, mutilated or torn and is surrendered to the Company, or is lost or destroyed, then on proof thereof, to the satisfaction of the Board, and on such indemnity as the Board deems adequate being given, and after making such inquiry as to defacement or mutilation or the loss or destruction of the original, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. A duplicate certificate will be issued by the Company within thirty (30) days after receiving application for the same, subject to Section 73 of the Act. In case of loss or destruction, the Member to whom the new certificate is given shall repay to the Company the actual expenses incurred on the inquiry above referred.

17. NEW CERTIFICATES:

(1) In case any holder or transferee of Shares applies for a new certificate in lieu of the old or existing certificate or applies for the splitting up or consolidation of the existing certificates on payment by him in addition to the transfer fee such sum as the Directors may determine, and upon his delivering up every old or existing certificate which is to be cancelled, he shall be issued a new certificate.

(2) Every endorsement upon the certificate of any Share in favour of any transferee thereof shall be Signed by the person for the time being duly authorised by the Directors in that behalf. In the event of a certificate being filled up with endorsements and a further transfer of Shares to which it refers being made or required, a new certificate shall be issued on payment of a fee to be fixed, from time to time, by the Board.

18. CERTIFICATES TO BE ASSIGNABLE:

Subject to such approval as may be required by the Applicable Law, Certificates, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

19. ISSUANCE OF CERTIFICATES:

Subject to the requirements of the Act, any Certificates, Debentures, bonds or other securities may be issued at discount, premium or otherwise and with any special privileges as to the redemption, surrender drawings, allotment of Shares, attendance and voting at General Meetings of the Company, appointment of Directors and otherwise.

20. RIGHTS OF DEBENTURE-HOLDERS:

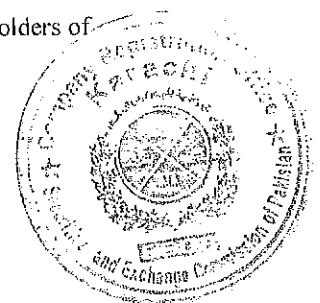
Holders of Certificates shall have the same right to receive copies of the financial statements of the Company and the reports of the Auditors and other reports on payment of such fee as may be fixed by the Board.

VI. JOINT HOLDERS

21. JOINT-HOLDERS:

When two (2) or more persons are registered as the holders (such expression, unless the context requires otherwise, shall be hereinafter deemed to include the account or sub-account holders of a Central Depository) of any Share, they shall be deemed to hold the same as joint-holders with benefits of survivorship, subject to the Applicable Law and the following provisions:

(1) The Company shall be entitled to decline to register more than four (4) persons as holders of any Share.



(2) The joint-holder named first in the Register in respect of a Share may give effectual Written receipt for any Dividends or other moneys payable on such Share.

(3) Only the person whose name stands first in the Register of Members as one (1) of the joint-holders of any Share shall be entitled to delivery of the certificate relating to such Share or to receive notice (which expression shall be deemed to include all accompanying statements and resolutions as required by the Applicable Law, including in Electronic form) from the Company and any notice given to such person shall be deemed to be notice to all the joint-holders.

(4) The certificate of Shares registered in the names of two (2) or more persons shall be delivered to the person first named in the Register in respect thereof, or to his authorised agent.

(5) Any one (1) of two (2) or more joint-holders may vote at any meeting either personally or by an agent duly authorised under a power-of-attorney or by video-link or by Proxy in respect of such Share as if he is solely entitled thereto and, if more than one (1) of such joint-holders be present at any meeting personally or by Proxy or by attorney, that one (1) of such persons so present whose name stands first on the Register in respect of such Share, shall alone be entitled to vote in respect thereof. Provided always that a joint-holder present personally shall have priority over a person present by an agent duly authorised under power-of-attorney or by Proxy, although the name of such person present by an agent or Proxy stands first in the Register in respect of such Shares.

(6) Several executors or administrators of a deceased Member in whose (deceased Member's) sole name any Share stands shall, for the purpose of these Articles, be deemed to be joint-holders.

VII. TRANSFER AND TRANSMISSION OF SHARES

22. FORMS OF TRANSFER:

(1) Subject to sub-Article (2) and the Applicable Law, Shares in the Company which are in book-entry form shall be transferred in accordance with the Central Depositories Act and the Central Depository Regulations.

(2) If the Shares of the Company are not registered in the Central Depository, the same may be transferred in the manner prescribed by Section 74 of the Act by an application for registration of transfer along with a proper instrument of transfer duly stamped and executed by the transferor and transferee in the following form:

PACKAGES LIMITED

Form for Transfer of Shares

(First Schedule to the Companies Act, 2017)

I..... s/o (hereinafter called - the transferor) in consideration of the sum of rupees paid to me by..... s/o (hereinafter called - the transferee), do hereby transfer to the said transferee.....the share (or shares) with distinctive numbers fromto.....inclusive, in the.....Limited, to hold unto the said transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same at the time of the execution hereof, and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.



As witness our hands this..... day of....., 20.....

Signature	Signature
Transferor	Transferee
Full Name, Father's / Husband's Name	Full Name, Father's / Husband's Name
CNIC Number (in case of foreigner, Passport Number)	CNIC Number (in case of foreigner, Passport Number)
Nationality	Nationality
Occupation and usual Residential Address	Occupation and usual Residential Address
	Cell number
	Landline number, if any
	Email address

Witness 1:
Signature.....date
.....
Name, CNIC Number and Full Address

Witness 2:
Signature.....date
.....
Name, CNIC Number and Full Address

Bank Account Details of Transferee for Payment of Cash Dividend

(Mandatory in case of a listed company or optional for any other company)

It is requested that all my cash dividend amounts declared by the company, may be credited into the following bank account:

Title of Bank Account
IBAN Number
Bank's Name
Branch Name and Address
NTN No. (in case of corporate entity)
CNIC:

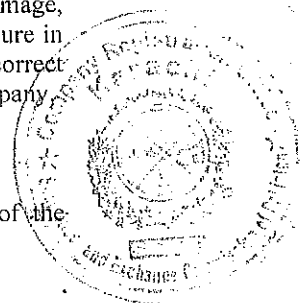
It is stated that the above mentioned information is correct and that I will intimate the changes in the above-mentioned information to the company and the concerned Share Registrar as soon as these occur.

.....
Signature of the Transferee(s)

The payment of cash dividend will be processed on the basis of the account number alone. The Company shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly, from any error, delay or failure in performance of any of the obligations hereunder which is caused by incorrect payment instructions and/or due to any event beyond the control of the Company.

23. TRANSFEROR TO REMAIN HOLDER UNTIL CHANGE IN REGISTER:

The Transferor shall be deemed to remain the holder of any Share until the name of the Transferee is entered in the Register in respect thereof.



24. NON-REFUSAL OF TRANSFER OF SHARES:

(1) The Directors shall not refuse to transfer any fully paid Shares unless the Instrument of Transfer is defective or invalid. The Directors may decline to recognise any Instrument of Transfer unless the duly stamped or otherwise authenticated Instrument of Transfer is deposited at the Office or such other place as the Directors may appoint, accompanied by the certificates of the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the Transferor to make the transfer.

(2) If the Directors refuse to register a transfer of Shares, where the instrument of transfer is defective or invalid, they shall within fifteen (15) days, or when the transferee is a Central Depository, within five (5) days from the date on which the Instrument of Transfer was lodged with the Company, send to the transferee and the transferor notice in Writing of the refusal indicating the defect or invalidity to the transferee, who shall, after removal of such defect or invalidity, be entitled to re-lodge the Instrument of Transfer with the Company.

25. EXCLUSION OF DIRECTORS' LIABILITY:

The Directors shall not incur any liability for, in a bona fide manner, registering or acting upon a transfer of Shares, although the same may, by reason of any fraud or other cause not known to the Directors, be legally inoperative or insufficient to pass the property in the Shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Directors may have notice that such Instrument of Transfer was Signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the Shares transferred, or otherwise in defective manner.

26. SHARES OF DIFFERENT CLASSES:

Shares of different classes shall not be comprised in the same Instrument of Transfer.

27. NO TRANSFER OF SHARES TO MINORS AND LUNATICS:

No transfer of Shares shall be made to minors or lunatics.

28. CLOSURE OF REGISTER:

On giving seven (7) days' previous notice given in the manner provided in Section 125 of the Act and Article 120, the Register may be closed for such period or periods not exceeding in the whole thirty (30) days in any one (1) Year as the Directors may from time to time to time determine.

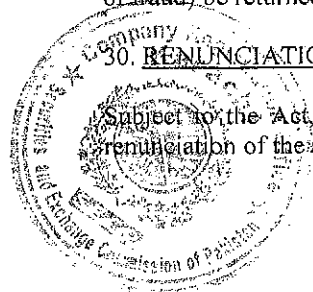
29. REGISTRATION OF TRANSFEREE AS MEMBER:

(1) Every Instrument of Transfer shall be left at or sent to the Office for registration, accompanied by the certificate of the Share to be transferred, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the Shares and, the transferee shall, subject to Articles 22 and 23, be registered as a Member in respect of such Shares and be entered as a Member in the Register within fifteen (15) days after the lodgment of the application of transfer. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

(2) All Instruments of Transfer which shall be registered shall be retained by the Company, but any Instrument of Transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the persons depositing the same.

30. RENUNCIATION IN FAVOUR OF OTHERS:

Subject to the Act, nothing in these Articles shall preclude the Directors from recognizing a renunciation of the allotment of any Share by the allottee in favour of some other person.



31. TRANSMISSION OF SHARES:

(1) The executors, administrators, heirs, or nominees, as the case may be, of a deceased sole holder of a Share shall be the only persons recognised by the Company to deal with the Share in accordance with the law. In the case of a Share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased survivor, shall be the only persons recognised by the Company to deal with the Share in accordance with the law.

(2) The Shares or other securities of a deceased Member shall be transferred on application duly supported by succession certificate or by lawful award, as the case may be, in favour of the successors to the extent of their interests and their names shall be entered in the Register of Members.

(3) A person may on acquiring interest in the Company as Member, represented by Shares, at any time after acquisition of such interest deposit with the Company a nomination conferring on a person, being the relatives of the Member, namely, a spouse, father, mother, brother, sister and son or daughter, the right to protect the interest of the legal heirs in the Shares of the deceased in the event of his death, as a trustee and to facilitate the transfer of Shares to the legal heirs of the deceased subject to succession to be determined under the Islamic law of inheritance and in case of non-Muslim members, as per their respective law.

(4) The person so nominated shall, after the death of the Member, be deemed as a Member of Company till the Shares are transferred to the legal heirs.

32. RIGHTS OF PERSON ENTITLED TO SHARES BY TRANSMISSION:

A person to be deemed as a Member under the preceding Article and entitled to a Share by reason of the death of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share and exercise any right conferred by membership in relation to meetings of the Company.

VIII. ALTERATION OF CAPITAL

33. POWER TO INCREASE CAPITAL:

Subject to the Applicable Law, in particular, Section 85, the Company may, from time to time, by Special Resolution, increase the Share Capital by such sum, to be divided into Shares of such amount, as the resolution shall prescribe.

34. FURTHER ISSUE OF CAPITAL:

(1) Where at any time the Board decides to increase the issued Share Capital of the Company by issuing any further Shares, such Shares shall be offered to persons who at the date of the offer, are Members of the Company in proportion, as nearly as the circumstances admit, to the existing Shares held by each Member by sending letters of offer, subject to the conditions that (i) the Shares so offered shall be strictly proportionate to the Shares already held in respective kinds and classes; (ii) the letters of offer shall state the number of Shares offered and limiting a time not being less than fifteen (15) days and not exceeding thirty (30) days from the date of the offer within which the offer, if not accepted will be deemed to be declined; (iii) any Member not interested to subscribe, may exercise the right to renounce the Shares offered to him in favour of any other person, before the date of expiry stated in the letter of offer; and (iv) if the whole or any part of the Shares so offered is declined or is not subscribed, the Directors may allot such Shares in such manner as they may deem fit within a period of thirty (30) days from the close of the offer or within such extended time not exceeding thirty (30) days with the approval of the Commission. Notwithstanding the requirements of this clause:

a) subject to the approval of the Commission, any new Shares may be offered for subscription to any person on the basis of a Special Resolution either for cash or for consideration other than cash;

b) the Company may reserve a certain percentage of the new Shares for its employees under "Employees Stock Option Scheme" approved by the Commission.

(2) The new Share shall be subject to the same provisions with reference to transfer and otherwise as the Shares in the original Share Capital so far as applicable thereto.

(3) Upon each issue of rights equity Shares, the Company shall offer to IFC rights Preference Shares/Convertible Stock on a pro-rata basis.

35. PROVISIONS APPLICABLE TO NEW SHARES:

Except in so far as otherwise provided by the Applicable Law or the Articles, any Capital raised by the creation of new Shares shall be considered part of the original Capital, and shall be subject to the provisions herein contained with reference to transfer and transmission or otherwise. The new Shares issued by the Company shall rank pari passu with the existing Shares of the class to which the new Shares belong in all matters, including the right to such bonus or right issue and dividend as may be declared by the Company subsequent to the date of issue of such new Shares.

36. CONSOLIDATION AND SUB-DIVISION:

(1) Subject to the provisions of Sections 85, the Company may, by Special Resolution:

(a) consolidate and divide the whole or any part of its Share Capital into Shares of larger amount than its existing Shares;

(b) sub-divide its Shares or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association; and

(c) cancel any Shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its Share Capital by the amount of Shares so cancelled;

(2) Provided that, in the event of consolidation or sub-division of Shares, the rights attaching to the new Shares shall be strictly proportional to the rights attached to the previous Shares so consolidated or sub-divided, and further, where any Shares issued of a class which is the same as that of Shares previously issued, the rights attaching to the new Shares shall be the same as those attached to the Shares previously held.

37. REDUCTION OF SHARE CAPITAL:

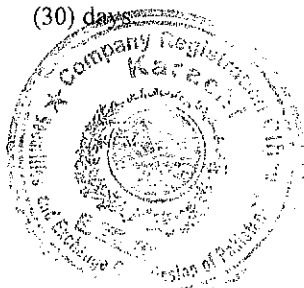
The Company may from time to time, by Special Resolution, but subject to the provisions of Sections 89 to 96 of the Act, reduce its Share Capital in any manner, namely:- cancel any paid-up Share Capital which is lost or unrepresented by available assets, or pay off any paid-up Share Capital which is in excess of the needs of the Company.

IX. GENERAL MEETINGS

38. ANNUAL GENERAL MEETING:

An Annual General Meeting of the Company shall be held in accordance with the provisions of Section 132 of the Act once at least in every Year within a period of one hundred and twenty days following the close of its Financial Year in the town in which the registered Office is situate or in the nearest city at such time and place as may be determined by the Board, provided that the Company may, for any special reason and with permission of the Commission, extend the time within which such Annual General Meeting, shall be held by a period not exceeding thirty

(30) days.



39. OTHER MEETINGS:

All General Meetings of the Company, other than the Annual General Meeting, shall be called Extraordinary General Meetings.

40. EXTRAORDINARY GENERAL MEETING:

The Directors may, whenever they think fit, call an Extraordinary General Meeting to consider any matter which requires the approval of the Company in General Meeting, and Extraordinary General Meetings shall also be called on such requisition as is made by Members representing not less than one-tenth of the total voting power as on the date of deposit of requisition by the requisitionists, or in default, may be called by such requisitionist, as provided by Section 133(5) of the Act. If at any time there are not within Pakistan sufficient Directors capable of acting to form a quorum, and a requisition has been lodged with the Company as aforesaid for calling an Extraordinary General Meeting, any Director of the Company may call such Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be called by the Directors.

X. PROCEEDINGS AT GENERAL MEETINGS

41. NOTICE OF MEETINGS:

(1) The notice of Annual General Meeting shall be sent to the Members and every person who is entitled to receive notice, at least twenty-one (21) days before the date fixed for the Meeting, specifying the place, the day and the hour of the meeting alongwith a statement of the business to be transacted at the Meeting and, in case of special business, a statement of material facts concerning such business, by post or courier service or through Electronic means or any other manner as may be specified by the Commission. In addition, the notice shall also be published in English and Urdu languages at least in one issue each of a daily newspaper of respective languages having nationwide circulation.

(2) The accidental omission to give any such notice to, or the non-receipt of such notice by, any Member shall not invalidate the proceedings, or any resolution passed, at any General Meeting.

42. BUSINESS OF ANNUAL GENERAL MEETING:

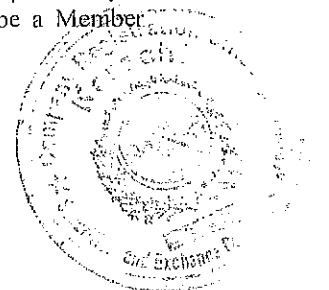
The business of Annual General Meeting shall be to receive and consider the financial statements and reports of the Directors and Auditors in place of those retiring, to elect Directors, to appoint Auditors in the place of those retiring or otherwise, to declare Dividends, to fix the remuneration of the Auditors and to transact any other business which, under these Articles, ought to be transacted at an Annual General Meeting, and any business that is brought under consideration by the report of the Directors laid before such meeting.

43. SPECIAL BUSINESS:

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting with the exception of sanctioning a Dividend, the consideration of the accounts, balance sheets and the annual reports of the Directors and Auditors, the election of Directors and appointment of auditors other officers in the place of those retiring and the fixing of the remuneration of the Auditors.

44. QUORUM:

No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, at least ten (10) Members present personally or through video-link who represent not less than twenty-five (25%) percent of the total voting power, either of their own account or as Proxies, shall be a quorum. Subject to Article 57, a company being a Member of the Company and present by a representative duly appointed in pursuance of Section 138 shall be deemed to be a Member present personally for the purpose of this Article.



45. EFFECT OF QUORUM NOT BEING PRESENT:

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of Members, shall be dissolved, in any other case, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present personally or through video-link, being not less than two (2) shall be a quorum.

46. CHAIRPERSON OF MEETING:

(1) The Chairperson, if any, of the Board shall preside as Chairperson at every General Meeting of the Company.

(2) The Chairperson of the Board shall be entitled to take the Chair at every General Meeting. If there is no Chairperson or if at any General Meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such Meeting or is un-willing to act, any one of the Directors present may be elected to be Chairperson, and if no Director is present or is willing to take the Chair, the Members present shall choose one of the Members to be the Chairperson.

47. ADJOURNMENT:

The Chairperson of a General Meeting may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

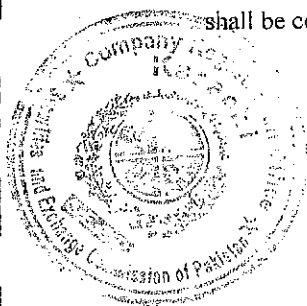
48. VOTING:

(1) Members of the Company may participate in a General Meeting personally, through video-link (in accordance with these Articles) or by proxy, or in the case of bodies corporate or corporations through their representatives appointed under Section 138 and Article 57.

(2) At any General Meeting, a resolution put to the vote of the meeting shall, unless a poll is demanded, be decided, in the first instance, by a show of hands, and in the case of an equality of votes the Chairperson shall, both on the show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a Member.

(3) Before or on the declaration of the result of the show of hands, a poll may be ordered to be taken by the Chairperson of the Meeting, and shall be ordered to be taken by him on a demand made by the Members present in person, through video-link or by proxy, having not less than one-tenth of the total voting power.

(4) On a vote on a resolution at a General Meeting by show of hands, a declaration by the Chairperson that a resolution has or has not been passed, or passed unanimously, or by a particular majority, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution. An entry in respect of such declaration in minutes of the meeting recorded in accordance with Section 151 of the Act shall be conclusive evidence of that fact without such proof.



49. POLL:

(1) If a poll is demanded as aforesaid it shall be taken (subject to Section 145 of the Act) in such manner (including through secret ballot in terms of Section 144 of the Act) and at such time and place as the Chairperson of the Meeting directs, and either at once or after an interval or adjournment of not more than fourteen (14) days from the day on which the poll is demanded, or such other period as may be required by the Applicable Law, as the Chairperson may direct and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was held. The demand for a poll may be withdrawn at any time by the Members who made the demand.

(2) Notwithstanding clause (1) of this Article, a poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.

(3) On a poll, votes may be given either personally, or through video-link or by proxy, or through postal ballot (in accordance with the provisions of the Act).

50. VENUE(S) OF MEETINGS:

The Company shall hold its General Meetings in the city in which the Office is situated, provided that if at least seven (7) days prior to the date of the Meeting, Members who hold ten percent (10%) of the paid-up capital residing in a city so demand, the Company shall provide the facility of video-link to such Members enabling them to participate in the Meeting. It shall be stated in the Notice of the General Meeting that members may demand the Company to provide them with the facility of video-link for attending the Meeting.

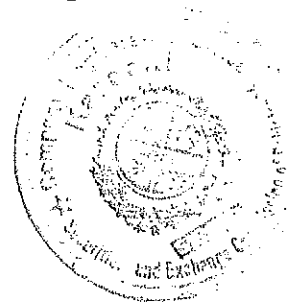
XI. VOTE OF MEMBERS

51. RIGHT TO VOTE:

(1) Subject to Section 134 of the Act, and any rights or restrictions for the time being attached to any class or classes of Shares, on a show of hands every Member entitled to vote and present personally, through video-link or by Proxy shall have one vote, and upon a poll, every Member entitled to vote and present in person, through video-link or by Proxy shall have votes proportionate to the paid-up value of the Shares or other securities carrying voting rights held by him according to the entitlement of the class of such Shares or securities, provided that, the provisions of Section 159 of the Act shall apply in the case of the election of Directors. A corporation (whether a company within the meaning of the Act or not) who is represented in accordance with Section 138 of the Act or by Proxy, shall be deemed to be a Member present personally for the purpose of this Article.

(2) Any person entitled under Article 31 and nominated under Section 79 of the Act in respect of any shares, may vote at General Meetings in respect thereof in the same manner as if he were the registered holder of such Shares, provided that at least forty-eight (48) hours before the time of holding the meeting at which he proposes to vote, he shall satisfy the Directors of his right to vote and deal with such Shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

(3) The Company shall arrange to provide its Members with the facility of electronic voting in compliance with the Companies (E-Voting) Regulations 2016, as amended from time to time, or as otherwise specified by the Commission. The facility shall be made available in case the Company receives a demand for poll from Members having not less than one-tenth of the voting power.



52. VOTING ON SHOW OF HANDS:

(1) A Member present personally or through video-link at a General Meeting shall be entitled to vote on a show of hands. A Proxy who is himself a Member but also represents other Members as Proxy shall have only one vote on a show of hands. A Proxy who is himself not a Member shall have one vote on a show of hands.

(2) A corporation present by a Proxy or by a representative duly authorised under Section 138 of the Act may vote on the show of hands as if he were a Member.

53. VOTING BY JOINT-HOLDERS:

In the case of joint-holders, the vote of the senior who tenders a vote, whether in Person or by Proxy or through video-link, shall be accepted to the exclusion of the votes of the other joint-holder; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

54. VOTING BY A MEMBER OF UNSOUND MIND:

A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by Proxy.

55. VOTING BY PROXY:

Subject to the Applicable Law and the Articles, votes may be given either personally or by Proxy. A person may be appointed Proxy who is not a Member of the Company. A Proxy shall have such rights as respects attending, speaking and voting at a General Meeting as are available to a Member personally present at the Meeting.

56. PROXY TO BE IN WRITING:

The instrument appointing a Proxy shall be in Writing in accordance with Section 137 of the Act, and Signed by the appointer or Signed (such expression shall exclude any reference to the Electronic Transactions Ordinance in accordance with section 31(1)(b) of the Electronic Transactions Ordinance) by the attorney of the appointer, duly authorised in writing (such expression shall exclude Electronic transmission under the Electronic Transactions Ordinance); or, if the appointer is a body corporate, be under the common seal of the body corporate or be Signed by an officer or attorney of the body corporate so authorised by it (such expression shall exclude any reference to the Electronic Transactions Ordinance in accordance with section 31(1)(b) of the Electronic Transactions Ordinance).

57. PROXY FOR CORPORATE MEMBERS:

Any body corporate or corporation, whether incorporated in Pakistan or not which is a Member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company in accordance with the provisions of Section 138 of the Act and the person so authorised shall be entitled to exercise the same powers on behalf of such body corporate or corporation as it could exercise if it were an individual Member of the Company, and the production at the meeting of a certified copy of a resolution or a letter of authority (in the usual or, subject to Article 56, in Electronic form) duly Signed by a director, secretary or an officer of such body corporate or corporation, shall be accepted by the Company as sufficient evidence of the validity of his appointment and such representative shall be entitled to vote as if he were a Member of the Company, including voting on a show of hands.

58. KINDS OF PROXY:

The instrument appointing a Proxy shall be either (a) a special Proxy to vote at a particular Annual or Extraordinary General Meeting or (b) a general Proxy to vote at every Annual or Extraordinary General Meeting during a certain period. A Member shall not be entitled to appoint more than one (1) Proxy to attend any one (1) meeting. If any Member appoints more than one (1) Proxy for any one (1) meeting and more than one (1) instruments of Proxy are deposited with or received by the Company, all such instruments of Proxy shall be rendered invalid.

59. INSTRUMENT APPOINTING PROXY TO BE DEPOSITED:

The instrument appointing a Proxy and the power of attorney or other authority (if any), under which it is Signed or a notarially certified copy of that power or authority, shall be lodged with the Company not less than forty-eight (48) hours before the time for holding the meeting at which the persons named in the instrument proposes to vote, and in default the instrument of Proxy shall not be treated as valid.

60. REVOCATION OF AUTHORITY:

(1) A vote given in accordance with the terms of an instrument of Proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the Proxy or of the authority under which it was given or the transfer of the Shares in respect of which the vote is given, unless an intimation in Writing of such death, insanity, revocation or transfer as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the Proxy is to be used.

(2) No objections shall be made to the validity of any vote except at the meeting or poll at which such vote shall be rendered, and every vote whether given personally, through video-link or by Proxy and not disallowed at such meeting or poll, shall be deemed valid for all purposes of such meeting or poll whatsoever.

61. PLACE WHERE INSTRUMENTS APPOINTING PROXY TO BE KEPT:

All instruments of Proxy shall be kept with the Company or the Share Registrar.

62. FORM OF PROXY:

- (1) An instrument appointing a Proxy may be in the following form or in any other forms which the Directors may approve.

PACKAGES LIMITED

I/we.....
of.....
being a Member/Members of PACKAGES LIMITED, do hereby appoint
.....of.....as
my/our Proxy to vote for me/us and on my/our behalf at the Annual or Extraordinary (as
the case may be) General Meeting of the Company to be held on theday
of.....and at any adjournment thereof.

As witness my/our hand this.....day of.....20

Signed by the said

In the presence of

- (2) The format of the proxy for electronic voting shall be the format prescribed in the Companies (E-voting) Regulations, 2016.



XII. DIRECTORS

63. NUMBER OF DIRECTORS:

(1) The number of Directors shall not be less than seven (7), or such other number as may be required by the Applicable Law. The Board shall fix the number of elected Directors of the Company not later than thirty five (35) days before the convening of the General Meeting at which Directors are to be elected, and the number so fixed shall not be changed except with the prior approval of the General Meeting at which the election is to be held.

(2) It is stated for the purpose of record that the first Directors of the Company at the time of its inception were:

(a) Sir Syed Maratib Ali Shah

(b) Syed Wajid Ali Shah, and

(c) Syed Babar Ali Shah.

(3) In addition to the elected Directors, the Company may have Directors nominated by the creditors or other special interests by virtue of contractual arrangements.

64. QUALIFICATION OF DIRECTORS:

Save as provided by Section 153(i) of the Act or otherwise required by the Applicable Law, no person shall be appointed as a Director unless he is a Member of the Company.

65. CHAIRPERSON OF THE BOARD:

(1) Within fourteen (14) days from the date of election of Directors, the Directors shall appoint a Chairperson from among the non-executive Directors, to hold office for a period of three (3) years, unless he earlier resigns, becomes ineligible or disqualified under any provision of the Act or is removed by the Directors. If the office of the Chairperson falls vacant, the Directors shall as soon as practically possible, appoint another non-executive Director as the Chairperson to hold office till the next election of Directors. The Directors shall clearly define the roles and responsibilities of the Chairperson, who shall be responsible for leadership of the Board of Directors. Every financial statement of the Company shall contain a review report of the Chairperson on the overall performances of the Board and effectiveness of the role played by the board in achieving the Company's objectives.

(2) The remuneration of the Chairperson shall be determined by the Board.

66. RESTRICTIONS ON THE OFFICE OF DIRECTOR:

Subject to Section 205 to 208 and Section 204, and other related provisions of the Act, a Director may be, or become, a director of any company promoted by the Company or in which it may be interested as a vendor, shareholder or otherwise, provided Written notice has been given to the Board, and no such Director shall be accountable for any benefits received as a director or member of such other company.



XIII. ELECTION AND REMOVAL OF DIRECTORS

67. PROCEDURE FOR ELECTION:

Directors shall comply with the provisions of Sections 154 to 159 of the Act and Sections 161 to 171 relating to the election of Directors and matters ancillary thereto. Unless the number of candidates is not more than the number of Directors to be elected, the number of elected Directors fixed by the Board under Article 63 shall be elected to office by the Members from amongst the candidates eligible for election at a General Meeting in the following manner, namely:

(1) A Member (present in Person, through video link or by Proxy or being a corporation represented by a representative) shall have such number of votes as is equal to the product of the number of voting Shares held by him and the number of Directors to be elected;

(2) A Member may give all his votes to a single candidate or divide them between more than one (1) of the candidates in such manner as he may choose; and

(3) The candidate who gets the highest number of votes shall be declared elected as Director and then the candidate who gets the next highest number of votes shall be so declared and so on until the total number of Directors to be elected have been so elected.

67A. RIGHT OF NOMINATION FOR ELECTION OF DIRECTOR IN A CERTAIN CASE:

Upon conversion of the Preference Shares/Convertible Stock into ordinary shares, the holders of such ordinary Shares may nominate a Director to be elected to the Board.

68. TERM OF DIRECTORS:

A Director elected under Article 67 shall hold office for a period of not more than three (3) Years, unless he resigns, vacates office due to fresh elections as required under Section 162 of the Act, becomes disqualified from being a Director or otherwise ceases to hold office earlier under these Articles. An election of Directors in the manner prescribed by the preceding Article shall be held once in every three (3) Years.

69. ELIGIBILITY FOR RE-ELECTION:

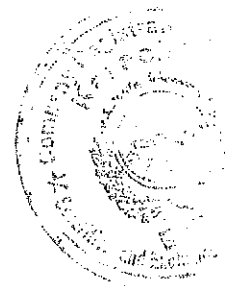
No person, whether a retiring Director or otherwise, shall be eligible for election as a Director unless notice of his candidature for election has been lodged in Writing at the office not later than fourteen (14) days before the date of the General Meeting at which an election of Directors is to take place.

70. FILLING OF CASUAL VACANCY:

The Board shall have the power at any time and from time to time to appoint any person to be a Director to fill any casual vacancy arising in the Board. Such appointment shall be made within ninety (90) days from the day on which the vacancy on the Board occurred. A Director so appointed shall hold office for the remainder of the term of the Director in whose place he is appointed.

71. REMOVAL OF DIRECTOR(S):

A Director may be removed by passing a resolution at a General Meeting in accordance with Section 163 of the Act.



XIV. DISQUALIFICATION OF DIRECTORS

72. DISQUALIFICATION OF DIRECTORS:

(1) No person shall become a Director of the Company if he suffers from any one or more of the disabilities or disqualifications mentioned in Section 153 and 171 of the Act and the Code, or if a disqualification order operates against him pursuant to Section 172 of the Act and, if already a Director, shall cease to hold such office from the date he so becomes disqualified or disabled or:

- (a) if removed by a resolution of Members in accordance with Article 71; or
- (b) if by notice in Writing given to the Company, he resigns his office.

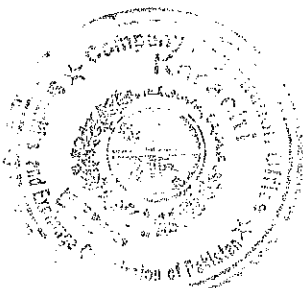
(2) Provided that, subject to Section 205 to 208 and Section 204, no Director shall vacate his office by reason only of his being a member of any company which has entered into contracts with, or done any work for, the Company but such Director shall not vote in respect of any such contract or work, and if he does so vote, his vote shall not be counted, nor shall his presence count for forming a quorum at the time of any such vote.

XV. DIRECTOR'S INTEREST

73. DIRECTOR'S INTEREST:

(1) Subject to the Applicable Law and, in particular, Section 205 to 208 of the Act, and Section 204, no Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director or any of his relatives, as defined in the Explanation to sub-Section (1) of Section 182, shall be in any way directly or indirectly concerned or interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relations thereby established but it is declared that the fact of his concern or interest must, be disclosed by him at the meeting of the Directors at which the question of the contract or arrangement is first taken into consideration, or if the Director was not on the date of that meeting concerned or interested, at the first meeting of the Board held after he becomes so concerned or interested and in case of any other contract or arrangement, at the first meeting of the Directors after the acquisition of his interest.

(2) A general notice given to the Board to the effect that a Director is a director or member of any specified body corporate or a partner of any specified firm, and is to be regarded as concerned or interested in any contract or arrangement which may after the date of the notice, be entered into with that body corporate or firm shall be a sufficient disclosure of concern or interest of the Director in relation to any contract or arrangement so made, and after such general notice it shall not be necessary for such Director to give a special notice of any particular transaction with that firm or body corporate. Any such general notice shall expire at the end of the financial Year in which it is given subject to renewal for further period of one (1) financial Year at a time, by a fresh notice given in the last Month of the financial Year in which it would otherwise expire, provided that it is given at a meeting of the Board, or the director concerned takes reasonable steps to ensure that it is brought up and read at the first meeting of the Board after it is given.



XVI. POWERS AND DUTIES OF DIRECTORS

74. GENERAL MANAGEMENT POWERS:

The management of the business and the control of the Company shall be vested in the Directors who, in addition to the powers and authorities by these Articles expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company, and are not hereby or by the Applicable Law or by Special Resolution, expressly directed or required to be exercised or done by the Company in General Meeting, but subject, nevertheless, to such management not being inconsistent with these Articles nor with any resolution passed in any General Meeting in accordance therewith. No resolution passed by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been passed. The general powers given by this Article shall not be limited or restricted by any special authority or powers given to the Directors by any other Article.

75. BORROWING POWERS:

(1) Without prejudice to the general powers conferred on the Board by the Act and these Articles, the Directors may under the authority of a resolution or resolutions passed in a meeting of the Board, from time to time, at their discretion, raise, borrow and, where required, secure the payment of any sum or sums of money so raised or borrowed for the purposes of the Company in such manner and upon such terms and conditions as the Directors may think fit.

(2) The amount for the time being remaining un-discharged of moneys borrowed or raised by the Directors for the purposes of the Company (otherwise than by issue of Share Capital) shall be as may be determined and approved by the Directors in the light of the financial requirements of the Company, provided that no transaction shall be adversely affected by reason of non-observance of such limit.

76. SPECIAL POWERS:

Subject to such limitations as may be imposed by the Applicable Law and, in particular, Section 183 of the Act and Article 74 of these Articles, or by the Members in General Meeting, all powers of the Company shall vest with the Directors including the following powers:

(1) To pay all fees, costs, charges, and expenses incurred in Maintaining and keeping the Company registered, including expenses incurred or sustained in the costs of drafting documents, advertising, traveling, printing, stationery, brokerage, commission, furniture and fittings, office expenses attendant upon formation of agencies and branches and any other costs, charges and expenses which, in the opinion of the Board, may fairly be deemed and treated as preliminary, and charge them on the funds of the Company over such number of Years as they may deem fit and may exercise all such powers of the Company as are not, by the Act or by these Articles or by a Special Resolution, required to be exercised by the Company in General Meeting.

(2) To purchase, hire, rent or otherwise acquire at any place whatever, such stock, stores, machinery, materials, lands, houses, buildings and hereditaments as they consider advisable for business, and may pull down, alter and convert the same. They may fit up and insure against loss by fire, etc. all or any such houses or buildings, constructions, etc., with or without the fittings and furniture, goods, stock, machinery, etc. therein and may let or give possession of the whole or any part of the same, whether fitted up or furnished or otherwise, to such persons, and on such terms as to tenancy occupation, as they consider advisable with regard to the interests of the Company and the promotion or carrying on of its business. They may from time to time sell and buy and re-sell, either by public auction or by private contract, as they think fit, any such lands, business and buildings, apparatus, stores, stocks, machinery, etc., as aforesaid and may otherwise deal with all or any part of the same as they consider best in the interests of the Company.

(3) To purchase or hire any lands, buildings or premises and alter, improve, build upon, convert and use the same as a means of investment.

(4) To let, mortgage, sell or otherwise dispose of any immovable property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects, as they think fit, subject to such limitations and conditions as are imposed by Section 183(3)(a) of the Act.

(5) To invest or advance and lend money against real, personal and mixed securities and on policies, bonds, Debentures, promissory notes or other obligations, or on the deposit of title deeds, goods, wares, merchandise, bullion, stock and similarly against government, municipal and authorised bonds and Debentures, or without security.

(6) To appoint by power of attorney under the Seal, any company, firm or person including a Director or officer or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney(s) of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles or not required by the Applicable Law to be exercised at a meeting of the Board) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

(7) The Directors may, from time to time at their discretion borrow or raise any sum or sums of money for the objects and purposes of the Company in accordance with the Applicable Law, from any financing agency, corporation or person (including the Directors) and secure the payment or repayment of any money, interest thereon, commissions and other charges by mortgage, hypothecation and/or charge on all or any of the assets and properties of the Company and by issue of Debentures, Debenture stock and other securities including promissory notes and commercial bank guarantee or in such other manner as may be considered expedient. Provided that no tender or other person shall be concerned or bound to see whether any borrowing limits is being observed or transgressed. They shall, in particular, have the following powers:

- (a) The Company may raise and secure the payment of any sum or sums of money in local or foreign currency in such manner as the Company shall think fit in pursuance of its objects and, in particular, through issue of Term Finance Certificates, Participation Term Certificates ("PTC"), Mudaraba Certificates, Musharika, leasing, mark up and by issue of all securities, including securities not based on interest for raising redeemable capital, resource funds from banks or financial institutions having a right to share in the profit and loss of the Company on terms and conditions agreed between the Company and the lenders or syndicate providing such funds. The Participation Term Certificate may be issued against any investment, discount or against any sum of money due for payment to the syndicate with special privileges as to voting rights, redemption, conversion into convertible Shares *pari passu* with the ordinary Shares and their subsequent reconversion into PTC, subject to the requirements of the Act.
- (b) To raise moneys through commercial papers on such terms and conditions as they may deem fit.
- (c) To issue Certificates or other securities at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing and otherwise and framed in such a way that the same shall be assignable free from any equities between the Company and the original or any intermediate holders.
- (d) To facilitate and encourage the creation, issue or conversion of Certificates, bonds, obligations, Shares, Stocks, securities, and to act as trustees in connection with any such securities, and to take part in undertakings or companies.
- (e) To constitute any trust with a view to the issue of preferred and deferred or any other special Stocks or securities based on or representing any Shares or other assets specially appropriated for the purpose of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trust and to issue, dispose or hold any such preferred or deferred or other special Stocks or securities.

(8) To make, draw, endorse, Sign, accept, negotiate, and give all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

(9) To amalgamate the Company with any other company or companies in Pakistan and elsewhere in terms of the Applicable Law and join in the promotion of any company or companies, trusts and other financial companies by taking Shares or Certificates or otherwise.

(10) To enter into all negotiations and contracts, rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they consider expedient in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

(11) To make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants, the Members or any section thereof and, with respect to other matters, conducive to the attainment of the objects of the Company.

(12) To authorise any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

(13) To make and give receipts, releases and discharges for moneys paid to the Company and for the claims and demands of the Company.

(14) To determine as to whom shall be entitled to Sign on the Company's behalf bills, notes, receipts, acceptances, cheques, releases, contracts and other documents.

(15) To accept from any Member, on such terms and conditions as shall be agreed, a surrender of Share(s) or Stock(s) or any part thereof.

(16) To determine the number, qualifications, remuneration, duties and powers of such local Directors, in case the Directors consider that a local Board is necessary to look after the interests of the Company at any place other than the Office.

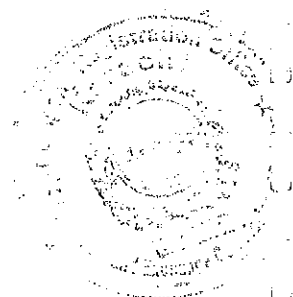
(17) To appoint legal advisors, managers, treasurers, officers, clerks, agents (but not managing agents) and servants, for permanent, temporary or special service as they may, from time to time, determine and to fix their salaries or emoluments and to require security in such instances and of the amount as they think fit and, at their pleasure and discretion, to remove or suspend such legal advisors, managers, treasurers, officers, clerks, agents and servants.

(18) To provide for the management of the affairs of the Company, either in different parts of Pakistan or elsewhere, in such manner as they think fit and, in particular, to establish branch offices and to appoint any persons to be the attorneys or agents of the Company, but not managing agents, with such powers (including the power to sub-delegate) and upon such terms as may be thought fit.

(19) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purpose, and to execute and complete all such deeds and things as may be requisite in relation to any such trust or trustees.

(20) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debt due and of any claims or demands by or against the Company.

(21) To refer claims or demands by or against the Company to arbitration and to observe and perform, compound or challenge such awards, and to take proceedings for the reversal of the same.



(22) To give any percentage of profit of the Company on work executed or any particular business or transaction to a Director, officer or any person employed by the Company, besides pay, and such percentage shall be treated as part of the working expenses of the Company.

(23) To provide, in accordance with the Applicable Law, for the establishment of pension, provident, gratuity or any other funds on such conditions as the Directors may lay down and, for the purposes of such funds, to levy cash contribution from the employees of the Company, as they consider proper, and to allot from the funds of the Company such sums as they deem reasonable towards the pension, provident, gratuity or any other funds for the benefit of the contributing employees or such other persons as the Directors may think proper.

(24) To provide stock option(s) to the employees, Directors and other officers of the Company in accordance with the Applicable Law.

(25) To give any guarantee for the payment of money for the performance of any undertaking or obligation.

(26) To issue on commission, subscribe, take, acquire or hold shares, stocks, bonds, obligations or securities of any government, local authority or company.

(27) To execute in the name and on behalf of the Company in favour of any person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages on the Company's property (present and future) as they think fit, and any such mortgage may contain power of sale and such other powers, covenants and provisions as the Directors think proper.

(28) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorised to acquire at or for such price or consideration and generally on such terms and conditions as they may think fit, and in any such purchase or acquisition to accept such title as the Directors may believe, or may be advised, to be reasonably satisfactory.

(29) To pay for the property, rights or privileges acquired by or services rendered to the Company, either wholly or partially, in cash, Shares, bonds, Certificates, mortgages or other securities of the Company, and any such bonds, Certificates, mortgages or other securities may be either specifically charged upon all or any part of the property of the Company or not so charged.

(30) To secure the fulfillment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company or in such other manner as they may think fit.

(31) To act on behalf of the Company in all matters relating to bankrupts and insolvents.

(32) To invest and deal with any moneys of the Company in Government promissory notes or other securities issued by Central or Provincial Governments, treasury bills, bank deposits, debentures of port trusts and joint stock companies, shares of joint stock companies or in loan to joint stock companies and other persons upon such security (not being Shares of this Company) or without security, movable or immovable property or rights, and in such manner as they may think fit, and from time to time to vary or realise or sell such securities and investments including interest thereon.

(33) To provide for the welfare of the employees or ex-employees of the Company and the wives, widows and families of the dependents or connections of such persons, by building or contributing to the building of houses and dwellings, or by grants of money, pensions, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Directors shall think fit, and to subscribe or contribute or otherwise assist or guarantee money to charitable, benevolent, religious, scientific, national, educational or other institutions or objects which shall have, in the opinion of Directors, normal or other claims to support or aid by the Company, either by reason of locality of operation or of public and general utility or otherwise.

(34) To set aside before recommending any Dividend out of the profits of the Company sums, as they may think proper, for depreciation or to a depreciation fund, reserve fund or sinking fund, obsolescence or any other special funds to meet contingencies or to repay Certificates or for special Dividends or for equalising Dividends or for repairing, improving, extending and maintaining any of the property of the Company and for such other purposes (including the purposes referred to in the preceding sub-Article) as the Directors may, in their absolute discretion, think conducive to the interests of the Company, and to invest the several sums so set aside or so much thereof as are required to be invested upon such investments (other than Shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of and extend all or any part thereof for the benefit of the Company in such manner and for such purposes as the Directors, in their absolute discretion, think conducive to the interests of the Company, notwithstanding that, matters to which the Directors apply or upon which they expend the same or any part thereof, may be matters to or upon which the Capital moneys of the Company might rightly be applied or expended and to divide the reserve fund into such special funds as the Directors may think fit, and to employ the assets constituting all or any of the above funds, including the depreciation funds, in the business of the Company or in the purchase or repayment of Certificates and that without being bound to keep the same separate from the other assets and without being bound to pay interest on the same, with power, however, to the Directors, at their discretion, to pay or allow to the credit of such funds interest at such rates as the Directors may think proper.

(35) To take any conveyance, assignment or lease in the name of trustees for the Company and give the trustees such indemnity as may be agreed upon.

(36) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper, all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company, either separately or conjointly, and to Seal, assign, surrender or discontinue any policies of assurance in pursuance of this power.

(37) To do generally all such acts and things necessary or expedient in the interests of or as required for the business of the Company.

(38) To pay such amounts as they think fit in charities.

(39) To delegate any of the powers hereby conferred upon them to such person or persons as they may from time to time think fit.

(40) To make, amend, vary or rescind regulations of the Company.

76A. CONSENT RIGHTS -ACTIONS REQUIRING IFC'S CONSENT:

The following actions by the Company shall require IFC's consent:

- (1) any change in the Memorandum and Articles, or any other action, that may alter or change the rights, privileges or preferences of the Preference Shares/Convertible Stock;
- (2) authorising or issuing any equity security having a preference/ranking senior to the Preference Shares/Convertible Stock;
- (3) any merger, consolidation, sale of shares or similar transaction resulting in a change of control of the Company or any of its key subsidiaries, or the sale of all or substantially all of the assets of the Company, or any key subsidiary;
- (4) any reduction of the capital of the Company;
- (5) any liquidation, winding up or bankruptcy, reorganisation or other analogous insolvency proceeding of the Company or any key subsidiary;
- (6) changing the nature of the business of the Company; and
- (7) delisting of any of the Company's share capital.

76B. ACTIONS REQUIRING SPECIFIC APPROVAL OF THE BOARD:

The following corporate actions of the Company shall require the approval of the Board:

- (1) Subject to the policy approved by the Board under Section 208, transactions with any related person as defined in that Section, other than those conducted at arms' length in the normal course of business;
- (2) changing the Company's external auditors or changing the fiscal year of the Company;
- (3) making any new investment in or acquiring a business above the threshold as fixed by the Board; or
- (4) declaration or payment of any dividend/ return, distribution or redemption inconsistent with the Memorandum and Articles, or the dividend/ return policy of the Company, if any.

XVII. PROCEEDINGS OF DIRECTORS

77. MEETINGS OF DIRECTORS:

The Directors may meet together, at least once in each quarter of the year, for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit in accordance with the Applicable Law. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

78. QUORUM FOR MEETINGS:

The quorum necessary for the transaction of the business of the Directors shall be one-third (1/3) of the total number of Directors of the Company for the time being, or four (4) Directors, whichever number is greater. The meeting of Directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Articles for the time being vested in or exercisable by the Directors generally. The participation of Directors by video-conferencing or other audiovisual means shall also be counted for the purpose of quorum.

79. DIRECTORS' MEETINGS BY VIDEO CONFERENCING OR AUDIOVISUAL TECHNOLOGY:

The Board may determine to hold a meeting through video conferencing or any other audiovisual technology whereby all the Directors can, simultaneously, communicate to and with each other. A Director who is not within Pakistan, and has appointed an alternate, shall not be entitled to notice of any Directors' meeting, but notice shall be given to all duly appointed alternate Directors who may at the time be within Pakistan. Where Board meetings are held through video conferencing or other audiovisual means, the Secretary shall secure the recordings of such proceedings and shall be responsible for the safe custody of the recordings, which shall be kept together with other records of Board meetings.

80. DECISION MAKING:

(1) Questions arising at any meeting shall be decided by a simple majority of votes except in those cases where these Articles require a higher majority, the decision shall be by such a higher majority and, in case of an equality of votes, the Chairperson shall have a second or casting vote.

(2) The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below seven (7), the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a General Meeting of the Company, but for no other purpose.

81. CHAIRPERSON OF BOARD MEETINGS:

The Chairperson shall preside over the meetings but if no such Chairperson has been elected, or if at any meeting the Chairperson is not present within five (5) minutes after the time appointed for holding the same the Directors present in person shall choose one (1) of their number to be Chairperson of such meeting.

82. COMMITTEES:

(1) Subject to and in accordance with the Applicable Law and, in particular, Section 183 of the Act and the Code, the Directors may delegate any of their powers (not required to be exercised at a meeting of the Board) to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall in the exercise of the powers so delegated conform to any regulations of the Company that may be imposed on it by the Directors.

(2) Unless designated by the Directors a Committee may elect a chairperson of its meetings; if no such chairperson is designated or elected, or if any meeting the chairperson is not present in person at the time appointed for holding the same, the Members present may choose one (1) of their number to be chairperson of the Meeting.

(3) The Company will maintain an audit committee of its Directors consistent with good corporate practice in terms of the Code.

(4) A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present. The quorum for a meeting of a Committee, unless otherwise determined by the Directors, shall be a majority of the Committee.

83. RESOLUTION IN WRITING:

(1) Subject to the provisions of Section 183, a resolution in Writing Signed by all the Directors or the committee of Directors for the time being entitled to receive notice of a meeting of the Directors or committee of Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors or the committee of Directors duly convened, provided that the resolution has been circulated, together with the necessary papers (through email, telex, telegram, facsimile or any other form of Electronic transmission) to all the Directors. Such resolution shall be noted at a subsequent meeting of the Board or the Committee thereof, as the case may be, and made part of the minutes of such meeting.

(2) The resolution in Writing of the Company may consist of:

- (a) several copies of a document Signed by one (1) or more Director(s), which takes effect at the date and time on which the last Director, necessary for the resolution to be passed, Signs a copy of the resolution; or
 - (b) a Record of several Signed Electronic messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, which takes effect on the date on which the last Director's message, necessary for the resolution to be passed, is received.
- (3) For the purpose of this Article, the Signature of an Alternate Director shall suffice in lieu of the Signature of the Director appointing him.
- (4) A Directors' agreement to a written resolution, passed by circulation, once signified, may not be revoked.

84. VALIDITY OF DIRECTORS' ACTS:

All acts done at any Board meeting or at a meeting of a committee of the Board or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the Director(s) or person(s) acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office, be as valid as if every such person had been duly appointed and was qualified to be a Director. Provided that as soon as any such defect has come to notice, the Director shall not exercise the right of his office till the defect has been removed.

85. DIRECTOR MAY HOLD OFFICE OF PROFIT:

Subject to the sanction of the Company in General Meeting, a Director may be employed by or hold any office of profit under the Company in conjunction with the office of Director, other than that of Auditor, and on such terms as to remuneration and otherwise as the Directors may determine.

XVIII. ALTERNATE DIRECTORS

86. ALTERNATE DIRECTORS:

A Director who is about to leave or is absent from Pakistan may with the approval of the Directors appoint any person to be an Alternate Director during his absence from Pakistan provided such absence shall not be less than for a period of three (3) Months and such appointment shall have effect and such appointee, whilst he holds office as an Alternate Director, shall be entitled to exercise in place of his appointer all the functions of his appointer as a Director of the Company but he shall ipso facto vacate office as and when his appointer returns to Pakistan or vacates office as a Director or removes the appointee from office. Any appointment or removal under this Article shall be effected by notice in Writing under the hand of the Director making the same. Such Alternate Director may be one (1) of the Directors of the Company and may be the alternate for more than one (1) Director. In such case he shall be entitled to act in multiple capacities. The remuneration of Alternate Directors shall be determined by the Board.

XIX. DEBENTURE DIRECTORS

87. DEBENTURE DIRECTOR:

If and when Debentures of the Company are issued, the holders thereof shall have the right to appoint and from time to time remove and re-appoint a Director in accordance with the provision of the Trust Deed securing the said Debentures. The Director appointed under this Article is herein referred to as the Debenture Director and the term "Debenture Director" means the Director for the time being in office under this Article.

XX. REMUNERATION OF DIRECTORS

88. REMUNERATION OF DIRECTORS:

(1) The remuneration of the Directors for attending meetings of the Board or Committees of Directors shall from time to time be determined by the Board.

(2) The Board may pay to any Director who, for the time being, is resident out of the place at which any Board meeting may be held and who shall come to that place for the purpose of attending such meeting, such sum as the Directors may consider fair and reasonable for his expenses and loss of time in connection with his attendance at the meeting in addition to his remuneration as above specified.

(3) The Company shall reimburse the expenses of the nominee Director of the holders of Preference Shares/Convertible Stock after conversion into ordinary shares for reasonable costs incurred in attending meetings of the Board and will indemnify such Director in respect thereof.

89. REMUNERATION FOR EXTRA SERVICES:

If any Director is called upon to perform extra services (including the holding of office of Chairperson) or to make special exertions for any of the purposes of the Company, or to give any special attendance to the business of the Company, the Directors may remunerate the Director(s) so doing and his remuneration should be determined by the Directors, provided that if as a consequence of performing extra services and receiving remuneration, the Director holds an office of profit, the approval of the Company in General Meeting will be required.

XXI. CHIEF EXECUTIVE OFFICER AND OTHER PRINCIPAL OFFICERS OF THE COMPANY

90. CHIEF EXECUTIVE OFFICER:

(1) Subject to Sections 186 to 189 of the Act, within fourteen (14) days from the date of an election of Directors under Article 67 or within fourteen (14) days from the date on which such office falls vacant for whatsoever reason, the Directors shall appoint any person (individual) including an elected Director as the Chief Executive Officer of the Company designated as the Chief Executive Officer, Managing Director, President or such other designation as the Directors may determine from time to time. Appointment of a Chief Executive Officer shall be made for such period (not exceeding three (3) Years from the date of appointment) and on such terms including remuneration as the Board shall determine.

(2) In accordance with Section 190 of the Act, the Directors may, by resolution passed by not less than three-fourth ($\frac{3}{4}$ th) of the total number of Directors for the time being or the Company may by Special Resolution, remove a Chief Executive Officer before the expiration of his term of office notwithstanding anything contained (if any) in the Articles or in any agreement between the Company and the Chief Executive Officer.

(3) A Chief Executive Officer, if he is not already a Director of the Company, shall be deemed to be its Director and be entitled to all the rights and privileges and subject to all the liabilities of the office of Director of the Company. The Chief Executive Officer shall, subject to the control and supervision of the Board, undertake the engagement and dismissal of managers, engineers, assistants, clerks and labourers, and shall have power and control over the management of the business of the Company with full power (other than the powers required to be exercised at meetings of the Board) to do all acts, matters and things, deemed necessary, proper or expedient for carrying on the business and concerns of the Company including the power to make and Sign all contracts and to draw, Sign, accept, endorse and negotiate, on behalf of the Company, all bills of exchange, promissory notes, hundies, cheques, drafts, Government promissory notes and other Government securities and other instruments. All moneys belonging to the Company shall be paid to such bankers as the Directors shall deem expedient and all receipts for moneys paid to the Company shall be Signed by the Chief Executive Officer whose receipt shall be effectual discharge for the moneys therein stated to have been received. The Chief Executive Officer may delegate all or some of his powers to such other Directors, managers, agents or other persons, as he may think fit and shall have power to grant to any such persons such powers of attorney as he may deem expedient and such powers at pleasure to revoke.

91. OTHER PRINCIPAL OFFICERS:

(1) The Directors may appoint other principal officers of the Company including without limitation the Vice Chairperson, Vice President, Deputy Managing Director, Executive Director, Chief Operating Officer, Chief Financial Officer, head of internal audit and the Secretary and give such officers such designations with such terms and conditions as the Directors may determine from time to time. The remuneration of the principal officers shall be determined by the Board.



(2) The Directors shall have the power at any time and from time to time to appoint any qualified person or persons as a Technical Director or Directors and such Technical Director or Directors may be appointed only for a number of meetings and/or for a fixed period on such special remuneration as may be determined by the Board. The number of such Directors shall not be counted within the maximum or minimum for the number of Directors in these Articles.

XXII. MINUTES

92. MINUTE BOOKS:

Subject to Section 178, the Company shall keep records comprising-

- (a) all resolutions of the Board passed by circulation; and
- (b) minutes of all proceedings of Board Meetings or committee of Directors along with the names of participants, to be entered in properly maintained books.

Minutes so recorded, authenticated by the Chairperson of the meeting or by the Chairman of the next meeting, shall be the evidence of the proceedings at the meeting. Until the contrary is proved, every meeting of Board or committee of Directors in respect of the proceedings whereof minutes have been so made shall be deemed to have been duly called, held and conducted. A copy of the draft minutes of meeting of Board shall be furnished to every director within fourteen days of the date of meeting.

The records shall be kept at the registered office of the Company from the date of the resolution, meeting or decision simultaneously in physical and electronic form and shall be preserved for at least ten years in physical form and permanently in electronic form.

XXIII. REGISTERS

93. REGISTER OF MEMBERS:

(1) The Directors shall cause to be kept, in one or more books or as an Electronic Record, a Register of Members.

(2) The Register, in whichever form, shall be kept at the Office and, except when closed under the provisions of Article 28, shall be open to the inspection of the Members during business hours, subject to any reasonable restriction from time to time imposed by the Company in General Meeting. No notice of any trust shall be entered in the Register.

94. REGISTER OF DIRECTORS AND OTHER OFFICERS:

In accordance with Section 197 of the Act, the Company shall keep at the Office a register or a Record in Electronic form, containing the names, addresses and occupations of its Directors and officers, including the Chief Executive, the Chief Financial Officer, the Auditors and the Legal Adviser, and shall send to the Registrar a copy of such register or Electronic form thereof, and shall notify the Registrar of any change that takes place in such register within fifteen (15) days of such change taking place.

95. REGISTER OF DIRECTORS' SHAREHOLDINGS:

The Directors shall maintain a register of the shareholding and related particulars of the Directors, executive officers and substantial shareholders in accordance with Section 102 of the Securities Act, 2015 and shall comply with the requirements of that section and related provisions of the Securities Act, 2015.

96. REGISTER OF DIRECTORS' INTERESTS:

The Directors shall maintain a register of all contracts, arrangements or appointments in which Directors are interested, in accordance with Section 209 of the Act and shall comply with the requirements of that Section and related provisions of the Act.

97. REGISTER OF MORTGAGES:

The Directors shall, in accordance with Section 112 of the Act, maintain a register of all mortgages and charges specifically affecting the property of the Company and requiring registration under the Act, and shall comply with the requirements of that Section and the related provisions of the Act.

XXIV. SEALS

98. COMMON SEAL:

The Directors shall provide a common Seal for the purposes of the Company, which shall have the Company's name engraved on it in legible form, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Directors shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by or under the authority of the Directors or a committee of the Board and in the presence of at least two (2) Directors or one (1) Director and the Secretary who shall Sign every instrument to which the Seal is affixed.

99. OFFICIAL SEAL:

The Directors may provide for the use in any territory, outside Pakistan, in accordance with Section 203 of the Act and the official Seal shall be a facsimile of the common Seal of the Company, with the addition on its face of the name of every territory where it is to be used. The official Seal shall be affixed by a person duly authorised in this behalf by the Company in writing under its Common Seal on any deed or other document to which the Company is a party in that territory. The Directors shall comply with the requirements of Section 203 of the Act.

XXV. DIVIDENDS

100. DECLARATION OF DIVIDENDS:

(1) Subject to the provisions of Sections 240 to 243 of the Act, the Company in General Meeting may, from time to time, declare a Dividend, such Dividend shall be paid to the Members, within such period after its declaration as may be notified by the Commission under the Act, in proportion to the number of Shares held by the Members and the amount paid up thereon.

(2) No Dividends shall exceed the amount recommended by the Directors.

101. INTERIM DIVIDENDS:

The Directors may from time to time pay to the Members such interim Dividends as appear to the Directors to be justified by the profits of the Company. Such Dividend shall be paid to the Member within such period after its declaration as is notified by the Commission under the Act.

102. DIVIDENDS PAYABLE OUT OF PROFITS:

No Dividends shall be paid otherwise than out of profits of the Year or any other undistributed profits and no Dividend shall carry interest as against the Company. Subject to the Applicable Law and any exemption in force, Dividends shall be paid subject to the deduction of Zakat, income tax and any other tax or duty in respect of which the Company may be chargeable.

103. DIVIDENDS PAYABLE ON AMOUNT PAID ON SHARES:

(1) Subject to the rights of persons (if any) entitled to Shares with special rights as to Dividends, all Dividends shall be declared and paid according to the amounts paid on the Shares. If any Share is issued on the terms that it shall rank for Dividend as from a particular date, such Share shall rank for Dividend accordingly.

(2) If several persons are registered as joint-holders of any Share, any one of them may give effectual receipts for any Dividend payable on the Share.

(3) Notice of any Dividends that may have been declared shall be given in the manner hereinafter mentioned to the persons entitled to Share therein.

(4) No Dividend shall bear interest against the Company.

104. MODE OF PAYMENT OF DIVIDENDS:

Dividends payable in cash shall be paid through electronic mode directly into the bank accounts designated by the entitled shareholders.

105. EFFECT OF TRANSFER:

The Directors may retain the Dividends payable upon Shares in respect of which any person is, under Articles 31 and 32, entitled to become a Member or when any person under the said Articles is entitled to transfer, until such person shall become a Member in respect thereof or shall duly transfer the same.

106. FORFEITURE OF DIVIDENDS:

All Dividends unclaimed for one (1) Year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all Dividends unclaimed for three (3) Years after having been declared shall be deposited by the Company to the credit of the Federal Government in terms of and after complying with the requirements of Section 244 of the Act.

XXVI. CAPITALISATION

107. CAPITALISATION OF RESERVES:

(1) The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of Dividend and in the same proportions on condition that the same be not paid in cash but be applied in paying up in full unissued Shares or Debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.

(2) Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully-paid Shares or Debentures if any and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalization, and any agreement made under such authority shall be effective and binding on all such Members.

XXVII. RESERVES

108. RESERVE FUND:

The Directors may provide for the establishment of reserve funds in accordance with the Applicable Law.

XXVIII. ACCOUNTS

109. INCLUSION OF ELECTRONIC FORMS OF RECORD:

References to books of account, balance sheets, profit and loss accounts and Auditors' reports shall hereinafter *mutatis mutandis* include all Electronic forms of Record or storage of the Company.

110. BOOKS OF ACCOUNT AND PLACE WHERE ACCOUNTS KEPT:

(1) The Directors shall cause to be kept such books of account as are prescribed by Section 220 of the Act. The Directors shall cause to be kept proper books of account and other relevant books and papers and financial statements for every Year which gives a true and fair view of the state of the affairs of the Company, including that of its branch office(s), including particulars relating to utilization of material or labour or the other inputs or items of cost and:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditure take place;
- (b) all sales and purchases of goods by the Company;
- (c) the assets and liabilities of the Company; and
- (d) any other statutory requirement.

(2) The books of account shall be kept at the Office or at such other place as the Directors shall think fit and shall be open to inspection by the Directors during business hours.

111. ANNUAL FINANCIAL STATEMENTS:

(1) The Directors shall as required by Sections 223, 225, 226, 227 and 233 of the Act, cause to be prepared and to be laid before the Company in General Meeting its financial statements including along with reports of the Directors and Auditors and the review of the Chairperson as are referred to in those Sections, made up to a date of the close of financial Year adopted by the Company and laid within a period of one hundred and twenty days following the close of the financial Year of the Company before such meeting, or such other period as may be required by the Applicable Law, and file with the Registrar duly authenticated copies thereof as per the Act.

(2) The financial statements of the Company shall give a true and fair view of the state of affairs of the Company and shall comply with the financial reporting standards notified by the Commission, and shall be prepared in accordance with the requirements listed for listed companies in the Third and Fourth Schedule of the Act.

112. QUARTERLY FINANCIAL STATEMENTS:

In accordance with Section 237 of the Act, the Company shall prepare and circulate to the Members the quarterly financial statements, in accordance with the Act, within:

- (a) thirty days of the close of the first and third quarters of its year of accounts; and
- (b) sixty days of the close of the second quarter of its year of accounts.

113. COPIES OF FINANCIAL STATEMENTS:

(1) The quarterly financial statements shall be posted on the Company's website for the information of the Members and shall also be transmitted electronically to the Commission, Stock Exchange and Companies' Registrar within the period specified in the preceding clause of this Article. Where so requested by a Member, the Company shall dispatch a copy of the quarterly financial statements to the Member in physical form. Where the Commission has specified a time period for which the quarterly financial statements shall be made available on the website of the Company, the Company shall make available its quarterly financial statements on its website for such period.

(2) A copy of the annual audited financial statements together with the Auditor's report, Directors' report and the Chairperson's review shall not less than twenty one (21) days before the date of the General Meeting at which the same will be considered and adopted, be sent to the persons entitled to receive notice of General Meetings, either by post or electronically. Simultaneously with the dispatch of the financial statements and the reports of Directors and Auditors and Chairperson's review, the Company shall send three (3) copies of the same by post and one (1) copy electronically to the Commission, Registrar and the Stock Exchange.

(3) The financial statements shall also be posted on the Company's website.

114. The Directors shall in all respects comply with Sections 220 to 239 of the Act and all other related provisions of the Act and Applicable Law in regard to the accounts of the Company.

XXIX. AUDIT

115. ANNUAL AUDITS AND APPOINTMENT OF AUDITOR(S):

Once at least in every Year the accounts of the Company shall be examined and the correctness of the financial statements ascertained by one (1) or more Auditor or Auditors. The Auditor(s) shall be appointed at each Annual General Meeting and hold office from the conclusion of the meeting until the conclusion of the next Annual General Meeting. Auditor(s) shall be appointed at the recommendation of the Board - after having received consent from the Auditor(s) - and notice to this effect shall be included in the notice of the Annual General Meeting.

116. TERM OF OFFICE AND REMUNERATION OF AUDITOR(S):

The duly appointed Auditor(s) of the Company shall, in accordance with Section 246 of the Act, hold office until the conclusion of the next Annual General Meeting.

117. QUALIFICATION AND DISQUALIFICATION OF AUDITORS:

Only a firm of chartered accountants having a valid certificate from the Institute of Chartered Accountants and duly recommended by the Board on the recommendation of the Audit Committee shall be appointed as the Auditors, provided it is not disqualified from being appointed under the Applicable Laws, in particular, Section 247 and the Code.

118. FILLING OF CASUAL VACANCY:

Any casual vacancy occurring in the office of Auditor shall be filled up by the Directors within thirty (30) days from the date thereof, and any Auditor so appointed shall continue in office until the conclusion of the next Annual General Meeting.

119. RIGHTS AND DUTIES OF AUDITORS:

(1) The Auditor(s) shall have the right of access at all times to the company's books of accounts, to copies of extracts from books of accounts of branches, to information from such persons as identified in Section 248(1) (c) of the Act. The Auditor(s) shall conduct the audit and prepare a report to the Members in compliance with Section 249 on the accounts and books of accounts of the Company and on every financial statement and other document forming part of the financial statements or appended thereto.

(2) The Auditor(s) or persons authorised by the Auditor(s) in writing shall be present at the General Meeting in which the financial statements and the Auditor's Report are to be considered.

120. AUDITED ACCOUNTS TO BE CONCLUSIVE:

(1) Every account of the Company, when audited and approved by an Annual General Meeting, shall be deemed conclusively correct.

(2) The Directors shall comply with or ensure compliance by the Company with Sections 246 to 251 of the Act and other related provisions of the Act and of the Applicable Law in regard to appointment of Auditors and audit.

XXX. NOTICES

121. NOTICES:

(1) The Company shall comply with such provisions of the Applicable Law as may apply to the manner in which certain notices are to be issued, served and/or received by the Company.

(2) The Company shall comply with such provisions of the Applicable Law as may apply to the manner in which certain notices are to be published in the newspaper(s) by the Company.

(3) Notwithstanding the generality of Clauses (1) and (2) of this Article:

(a) A document or information may be served on a Member at his registered address or, if he has no registered address in Pakistan, at the address supplied by him to the Company for the giving of notices to him against an acknowledgement or by post or courier service or through electronic means or in any other manner as may be specified.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter will be delivered in the ordinary course of post.

(c) A notice may be given by the Company to the joint-holders of a share by giving the notice to the joint-holder named first in the register in respect of the share.

(d) A notice may, in the manner provided in (a) above, be given by the Company to the person entitled to a share in consequence of death or insolvency of a member addressed to him by name or by the title or representatives of the deceased or assignees of the insolvent or by any like description, at the address supplied for the purpose by the person claiming to be so entitled.

XXXI. AMALGAMATION, DIVISION AND RECONSTRUCTION

122. AMALGAMATION, DIVISION AND RECONSTRUCTION:

Subject to and in accordance with the Applicable Law and, in particular, Sections 279 to 285 of the Act, the Company may reconstruct, amalgamate into another company or divide into two (2) or more companies, in the process of which the whole or any part of the undertaking, property or liabilities of the Company or any other company, may be transferred to any other company or the Company, respectively, as the case may be. Provided that, subject to Applicable Law, on any sale of the undertakings of the Company, the Directors or the liquidators on a winding up may, if authorised by a Special Resolution, accept fully paid Shares, Certificates or securities of any other company, either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors (if the profits of the Company permit) or the liquidators (in a winding up), may distribute such Shares or securities or any other properties of the Company amongst the Members without realisation, or vest the same in trustees for them, and any Special Resolution may provide for the distribution or appropriation of the cash, Shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the Members or contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve, and all holders of Shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto save only such statutory rights (if any) as are, in case the Company is proposed to be or is in the course of being wound up, incapable of being varied or excluded by these Articles.

XXXII. INDEMNITY AND RESPONSIBILITY

123. INDEMNIFICATION:

Every Director, Chief Executive Officer, agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal arising out of any action taken in carrying out the business of the Company in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under Section 492 in which relief is granted to him by the Court.

124. EXEMPTION FROM LIABILITY:

Subject to the provisions of the Applicable Law, in particular, Section 180 of the Act, no Director, Chief Executive Officer, Secretary or other officer or servant of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or servant, or for joining in any receipt or other act for conformity, or for loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Director for or on behalf of the Company, for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part or of any other loss, damage or misfortune whatsoever which shall happen in execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty, negligence, default, breach of duty or breach of trust.

XXXIII. WINDING-UP

125. WINDING-UP:

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

125A. ENTITLEMENT OF THE HOLDERS OF PREFERENCE SHARES/CONVERTIBLE STOCK:

In the event of the winding up of the Company, the holders of the Preference Shares/ Convertible Stock will receive, in preference to the ordinary shareholders, an amount out of the liquidation proceeds consisting of the original subscription price plus accrued and unpaid dividend/return in Pak Rupee terms. After receipt of such amount, as described above, the holders of the Preference Shares /Convertible Stock will not participate in further liquidation proceeds.

XXXIV. SECRECY

126. SECRECY:

(1) Every Director, Auditor, trustee, member of a committee, officer, manager, servant, agent, accountant or other persons employed in the business of the Company shall, if so required by the Directors, before entering upon his duties, Sign a Written declaration pledging himself to observe strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and all matters relating thereto and shall, by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required so to do by the Directors or by any General Meeting or by a Court of Law or by the person to whom such matters relate, with the permission of the Board, except in so far as may be necessary in order to comply with any of the provisions in these Articles.

(2) Any Director or officer of the Company shall be entitled, if he thinks fit, to decline to answer any question concerning the business of the Company which may be put to him on the ground that the answer to such question would disclose or tend to disclose the trade interests of the Company.

127. DISMISSAL OF OFFICER OR EMPLOYEE:

Any officer or employee of the Company proved to the satisfaction of the Company to have been guilty of disclosing the secrets of the Company shall be liable, without prejudice to any other claim of the Company against him, to instant dismissal without notice at the discretion of the Directors.



128. MEMBERS' ACCESS TO COMPANY PREMISES:

No Member or other person not being a Director or other officer of the Company, shall be entitled to enter upon the property of the Company or to inspect or examine the Company's premises or properties without the permission of a Director, or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery or secret process or price sensitive information or of any matter whatsoever which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, will be inexpedient in the interests of the Members to communicate to the public.

XXXV. ARBITRATION

129. DIFFERENCES TO BE REFERRED TO ARBITRATOR:

Subject to Sections 276 to 278, whenever any difference arises between the Company on the one hand and any of the Members, their executors, administrators or assigns on the other hand, touching the true intent or construction, or the incident or consequences of these Articles or of the Applicable Law, or touching anything there or thereafter done, executed, omitted or suffered in pursuance of these Articles or of the Applicable Law, or touching any breach or alleged breach of these Articles, or any claim on account of any such breach or alleged breach, or otherwise relating to the premises, or to these Articles or to the Applicable Law or to any of the affairs of the Company, every such difference shall, as a condition precedent to any other action at law be referred, in conformity with the Arbitration Act, 1940, or any statutory modification thereof and any rules made thereunder, to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two (2) arbitrators of whom one (1) shall be appointed by each of the parties in difference, or in the event of the two (2) arbitrators not agreeing, then of an umpire to be appointed by the two (2) arbitrators, in Writing, before proceeding on the reference, and such decision shall be final and binding on the parties.

XXXVI. GENERAL

130. COMPLIANCE WITH APPLICABLE LAW, ARTICLES AND REGULATIONS:

The Company shall comply with the Applicable Law, Articles and the regulations of the Company.

SUMMARY OF THE TERMS OF THE PREFERENCE SHARES/CONVERTIBLE STOCK

The following is a summary of the rights, preferences, privileges and restrictions which shall attach to the Preference Shares/Convertible Stock of the Company in terms of Annex "C" to the Subscription Agreement:

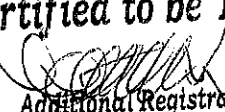
1. The preference dividend/return rate shall be 10% per annum in Pak Rupee terms and which shall be cumulative and deferrable up to year 2013. Thereafter it shall be paid each year till IFC exercises its right to convert the Preference Shares/Convertible Stock into ordinary shares of the Company.
2. If the aggregate amount of ordinary dividend distribution (X) is larger than the amount for the ordinary shareholders to reach the same level of IFC's preference dividend/return for the same year (Y), IFC will share the difference between X and Y pari passu with the ordinary shareholders on an as-converted basis.
3. The Preference Shares/Convertible Stock will have no voting rights and will not be eligible to receive bonus shares, if issued by the Company.
4. The Preference Shares/Convertible Stock shall be convertible into ordinary shares. The conversion ratio shall be 1:1, i.e. one 1 ordinary share for one 1 Preference Share/Convertible Stock. The conversion ratio of the Preference Shares /Convertible Stock shall be subject to adjustment on a full ratchet basis, to prevent dilution in the event that the Company issues or creates additional shares for no cash consideration (such as bonus shares, share splits, reverse splits).
5. The holders of Preference Shares/Convertible Stock may, in their discretion, offer the Preference Shares/Convertible Stock for purchase/redemption by the Company in cash instead of the Company issuing ordinary shares. In such case, the Company may, in its discretion, purchase/redeem the Preference Shares/Convertible Stock offered to it for purchase/redemption in cash or may in its discretion refuse to purchase/redeem such Preference Shares/Convertible Stock. In case of such refusal by the Company, the holders of Preference Shares/Convertible Stock shall have the right to either retain the Preference Shares/Convertible Stock as Preference Shares/Convertible Stock or to convert the same into ordinary shares.



We, the several persons whose names and addresses are subscribed below are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names:

No.	Names, addresses and description of subscribers	Number of shares	Names, addresses and descriptions of witnesses
1.	Syed Babar Ali 18, Victoria Road, Karachi Merchant	One	
2.	Zaka Rahmatulla C/o Syed A & M Wazir Ali, 140, Bunder Road, Karachi Merchant	One	R. M. Bilimoria, Incorporated Accountant Registered Accountant C/o Rahim Jan & Co., Adamjee Chambers, Meleod Road, Karachi-2
3.	Syed Wajid Ali 18, Victoria Road, Karachi Merchant	One	
4.	Syed Maratib Ali 18, Victoria Road, Karachi Merchant	One	

Dated this 26th day of January 1956

Certified to be True Copy

 Additional Registrar of Companies

24-05-2018

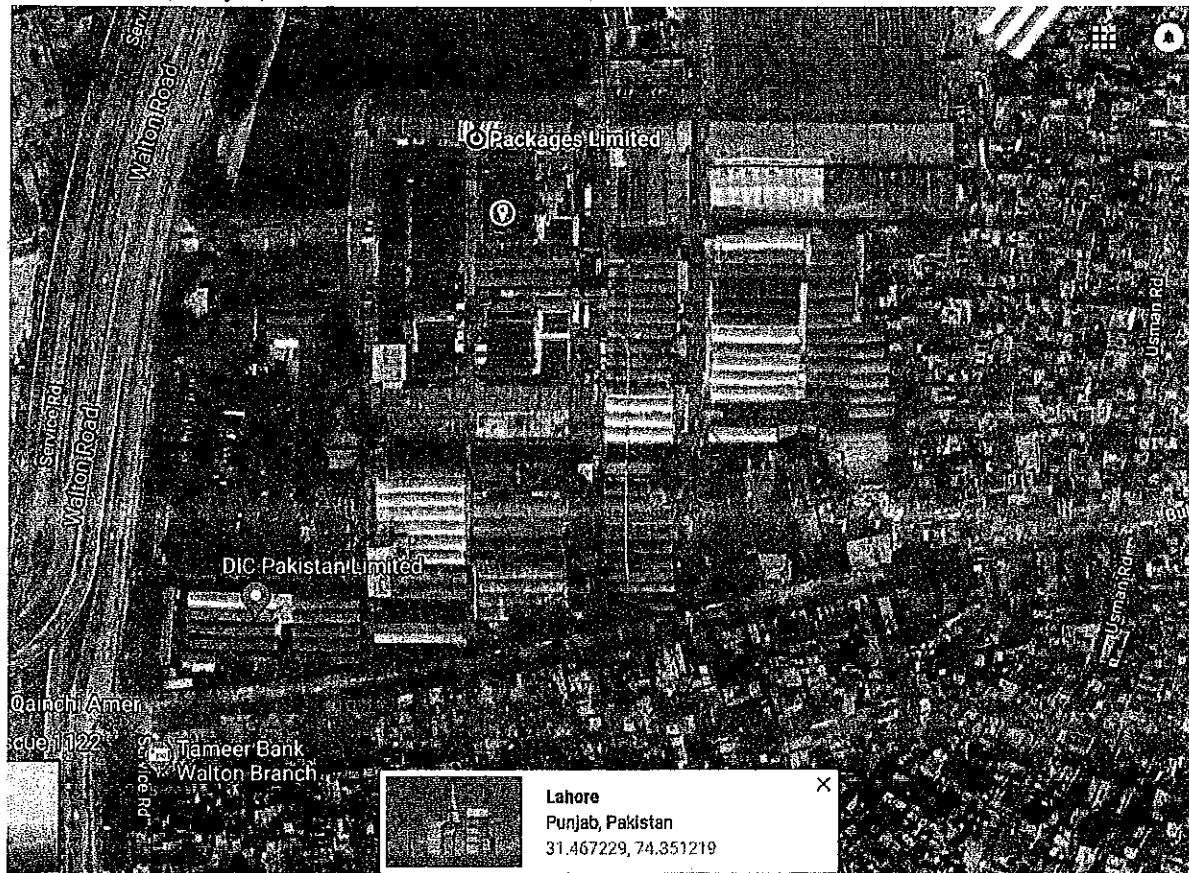
Annexure F- Location Map

Packages Ltd.

A Packages group company

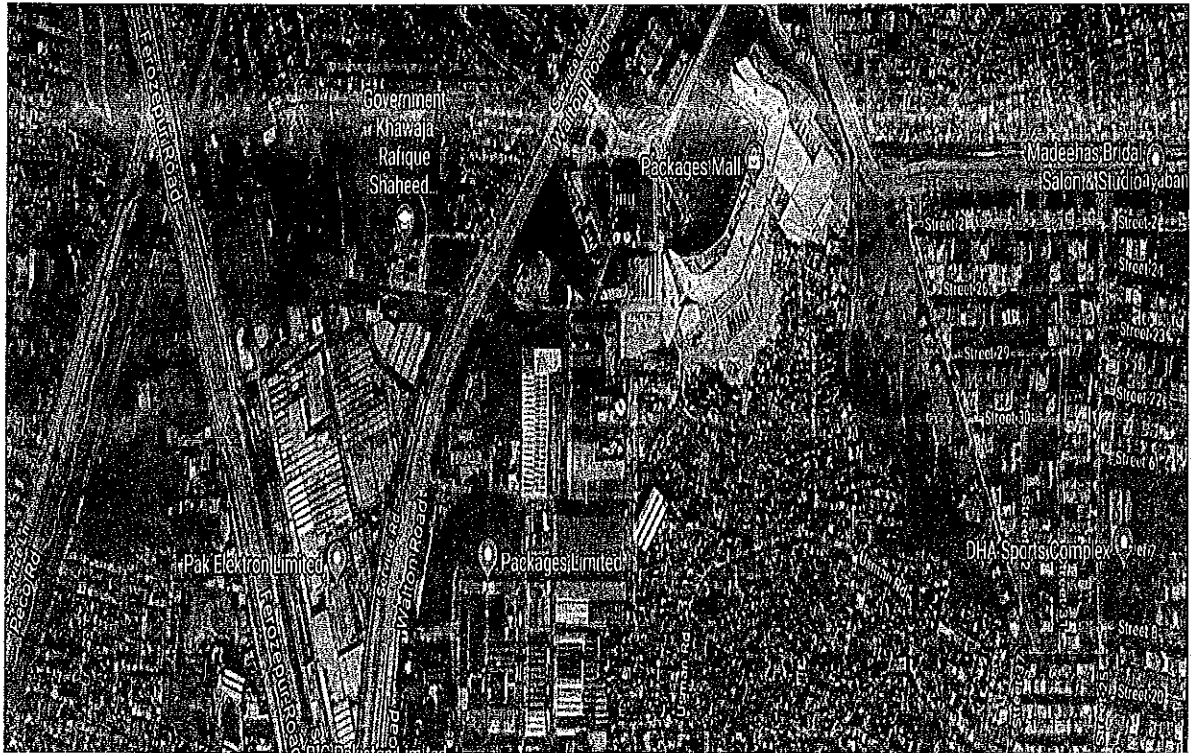
Head Office:

Shahrah-e-Roomi, P.O Amer Sidhu,
Lahore-54760, Punjab, Pakistan



Packages Mall

31.471216, 74.355939



Annexure J- Environmental Study Report

Assistant Director (EIA)
EPA, Punjab

Director (EIA), EPA
No. 258
Date 2-4-18

30th March, 2018

FILING OF INITIAL ENVIRONMENTAL EXAMINATION (IEE) REPORT TO
OBTAIN ENVIRONMENTAL APPROVAL UNDER SECTION-12 OF PEPA
(AMENDED) 2012 FOR 10.4 MW PACKAGES POWERHOUSE AT SHAHRAH E
ROOMI P.O. AMER-SIDHU, LAHORE.

Sir,

Enclosed herewith please find printed copies and two electronic copies of IEE report for the
"10.4 MW Packages Powerhouse at Shahrah e Roomi P.O. Amer-sidhu, Lahore.

Also find enclosed with this letter the pay order of PKR 15,000 made in favor of the Director
General EPA (Punjab) on account of IEE report. (Pay Order No.3610748, Bank MCB Walton
Road Branch, Lahore).

It is requested to kindly review the report and grant the necessary approval for the above titled
project.

Thanking You.
Yours Truly,



Mr. Asghar Abbas
Proponent
10.4 MW Packages powerhouse, Lahore

EXECUTIVE SUMMERY

INTRODUCTION

This executive summary presents an overview of the main findings of the Initial Environmental Examination (IEE) report for the 10.4 MW Packages Powerhouse which is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore. Packages Limited is at the forefront of new developments in packaging research and pioneered several innovations, including the use of wheat straw as a raw material for paper and board manufacture. The powerhouse of Packages Limited was constructed in 28-12-1994 and energy is being utilized in environment friendly way and Packages Limited is independent in energy concerns.

SALIENT FEATURE OF PROJECT

Title and Location of Project:

Title of proposed project is "10.4 MW Packages Powerhouse which is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore". The powerhouse is located within the Packages Limited which is working since 1994.

About Proponent:

Name of Proponents: Mr. Asghar Abbas is proponent of said project (10.4MW Packages Powerhouse).

Address of the Proponent: H # 177-A, Sector EM, Muhallah DHA, Multan Road Lahore.

Environmental Consultants

An Initial Environmental Examination (IEE) report has been prepared to identify and predict the significant environmental impacts likely to arise from the commencement of the project along with environmental impact statement followed by delineation of appropriate Environmental Management Plan and Environmental Monitoring Plan to check the implementation of the EMP. Proponent of Packages Limited has decided to



conduct IEE study through Environmental Consultants, , Ecosphiron (Pvt.) Limited, Office # 2, F-2, 9 Kashmir Block, Jalal Center, Allama Iqbal Town, Lahore.

Contact Numbers: 0322 4908520, 0301 4276787, 0313 6584457

Email Address: ecosphiron@gmail.com, consultants@ecosphiron.com

A Brief Outline of Proposal

The project is 10.4 MW Packages Powerhouse is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore. Packages Limited is established in 1968 and its powerhouse is working since 1994. The project is working in environment friendly way. Powerhouse of Packages Limited is in closed hall and well mechanized system from where chances of noise and air pollution are negligible. The regular monitoring is conducted by SGS labs and results show all parameters are within the limits set by EPA, Punjab. There is domestic solid waste and wastewater which are tackled by sanitary workers of Packages Limited and septic tanks respectively. Thus project makes the Packages Limited independent in energy concerns. Project is environment friendly in all aspects.

The Major Impacts & Recommended Mitigation Measures

Keeping in view, all the findings of the baseline study, and through general observation and desktop study, and understanding of the activities and processes involved in the project, environmental impacts have been anticipated. Following impact assessment methodology; i.e. defining the criteria for evaluation of the impacts, identification of mitigation measures (all possible options), evaluation of the residual impacts and identification of the monitoring requirements, adequate and effective mitigation measures have been proposed for all operation related likely environmental impacts of the project. These mitigation measures are proposed in order of attempts to eliminate or minimize the impact, provide some compensation or rehabilitate the environment by some means.

Weather describes an impact as having both spatial and temporal impacts, which can be described as the change in an environmental parameter over a specified period and within



a defined area, resulting from a particular activity compared with the situation which would have occurred had the activity not been initiated.

The expected impacts from the project are mostly insignificant and others are of limited nature. In this regard possible improvements and mitigation measures have been taken. The study also shows that there will be no exploitation and consequential depletion of the local natural resources.

The general approach to Environmental Management Plan for the Project, for the operational phase of the Project has been presented, along with an outline plan for the Project Environmental Management Plans (EMPs). Site specific and practically suitable mitigation measures are recommended to mitigate the impacts.

Monitoring:

Monitoring at the project has been conducted for ambient air, water and noise and the reports demonstrated that results are within the limits prescribed by PEQS (2016).

Conclusion The Initial Environmental Examination (IEE) contains description of the project, description of the environmental baselines, potential environmental impacts and suggested mitigation measures. An implementation mechanism for mitigation measures in the form of an Environmental Management Plan is included in the study.

While the objectives of this study have been to describe the project and its environmental impact, it also identifies adverse environmental factors associated with the project. Appropriate mitigation measures as explained in the environmental study should reduce, if not eliminate, these impacts so that these are within acceptable limits.

It is further concluded that all potential environmental concerns associated with the project have been adequately addressed, and no further study is required in this context.



The main key persons involved in finalizing IEE report are following;

Ms. Yusra Mahfooz

(Environmentalist)

Ms. Shakeela Rani

(Environmentalist)

Mr. Istaqlal Haider

(Environmentalist)

Mr. Manzoor Ahmad

(Environmentalist)

For the Proponent

I have reviewed the project IEE report and found the contents to be valid and true to the best of knowledge and belief.

Mr. Asghar Abbas

Proponent

10.4MW Packages Powerhouse, Lahore



Table of Contents

EXECUTIVE SUMMERY.....	1
ANNEXURES	8
CHAPTER I: INTRODUCTION.....	9
1.0 Purpose.....	9
1.1 Identification of the Proponent.....	9
1.2 Environmental Consultants.....	9
1.3 Nature and Size of Project.....	10
1.4 Eco-Friendly Features of the Project.....	10
1.5 Location.....	10
1.6 Extent/scope of IEE Study.....	11
1.7 Structure of the Report.....	13
CHAPTER 2: DESCRIPTION OF THE PROJECT.....	14
2.1 Type and Category of Project.....	14
2.2 Mission Statement PACKAGES LIMITED - Lahore	14
Independent Energy House.....	15
2.3 Alternatives Considerations	15
2.4 Land use on the site.....	18
2.5 Road Access.....	19
2.6 Vegetation Feature on the site.....	19
2.7 Cost and Magnitude of operation and Associated Activities	19
2.8 Process Description	20
2.9 Energy System Equipment's Details:	21
2.10 Land Ownership	23
2.11 Man Power	23
2.12 Wastewater.....	23
2.13 Air Emission.....	23
2.14 Solid Waste Generation.....	23
2.15 Noise.....	23
2.16 Supplies	23
2.17 Staffing	24
2.18 Evacuation Plan.....	24
2.19 Security and Emergency Exits.....	24



2.20 Fire Fighting System	25
2.21 Restoration and Rehabilitation Plan:	25
2.22 Government Approvals:	25
2.23 Advantages of Project	25
CHAPTER III: STATUTORY REQUIREMENTS	27
3.1 General	27
3.2 Existing Legislation and Legal Framework	27
3.3 Institutional Setup	28
3.3.1 Environmental Protection Councils	28
3.3.2 Environmental Protection Agencies	28
3.3.3 Environment Protection Department, Punjab	28
3.3.4 Relevant Legal / Institutional Framework	28
3.4 Pakistan Environmental Protection Order (PEPO) 1983	29
3.5 Punjab Environmental Protection (Amendment) Act 2012	29
3.6 National Environmental Policy 2005	30
3.7 Review of IEE / EIA Regulations 2000	30
3.8 Guidelines for the Preparation of IEE/EIA Reports	31
3.9 The Punjab Local Government Ordinance, 2001	31
3.10 Pakistan Penal Code, 1860	32
3.11 The Land Acquisition Act, 1894	32
3.12 Factories Act, 1934	32
3.13 Labor Laws	32
CHAPTER IV: DESCRIPTION OF THE ENVIRONMENT	34
4.1 GENERAL	34
4.2 PHYSICAL ENVIRONMENT	34
4.2.1 Geological Formation	34
4.2.2 Climate	35
4.2.3 Temperature	36
4.2.4 Rainfall	36
4.2.5 Topography	37
4.2.6 Wind Direction	37
4.2.7 Ambient Air Quality	38
4.2.8 Water Resources	38



4.2.9	Noise Level.....	39
4.3	BIOLOGICAL ENVIRONMENT.....	39
4.3.1	Flora.....	39
4.3.2	Fauna.....	40
4.4	SOCIO ECONOMIC ASSESSMENT.....	41
4.4.1	Demographic Profile of Lahore.....	41
4.4.2	Health facilities.....	42
4.4.3	Educational Facilities.....	42
4.4.4	Transportation and Communication.....	43
4.4.5	Industrial Activities.....	43
4.4.7	Water Supply.....	43
4.4.8	Electric Supply.....	44
4.4.9	Telephone Facilities.....	44
4.4.10	Sites of Historical Significance in Lahore.....	44
CHAPTER V.....		46
SCREENING OF POTENTIAL ENVIROMENTAL IMPACTS AND MITIGATION MEASURES.....		46
5.1	General.....	46
5.2	Environmental Problems Due to Project Location.....	46
5.3	Environmental Problems Associated With Project Operations.....	48
5.6	Potential Environmental Enhancement Measures.....	54
CHAPTER VI.....		55
ENVIRONMENTAL MANAGEMENT AND MONITORING PLAN.....		55
6.0	Background:.....	55
6.1	EMMP Context:.....	56
6.2	EMMP Objective:.....	56
6.3	Environmental Policy.....	56
6.4	Environmental Management and Monitoring Plan Structure and Responsibility.....	57
6.5	Environmental Management Plan for Packages Limited, Lahore.....	59
6.6	Environmental Monitoring Plan.....	60
6.7	Institutional Arrangement.....	61
6.7.1	Reporting.....	61
6.7.2	Staff Training.....	61
6.8	Environmental Audits and Reviews.....	63



6.9 Public Consultation	63
6.10 Compensation in Money Terms	64
6.11 Replacement, Relocation and Rehabilitation	64
CHAPTER VII	65
CONCLUSIONS AND RECOMMENDATIONS	65
7.1 Conclusion	66

ANNEXURES

Annexure I	Glossary
Annexure II	List of Abbreviation
Annexure III	References
Annexure IV	List of Individuals carried out this IEE report Study
Annexure V	Land Documents
Annexure VI	Proponents CNIC
Annexure VII	Socio Economic Survey Forms
Annexure VIII	TORs
Annexure IX	Layout Plan of Project
Annexure X	Laboratory Reports
Annexure XI	Total Generation 2017
Annexure X	Safety Manual for Project



CHAPTER I: INTRODUCTION

1.0 Purpose

Project "10.4 MW Packages Powerhouse" is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore. The study has been carried out to estimate the potential environmental and social impacts, positive and negative, on the environment as well as socio-economic of the surrounding environment during operational phase. This report intends to provide satisfactory mitigation measures to avoid/eliminate any chance of adverse environmental impact on the socio-cultural, economic and environmental components. This report also intends to fulfill the regulatory requirements set under Punjab Environmental Protection Act 1997 (Amended 2012) and its consequent legislative framework for IEE/EIA including the IEE/EIA Regulations 2000 and the guidelines drafted for IEE and EIA under numerous sectorial heads. The entire set of legislative framework requires any new development project to undergo an IEE or EIA based on the categorization of the project under Schedule I and/or Schedule II.

1.1 Identification of the Proponent

Name of Proponents: Mr. Asghar Abbas is proponent of said project (10.4MW Packages Powerhouse).

Address of the Proponent: H # 177-A, Sector EM, Muhallah DHA, Multan Road Lahore.

1.2 Environmental Consultants

The Initial Environmental Examination (IEE) has been carried out by aptly skilled and duly qualified group of professionals working for the environmental consulting Services namely Ecosphiron (Pvt.) Limited. The consulting team can be approached through the following contact details:

Ecosphiron (Pvt.) Limited

Office # 2, F-2, 9 Kashmir Block, Jalal Center, Allama Iqbal Town, Lahore

0322 4908520, 0301 4276787, 0313 6584457

ecosphiron@gmail.com, consultants@ecosphiron.com

1.3 Nature and Size of Project

The project is 10.4MW Packages Powerhouse within the premises of Packages Limited. The project has been planned on the norms of sustainable designs and patterns provided under the legislative and sectorial guidelines of Environmental Protection Agency, Punjab. The total area of the project is 34, 55, 100. The project is working since 1994 in environment friendly way. There is no compromise for the core value of environment. Efficiency of project is worthy but environment friendly mechanism is preferable.

1.4 Eco-Friendly Features of the Project

Special feature of the project is its eco-friendly design through provision of unique elevation and landscaping. The basic idea of the concept is to create a safe, modern as well as environmental friendly design to ensure improved working conditions required by the potential users. The reason of adopting sustainability or 'bioclimatic' approach to the design provides opportunities to address problems relating to energy usage and air quality.

1.5 Location

The project "10.4 MW Packages Powerhouse" is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore.

The project site is surrounded by:

East: Walton road

West: Sky Electric (Pvt.) Limited

North: DIC Pakistan Limited

South: Commercial (Markets etc.)



1.6 Extent/scope of IEE Study

IEE is conducted under the legal framework of Punjab Environmental Protection Agency (PEPA). As per legal requirements, the Project will be reviewed in light of the provisions of Punjab Environmental Protection Act, (PEPA-2012) and IEE/ EIA Regulations 2000, issued by Pakistan Environmental Protection Agency (Pak EPA) and adopted by the EPA Punjab.

Secondary information for this Study was collected from the relevant departments and literature to identify physical, socio-economic and environmental issues of the Project Area. Relevant information available with the proponent on the physical, technical and institutional aspects of the Project was also utilized.

The IEE process followed all the complementary stages described in the guidelines for IEE/EIA preparation and review. A brief flowchart exhibiting the different stages involved is in figure 1.1

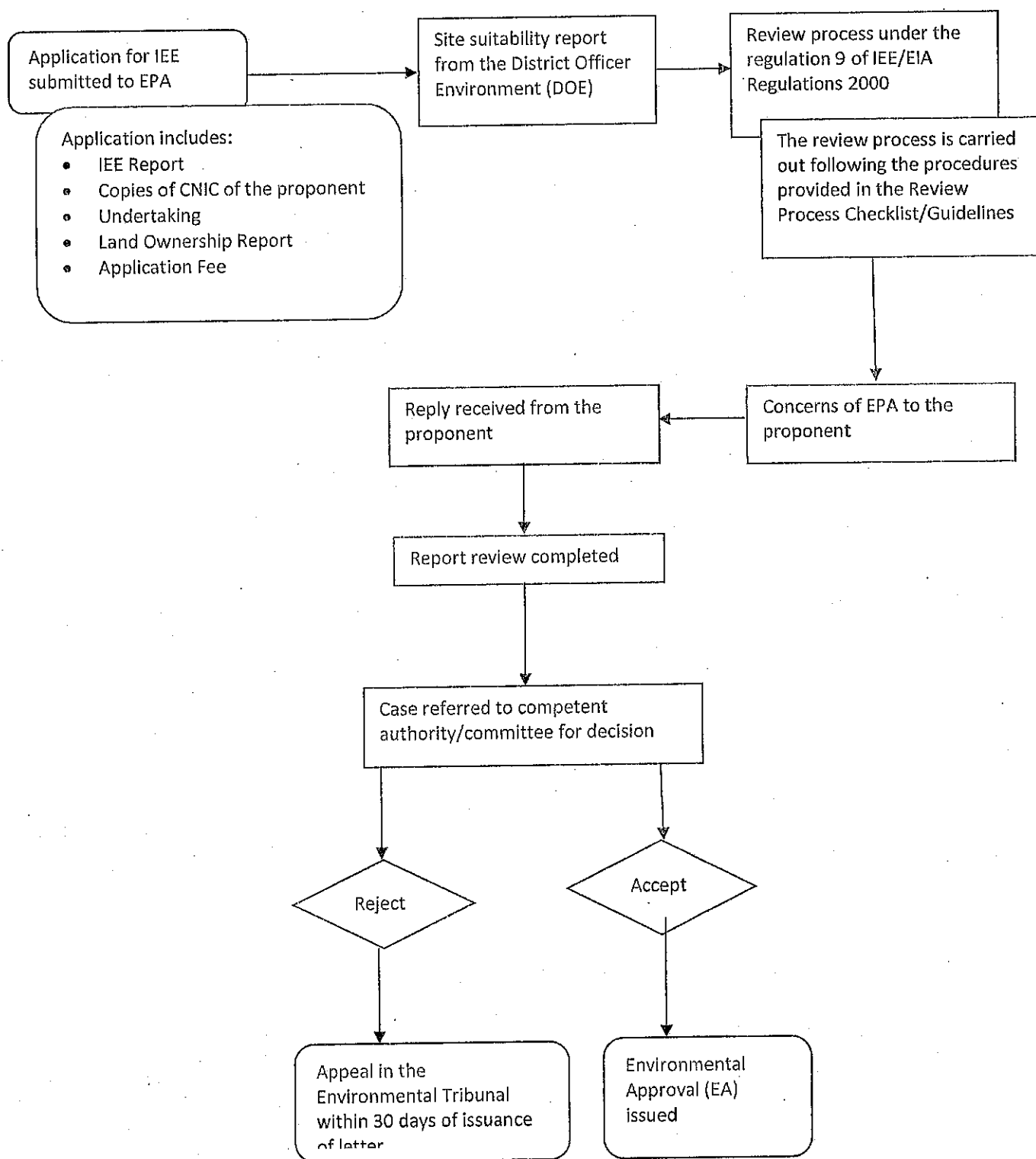


Fig 1.1: The IEE process flow chart



The format of this IEE covers the followings:

1.7 Structure of the Report

IEE report comprises following chapters:

Chapter 1: Introduction (A description of the project, proponent and consultants, the need for the project and the report and method of preparing it).

Chapter 2: Project Description (Full description of the relevant parts of the project and summary of project inputs and outputs).

Chapter 3: Policy, statutory, and institutional Framework (A description of the pertinent national & provincial legislations, regulations and policies that are relevant and applicable to the project and a demonstration of how the project conforms to these aspects).

Chapter 4: Description of the environment (Description of project area's existing physical, biological and socio-economic condition, including geomorphology and soils, water resources, air quality, flora, fauna and demography).

Chapter 5: Project Impacts and mitigations (Presents an assessment of the project's impacts, suggested mitigation measures on the Physical, Biological and Socioeconomic environment, residual impacts and the monitoring requirements).

Chapter 6: Environmental Management Plan (Provides Environmental Management Plan & Environmental Monitoring Plan for the construction & operational phase of the project).

Chapter 7: Conclusions & Recommendations (Concludes the IEE report with a few recommendations to conduct the project in environment-friendly manner).



CHAPTER 2: DESCRIPTION OF THE PROJECT

General

This section of the study renders a detailed account of the project and its salient features, such as location and various phases, Inputs and discharges relevant to different phases of the project, such as electricity & materials etc. have also been examined as a response to possible environmental concerns.

2.1 Type and Category of Project

As per Review of initial Environmental Examination (IEE) and Environmental Impact Assessment (EIA) Regulations, 2000 the project of According to projects categorization for environmental assessment studies, the project that is 10.4 MW PACKEGES POWER HOUSE, LAHORE falls under Sub Clause "Thermal Power generation less than 200 KW" of clause B "Energy" of Schedule I for Initial Environmental Examination (IEE) due to the cost, size and nature and overall severity and frequency of impacts. This report is required to fulfill the legal requirements set under section 12 of the Punjab Environmental Protection Act, 1997 (Amended 2012).

2.2 Mission Statement PACKAGES LIMITED - Lahore

To be Leader in markets we serve by providing quality products and superior service to our customers, while learning from their feedback to set even higher standards for our products. To be a Company that continuously enhances its superior technological competence to provide innovative solutions to customer needs. To be a company that attracts and retain outstanding people by creating a culture that fosters openness and innovation, promotes individual growth and rewards initiative and performance. To be a company with combine its people, technology, management systems and market opportunities to achieve profitable growth while providing fair returns to its investors. To be a company that endeavors to set the highest standards in corporate ethics in serving the society.

Status of the Company

Packages Limited is a manufacturing concern that is involved in the production and sale of packaging materials and tissue products.



Over the Years

The long and rich tradition of Packages Limited has its roots in humble beginnings.

- 1956: This is where our journey starts
- 1968: Our first ever paper mill
- 1982: The birth of Rose Petal
- 1986: Safe food for everyone
- 1993: Joining hands with Mitsubishi
- 1994: Printing Inks Pollution Control
- 1996: Packages goes to Sri Lanka
- 1999: New Century, New Additions
- 2005: New production site of Bulleh Shah Paper Mill in Kasur
- 2008: New Ventures in the International Market
- 2011: High speed lamination machine
- 2012: New Rotogravure Machine
- 2015: Growth and new friends
- 2017: Offset Printing for Folding Cartons & Packages Mall

Over 60 years of being market leaders in packaging solutions. We've come a long way to become one of the leading packaging companies in the region. But it all began with a dream to change the way consumers view our packaged products.

Independent Energy House

Packages Limited is self-sufficient in its power generation capabilities. A local boiler meets the company's steam demands.

2.3 Alternatives Considerations

The motivation behind establishment of independent power house in the Packages Limited is work in with efficiency and provides the demand to customers at the time. These factors include availability of access roads, communication facilities, electricity, gas, basic infrastructure, sewer etc. Of course neat and clean environment is also priority consideration.

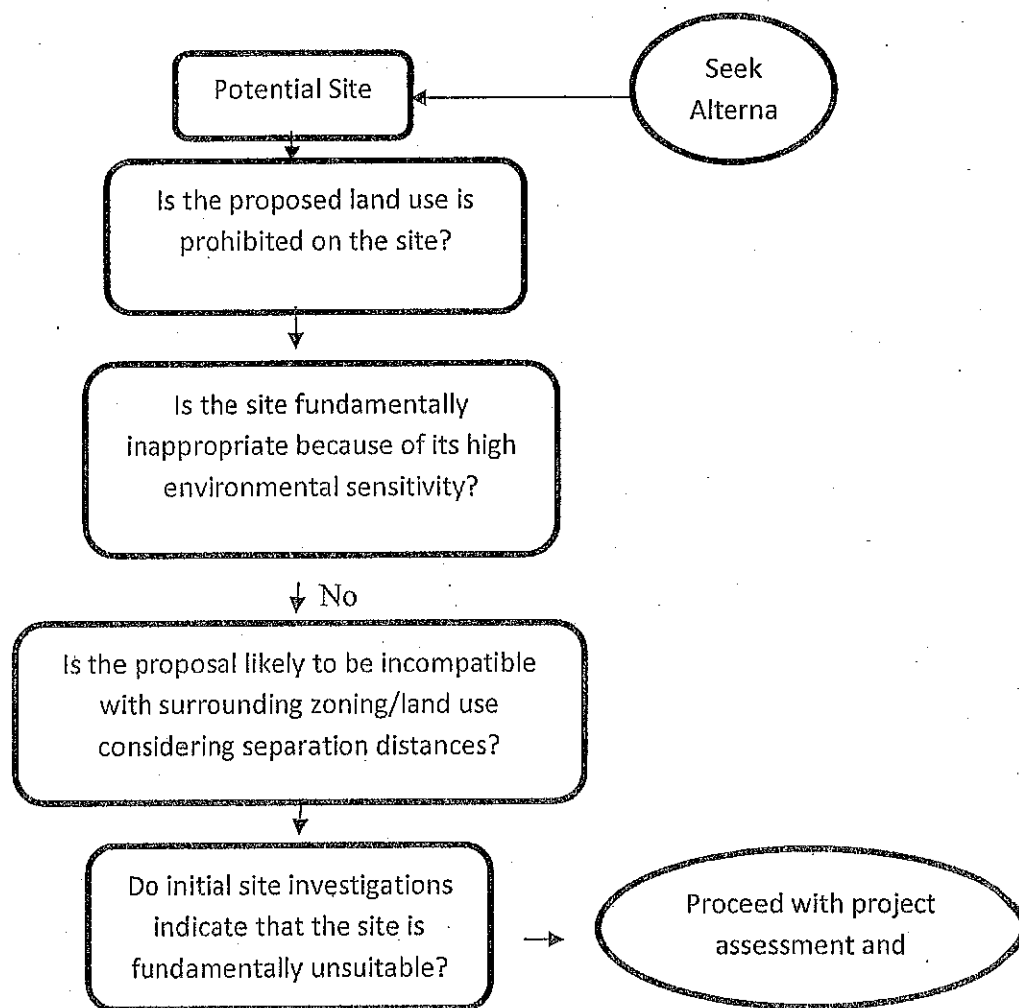


Figure 1.2: Site Selection Principles

The certain alternatives were considered due to which power house established in the Packages Limited, Lahore.

Alternative I- No Project Option

There is always 1st option that there should be no project which cause any sort of pollution in the environment but with increasing demand of the production and energy crises this option was not valid anymore.



Alternative II- Land Availability

Packages limited became in energy independent entity after considering the space issue in the premises of Packages Limited. This step was in favor of Packages Limited as land issue became resolved. The Packages Limited was established when there were open plots in the surrounding and later on industrial activities were going on in its surrounding. After all this, powerhouse also established within the domain of industry which was positive point because all mitigation measures and mechanical issue could be resolved properly.

Alternative III - Basic Infrastructure and Facilities

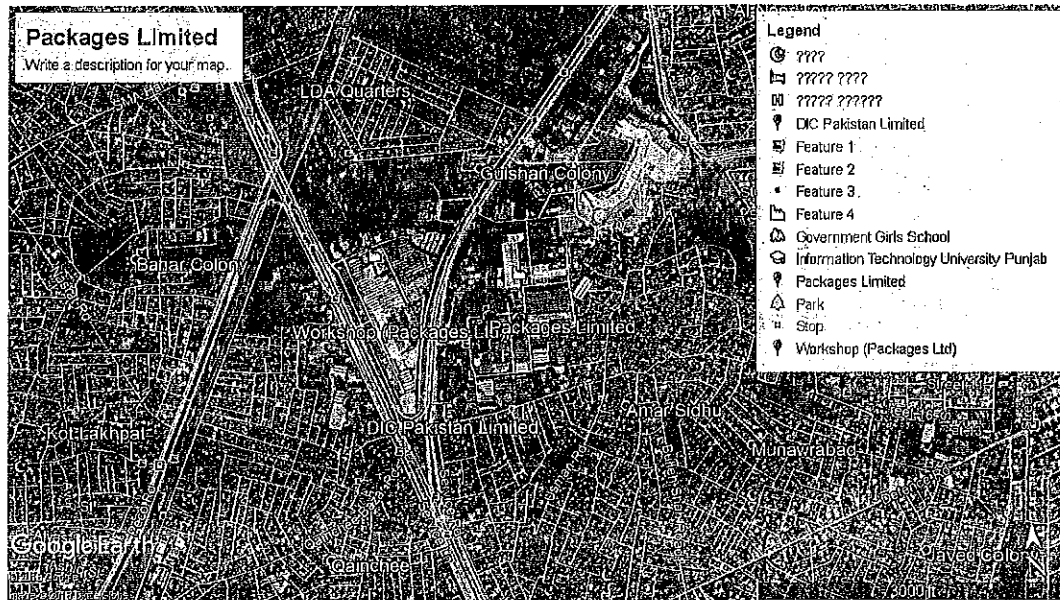
All the basic infrastructure like roads; transport; water; communication facilities like telephone, fax and e-mail; utilities required to run the unit smoothly exist in the project vicinity. Thus availability of all resources required for the implementation of the projects are present in the project vicinity that ensuring the establishing of the project in the site.

Alternative IV - Environment Sustainable Factor

Environmental considerations are of utmost importance in selecting site. Being in the premises of industry there is no sensitivity in the area from environmental setting point of view. Thus there is no ecologically sensitive or declared protected area such as territorial waters, forest or biodiversity parks within a 5 km radius of the project site, requiring the proponent to look for site alternatives by considering all environmental factors it has been considered project is source prosperity for in context of energy.

2.3 Location Plan/Map

Project is in the ideal location that is in the industrial activities are going on in surrounding. Said project is within the premises of Packages Limited which is located at P.O. Amer Sidhu, Sharah-E-Roomi, Lahore. Map of Packages Limited and its powerhouse is attached herewith this report as an Annexure.



Google Earth View of Packages Limited, Lahore

2.4 Land use on the site

The project is located within the premises of Packages Limited, Lahore. The project area is being used for the powerhouse from where energy is being utilized for Packages Limited Industry only. The schedule of area of powerhouse is mentioned below;

Sr. #	Area Schedule	Measurement
1	Total Area of Packages	34, 55, 100
2	Existing Covered Area of Ground Floor	732169
3	Propose Covered Area of Ground Floor	11400
4	Proposed Covered Area of First Floor	3524
5	Proposed Covered Area of Second Floor	1224

Schedule of Area for Power House



2.5 Road Access

As per the area and the nature of the project is located in the industrial cum commercial area. Packages Limited Lahore is located in the main city of Lahore and there is Walton road in the front which connects this industry to markets and rest of city. There is Sky Electric (Pvt.) Limited in the left and DIC Pakistan Limited at the right side of project site. There is some sort of commercial venture like infrastructure for the public, roads etc at the back of project site.

2.6 Vegetation Feature on the site

Packages Limited, Lahore is committed to environment friendly activities and for this purpose there is indigenous flora in the industry. The tree plantation involves as following kind of plantation;

Sr. #	Plant Species	Number of Species Planted
1	Amaltas	25
2	Mango Trees	10
3	Jaman	10
4	Sufaida	10
5	Peeple	10
6	Fan Palms	40
7	Bottle Palms	30
8	Roses	200
9	Motia	200
10	Other flowery plants	<1000

Plant Species at Packages Limited, Lahore

2.7 Cost and Magnitude of operation and Associated Activities

Cost of the project is approximately one billion at operational phase and machinery, instruments & equipments included. The Environmental Budget set for this project is 0.5



million annually. Project is environmentally friendly and is operating in sustainable way to reduce and minimize the harmful impacts generated during operational phase. So any adverse distresses should be removed or reduced at the level of PEQs.

Schedule of Implementation

The powerhouse of Packages Limited was constructed in 28-12-1994 and energy is being utilized in environment friendly way.

The concerned documents as mentioned below attached herewith this IEE report.

- Land acquisition
- Lay out plan of project

2.8 Process Description

A powerhouse is a power station in which prime mover is steam driven. Water is heated, turns into steam and spins a steam turbine which drives an electric generator. After it passes through turbine, the steam is condensed in a condenser and recycles to where it was heated.

PLANT: Any and all areas, locations, sites, buildings or satellite areas associated with the operation of the Packages Power Plant Lahore.

1. The area of 10 MW steam turbine
2. The 65 ton boiler area
3. The MCC buildings
4. The cooling tower & chemical handling area (s)
5. All control rooms.
6. The area of 10.4 MW Diesel Power Plant
7. The area of chemical water treatment plant
8. The area of HFO tanks & HFO decanting station



9. The area of 20 TPH boiler

10. The HT building

Boiler Capacity

Normal working pressure	8 bar
Maximum permissible working pressure	10 bar
Test pressure	15 bar
Safety valve set point	9 bar
Feed water temperature	105 C
Main engine output	100 %
Exhaust gas quantity	40068 Kg/h
Exhaust gas inlet temperature	325 C
Exhaust gas outlet temperature	173 C
Steam output	2700 Kg/h
Circulation water quantity	11.1 Kg/h
Pressure loss water side	0.5 bar
Pressure loss Ext. gas side	110 mmWC

2.9 Energy System Equipment's Details:

2 Engines of 5.2 MW each, Model 16V32, Make WARTSILA.

Backup Energy Details

WAPDA 8MW

Black Start Engine 175KVA

Energy Utilization Details

PLANTS Tissue & PBD Side



SEPTIC TANKS
NEW WARE HOUSE
MAINTENANCE OFFICE AT PBD
WASTE PAPER PLANT # 2 (D.ink) (for Tissue)
WASTE PAPER PLANT # 3
PAPER MACHINE# 9
PAPER MACHINE # 4+REWINDER
EFFLUENT TREATMENT PLANT
DEEP WELLS
PROCESS PUMPS + RAW WATER PUMPS
DEAERATOR
STATION TRANSFORMER SPP
STATION TRANSFORMER DPP
COMPRESSOR UNITS
CANTEEN BOARD MILL
GATES AND LIGHTNING
CENTRAL STORES
GHOSLA PROJECT
GRID STATION
WEIGHING SCALE AT NEW GATE
NEW FP BUILDING
PACKAGES MALL PROJECT
TRI PACK STORE PBD AREA
PLANTS PACKAGES Side
MAIN FACTORY # 1 (AC Steam)
MAIN FACTORY # 2 Misc. steam
MAIN FACTORY # 3
WINDING SHOP
RUBBER SECTION
FABRICATION WORKSHOP
CARPENTER SHOP
TUCK SHOP
Packages Accounts
NIB BANK

**2.10 Land Ownership**

The land is owned by the proponent (Packages Limited) and property documents are attached herewith this report as an Annexure.

2.11 Man Power

The man power working on this powerhouse is approximately 35. In this man power labor, mechanical engineers, maintenance staff, data recording staff, technician etc are included.

2.12 Wastewater

Wastewater from the powerhouse is not a big issue because at the project site there is some quantity of water during cooling mechanism uses which become recycle and there is domestic wastewater only which is treated by septic tanks.

2.13 Air Emission

The estimated gases from the chimneys of powerhouse are SO_x, NO_x and Particulate Matter. Packages Limited is very conscious about Environment and this powerhouse is well mechanized and in the closed hall. The monitoring is also carry out on monthly basis. The laboratory reports are attached herewith this report showing all parameters are within the limits set by EPA, Punjab.

2.14 Solid Waste Generation

At the Packages Power House, there is only domestic waste which is collected by sanitary team of Packages Limited.

2.15 Noise

All the machinery installed and operated in a closed hall and operation of machinery does not generate any noise problem in the area. Further Administration of the powerhouse will take the precautionary measures to avoid the noise emission. There is no possibility of Noise pollution.

**2.16 Supplies
Water**

The water requirement for the project includes water for drinking purpose, water for cooling purpose during process and water for fire hydrants. Ground Water is being used for the all purposes.

Electricity

Said project is itself a powerhouse and use its own energy.

2.17 Staffing

The staff is hired with respect to concerned department according to their qualification.

2.18 Evacuation Plan

Management has planned a proper evacuation plan at the project site.

2.19 Security and Emergency Exits

The project site is designed keeping view of security and it would be maintained according to policy of the company executing the project. Emergency exit passages are made and maintained. A proper evacuation plan is formulated to cope with any emergency situation. Assembly points are set and displayed and proper training provide to the workers and staff.

Only the Area Manager or the Plant Manager (or his designee) can authorize an emergency lock removal. In the event any locks are left on and the individual who placed the lock is not on the plant site. The appropriate Operations Manager and the craft person's Manager will complete a lock accountability form. Denote the time and date of removal, reason for removal, and sign the form. The craft person's Manager is responsible for notifying the individual of the lock removal. Lock accountability forms will be attached to appropriate Tag out Order. Maintain these records for one (1) year.

Training

All people involved in Hot Work shall be trained and knowledgeable in the program elements; i.e. fire prevention techniques, fire extinguisher uses and limitations, radiation hazards, eye protection requirements, clothing requirements, types of fumes and gases, ventilation techniques, and respiratory protection methods.



Electrical safety precautions

- The Confined Space Entry Permit shall specify the type of electrical equipment that may be used when performing work inside the Permit Required Confined Space.
- Electrical equipment supplied from the mains should only be used where there are no practicable alternatives.
- Battery powered electrical equipment or pneumatic powered equipment shall be used whenever possible.
- Electrical equipment supplied from the mains should contain Ground Fault Circuit Interrupters / Residual Current Devices.
- Power tools must not be used, unless the concentration of flammable gas is reduced below 1% of the lower explosive limit.
- Electrical equipment supplied from the mains shall have a valid Portable Appliance Test (PAT) certificate.

2.20 Fire Fighting System

The firefighting system included water and gas deices/ extinguishers. Project established a proper firefighting system. Indoor and outdoor fire hydrants are installed according to the codes and standards.

2.21 Restoration and Rehabilitation Plan:

Project is located within the premises of Packages Limited, Lahore. Project is also in operation before 1997 and there is no population around the project. Thus restoration and rehabilitation factor is nil at ate project site.

2.22 Government Approvals:

Project is established before 1997 and monitoring is also conducted on monthly basis. The project is going to apply for Generation License for that IEE study is compulsory component and proponent (Packages Industry) is applying for EA from EPA, Punjab.

2.23 Advantages of Project

- It is cost effective project.
- We can produce this kind of energy almost everywhere in the world.



- Heat production System is simple compared to other system.
- Overall system **cost effective**.
- Easy mechanism.
- Same heat could be **reused**.
- Easier Maintenance of power station.

CHAPTER III: STATUTORY REQUIREMENTS

3.1 General

Sustainable development and green economy is a concept that has emerged over the past decades to describe a new framework aimed at economic and social development while maintaining the long term integrity of the ecological system and environmental resources. The principal of sustainable development is in the process of being incorporated into the national policy and legislation through various statutory instruments. This chapter describes the current legal responsibilities of the proponent in context of environmental and sustainable development, and the institutions that exist in the country that may influence the environmental management of the project.

This section deals with the current policy as well as legal and administrative framework related to carrying out of Initial Environmental Examination (IEE) of the project. An efficient and effective organizational structure is essential for successful implementation of the mitigation measures identified for the project. Like other projects, the project, before its implementation, is required to go through an Environmental Assessment, in accordance with the provisions of the Punjab Environmental Protection (Amendment) Act 2012.

3.2 Existing Legislation and Legal Framework

The Federal Ministry of Environment was responsible authority for policy making on environmental protection in Pakistan but after 18th Amendment in the Constitution, the Provincial Governments have taken over the subject of Environment. This IEE study has been carried out in the light of the policy guidelines of the Preparation of IEE/EIA Reports under the procedures and practices formulated by the Pak EPA and adopted by the Punjab Environmental Protection Agency (EPA).



3.3 Institutional Setup

3.3.1 Environmental Protection Councils

The Punjab Environmental Protection Council (PEPC) is the apex decision-making body of Punjab. It has been developed under the provision of Punjab Environmental Protection (Amendment) Act 2012. It is headed by Chief Minister of Punjab with other members. The purpose of IEE is basically to obtain Environmental Approval from the Environmental Protection Agency (EPA), Punjab in compliance with Pakistan Environmental Protection Act (PEPA) - 1997, now having been replaced by Punjab Environment Protection (Amendment) Act 2012.

3.3.2 Environmental Protection Agencies

Pak EPA has been established at the Federal level and EPAs are established at Provincial level also. In Punjab an independent Environmental Protection Agency is constituted headed by the Director General.

3.3.3 Environment Protection Department, Punjab

The Punjab Government has established Environment Protection Department (EPD) administratively controlled by the Secretary, Government of Punjab. The EPD has its independent Minister. According to the provisions of the Punjab Environmental Protection (Amendment) Act, 2012, EPD has a significant role in policy making and implementation of the environmental laws in the Punjab Province.

3.3.4 Relevant Legal / Institutional Framework

The applicable laws for the environmental study of the project are briefly given below. The proponent of the project will abide by the applicable laws and regulations.

A number of laws have been promulgated by the Government of the Pakistan to deal with the environmental and social aspects related to the implementation of various development projects in the country. In 1983, the Government of Pakistan issued an



Environmental Protection Ordinance (EPO) that was replaced by the PEPA, 1997, through an Act of Parliament. According to the 18th Amendment in Constitution, the PEPA 1997 has been confined to Federal Area and provinces have been allowed to formulate their own environmental legislation in the subject of environment.

Under the PEP Act, it is mandatory to carry out IEE or EIA for all development projects. The Pak EPA has also framed guidelines for environmental assessment of projects in various developmental sectors, According to PEPA 1997; the National Environmental Quality Standards (NEQS) were established for effluents discharges and gaseous emissions of various Municipal and Industrial sources. The latest revision of NEQS as carried out in year 2000.

Provincial Environmental Protection Departments are also working on the formulation and enforcement of environmental statutes and by-laws. The Pak EPA has issued several policies guidelines and adopted measures for streamlining the environmental assessment. Though, the need for environmental screening and assessment has received some weight during the recent past, strict implementation of the NEQS is still a dream to be realized. The applicable laws for the environmental study of the Project are briefly described below:

3.4 Pakistan Environmental Protection Order (PEPO) 1983

In 1983, the Government of Pakistan issued an Environmental Protection Ordinance (EPO) 1983. It was the first legislation promulgated for the protection of environment. According to PEPO, 1983 it was necessary to carry out IEE / EIA for all development projects, but there were no IEE / EIA regulations under that ordinance.

3.5 Punjab Environmental Protection (Amendment) Act 2012

Section 12 of the Punjab Environmental Protection (Amendment) Act 2012 makes it mandatory for the proponent of a project to file with the Environmental Protection Agency either an Initial Environmental Examination (IEE) or Initial Environmental Examination (IEE), as the case may be, in respect of the project.

As per definition given in the Punjab Environmental Protection (Amendment) Act 2012, Initial Environmental Examination (IEE) means an environmental study comprising collection of data, prediction of qualitative and quantitative impacts, comparison of alternatives, evaluation of preventive, mitigatory, and compensatory measures, formulation of environmental management & training plans & monitoring arrangements, and framing of recommendations and such other components as may be prescribed. The provision of Section 12 has been incorporated "as it is" in the new Punjab Environmental Protection (Amendment) Act, 2012.

3.6 National Environmental Policy 2005

Government of Pakistan has notified National Environmental Policy 2005, for different projects/aspects in which guidelines/priorities have been given to undertake/commence the projects having significant environmental impacts.

The National Environmental Policy (2005) provides a framework for addressing the environmental issues (particularly pollution of fresh water bodies and coastal waters, air pollution, lack of proper waste management, deforestation, loss of bio diversity, desertification etc.) confronting Pakistan. It recognizes the goals and objectives of the Pakistan National Conservation Strategy (PNCS, 1992), National Environmental Action Plans, and other existing environment related national policies, strategies, and action plans. It also provides broad guidelines to the Federal Government, Provincial Governments, federally administrated territories and local governments to address their environmental concerns and to ensure effective management of their environmental resources.

3.7 Review of IEE / EIA Regulations 2000

The Pak EPA has issued Review of the Initial Environmental Examination and Environmental Impact Assessment Regulations 2000, to review the Initial Environmental Examination (IEE) / Environment Impact Assessment (EIA) reports. Categorization of the projects for IEE and EIA is one of the main components of the Regulations. Projects



have been classified on the basis of expected degree of adverse environmental impacts. Projects type listed in Schedule I are designated as potentially less adverse effect, schedule I projects require an IEE and projects given in schedule II require EIA to be conducted.

Salient features of the Regulations are listed below:

- Categories of project requiring IEE and EIA are issued through two schedules attached with the regulations.
- A fee depending on the cost of the project has been imposed for the review of IEE and EIA.
- The submittal is to be accompanied by an application in prescribed format included as Schedule IV of the Regulation.
- The EPA is required to issue conformation of compliance within 15 days of receipt of request and complete documentation.
- The IEE / EIA approval for construction of the project will be valid for three years from date of accord.

3.8 Guidelines for the Preparation of IEE/EIA Reports

The Pak EPA has also framed Guidelines for the Preparation of IEE / EIA of projects in various developmental sectors.

3.9 The Punjab Local Government Ordinance, 2001

Schedules 4 and 8 of this Ordinance pertain to environmental pollution. There are not withstanding any specific provisions, every local government may perform functions conferred by or under the Punjab Local Government Ordinance, 2001, and in performance of such functions may exercise such powers, which are necessary and appropriate. Under the ordinance, the local councils are authorized to restrict projects causing pollution to air, water or land. They may also initiate schemes for improving the environment.



3.10 Pakistan Penal Code, 1860

This defines the penalties for violations concerning pollution of air, water bodies and land. Sections 272 and 273 of this Act deal with the adulteration of food or drink. Noise pollution has been covered in section 268, which defines and recognizes noise as a public nuisance. "A person is guilty of a public nuisance who does any act or is guilty of an illegal omission which causes any common injury, danger or annoyance to the public or the people in general who dwell or occupy property in the vicinity, or which must necessarily cause injury, obstruction, danger or annoyance to persons who may have occasion to use any public right".

3.11 The Land Acquisition Act, 1894

The Land Acquisition Act (1894) deals with the acquisition of private properties for public purposes. There are 55 sections in this Act mainly dealing with area notification, surveys, acquisition, compensation, apportionment awards, disputes resolution, penalties and exemptions.

Although quite old, this act laid out the legal basis for any property affected by a project and for compensating the effected owners of the land.

3.12 Factories Act, 1934

The clauses relevant to the project are those that concern the health, safety, and welfare of workers, disposal of solid waste and effluent and damage to private and public property. The Factories Act also provides regulations for handling and disposal of toxic and hazardous materials. Given that construction activity is classified as 'industry', these regulations will be applicable to the project contractors.

3.13 Labor Laws

Construction and operational activities during the course of construction may affect occupational health of workers. Employers are required to abide by labor laws in respect of their own employees and also to ensure that contractors to follow the relevant labor



laws and rules relating to safety of the workforce and creating a healthy working environment. The proponents shall ensure that the labor force engaged at the project site is not exposed to any danger by monitoring the contractor's work frequently.



CHAPTER IV: DESCRIPTION OF THE ENVIRONMENT

4.1 GENERAL

The existing environment around the site of proposed project has been studied with respect to physical, ecological and socio-economic resources. The existing information was collected from different sources, review of previous studies and through the site visits carried in out in the project area to establish a database for the IEE of the project.

4.2 PHYSICAL ENVIRONMENT

The study examines the physical resources, topography, soil, climate, surface and ground water and geology of not only the project site but also the city as a whole to assess whether the project under review does have an impact on any of the significant parameters. The description of physical environment of Lahore city and the project site is present in the following sub sections.

4.2.1 Geological Formation

The soil of the Lahore belongs to the typical alluvium of the Indo-Gangetic plains. The majority of the soils are loamy or sandy loam consisting of soil crust of different depths. Hardly any profile characteristics are observed; soluble soils are present in considerable amounts. The lower layer consists of kankar nodules. The soils have generally an alkaline reaction and are adequately supplied by phosphorus and potash, but are deficient in organic matter and nitrogen.

Geologically the alluvium is divided into khaddar, i.e., the newer alluvium of sandy generally light colored and of less concretionary composition; and Bhangar, i.e. the older alluvium of the more clayey composition, generally of dark appearance and full of kankar.

The soil differs in consistency from drift sand to loam and from fin silt to stiff clay. A few occasional pebble beds are also present. Layers of kankar in the Indo-Gangetic alluvium of the district are also observed.



4.2.2 Climate

The Climate of Lahore is tropical. It is very healthy and salubrious. Figure one presenting the sunshine average of Lahore city.

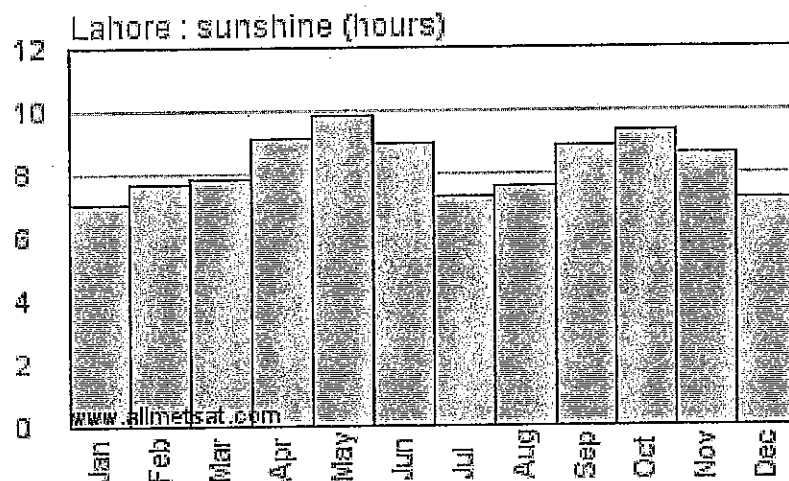


Figure 1: Average Monthly Sunshine Hours in Lahore

The temperature fluctuations are very high in Lahore. Summers are really hot and winters are very cold. There are five main seasons in Lahore, namely, spring, summer, autumn, winter and monsoon season. During the summers Lahore experiences heat waves.

Table 1:

Seasons in Lahore

Weather	Months
Autumn	1 Oct – 15 Nov
Winter	15 Nov – 15 Feb
Spring	15 Feb – 1 Apr
Summer	1 Apr – 30 Sep
Monsoon	July – Sep



4.2.3 Temperature

Weather in Lahore is hot and humid. The city experiences an extreme temperature during the months of May, June and July, when the city witnesses summer season. The temperature in Lahore ranges between 40°C to 45°C, during the summer months. Lahore experiences winters during the months of December, January and February. The temperature during this season varies between 5°C to 8°C. Given below are the maximum and minimum temperatures of Lahore throughout the year:

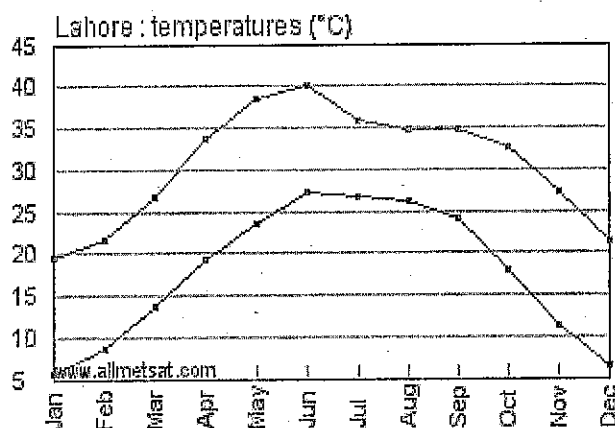


Figure 2: Average Annual Temperatures in Lahore

4.2.4 Rainfall

Lahore has a distinct rainy season, during which the weather is very humid. The rainiest months of the year are July and August, with June and September also gets some rain. During the rest of the year, barely any rain falls in Lahore.

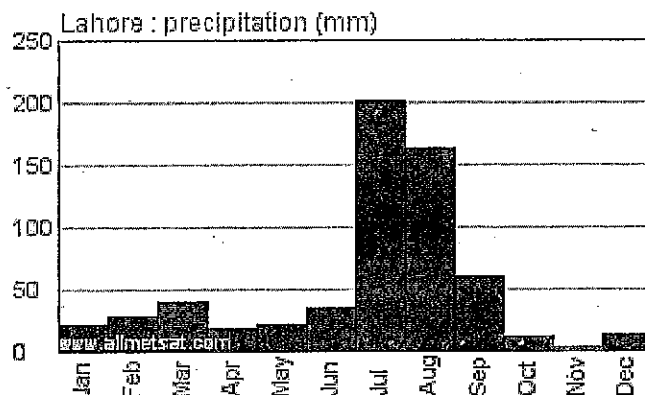


Figure 3: Average Yearly Precipitation in Lahore

4.2.5 Topography

Lahore the capital of Punjab is one of the most important cities in Pakistan and is situated along the banks of river Ravi. The city of Lahore is bound by Sheikhupura district in the west and by Wagah on the east, while on south it is surrounded by the Kasur district. On the northern side, it is watered by the Ravi River. The city occupies around 404 square kilometers of land and is still expanding.

The project site is located in a plain area where buildings and roads are the main topographic features. There is an empty plot and a functional godown at the front side of the concerned site. There is a drain named Haddiara which is located within the 1km to the right side of the proposed area. There is scanty housing site named Tibbah comprised of less than 50 households which is located at approximately 2km to the left side of the site.

4.2.6 Wind Direction

Lahore region experiences westerly and north westerly winds during the winter and spring seasons, known usually as the dry stable times of year and southerly and south easterly winds during summer and monsoons. Wind speeds are low during winter picking up during spring season and peaking during the summer months.

4.2.7 Ambient Air Quality

Atmospheric pollution particularly in urban area has a strong impact upon daily life. Lahore is the second largest city of Pakistan. Its economic growth and rising energy consumption are causing the increase in air pollution. The main sources of the air pollution are motor vehicles and industrial activities. SO₂, NO₂, CO₂, CO, O₃ and Particulate Matter (PM) are investigated as the pollution indicators.

The overall air quality in the study area is of moderate nature.

It was observed during the visit that environment of the project area is clean except for some litter which will be removed by the authorities as recommended..

4.2.8 Water Resources

- **Surface Water**

There are no surface water resources like canal or ponds, near the project area.

Ground Water

The city of Lahore is underlain by the deep permeable aquifer formed within the alluvial plane of the Ravi River, which is the part of Greater Indus Plain.

Ground water is the principal source of municipal water supply in Lahore. This is also the case in the immediate vicinity of the site. The City's drinking water is obtained from groundwater aquifer by means of motors/pumps located throughout the area. Groundwater is pumped from 200-300 feet and is generally good for direct consumption. About 83% of the city's population is consuming groundwater for drinking purposes. At the project site, there is source of water is also ground water..

4.2.8.1 Drinking Water Quality

WASA (Water and Sanitation Agency Lahore) is providing drinking water to the residents of Lahore. WASA claims the quality of water conforms to the Drinking Water Standards.



4.2.9 Noise Level

Noise level in the project site does not exceed PEQS levels.

4.3 BIOLOGICAL ENVIRONMENT

Climate of Lahore is semi-arid and sub-tropical, the vegetation of the area falls; scrub dry, tropical thorn forest type as per Phyto-geographical classification of the area. Lahore is enriched with the presence of natural flora and fauna but with the growing population and development activities, it's somewhat effected. Although Lahore has expanded in area, alongside modern additions to the city are the ancient monuments, old gardens, graveyards, traditional bungalows with attached gardens, large expanses of lawn and old roadside trees.

4.3.1 Flora

Trees, also called the 'lungs' of the earth, are important for the restoration of the eco-system. People can benefit immensely from their survival and existence. Trees have also been a source of medicine for thousands of years and a refuge for various species of birds. Several species of the trees in Lahore are being used in medicines. Some trees of significant medicinal value are grown easily in the city.

Table 4.2 Inventory of Significant Fauna of Lahore

Sr.no	Common Name	Vernacular Name	Scientific Name
1	Indian Lilac	Neem	<i>Azadirachta indica</i> L.
2	Chinese date	Bhairi	<i>Ziziphus mauritiana</i> Lamk
3	Yellow	Harrar	<i>Terminalia chebula</i> Retz.
4	Temple plant	Berna	<i>Crataeva adansonii</i> DC.
5	Bombax	Sumbal	<i>Bombax ceiba</i> Linn.
6	Bistula	Amaltas	<i>Cassia fistula</i> Linn.
7	India laburnum	Desi Kecker	<i>Acacia nilotica</i> (Linn.) Delile.
8	Indian banyan	Bohr	<i>Ficus benghalensis</i> Linn.
9	Buddha tree	Peepal	<i>Ficus religiosa</i> Linn.
10	Benzoil tree	Sohanjna	<i>Moringa oleifera</i> Lam.
11	Devil tree	ditabark	<i>Alstoniascholaris</i> (L.) R.Br.
12	Rosewood	shisham	<i>Dalbergiasissoo</i> Roxb.



13	Mango	Aam	<i>Mangifera indica</i> L.
14	Spanish cherry	molseri	<i>Mimusops elengi</i> L.
15	Jujube	jujube	<i>Ziziphus zizyphus</i> Mill.

At present, there are no significant or well-shaped trees and shrubs at the proposed site except for grass (*Cynodon dactylon*) and wild bushes. Therefore there is no adverse impact on the flora. There is no Reserve Forest in the 5km radius of concerned site. No threatened or endangered species and no medicinal plants are present in the proposed area. However they are planning to plant few plants in the proposed area for the environmental and aesthetic value.

4.3.2 Fauna

With an increase in the rate of urbanization, the ecology of Lahore has been considerably affected and population of birds in Lahore has reduced to just 85 including the endemic and migratory ones. Lahore Zoo is the main preserver of Lahore's fauna. Its animal exhibits include an aviary, a tiger, an elephant, a giraffe, a deer, monkeys, great apes, crocodile and various regional snakes, including the Indian cobra, Indian python, Indian sand boa and Russell's viper. Other popular wildlife centers are Jallo Park and Wildlife Safari Park. These green areas and old endemic trees of Lahore are home to many resident birds as well as providing to seasonal migrants. Three types of migratory birds are regular visitors to Punjab's provincial metropolis. These are winter visitors, summer visitors and transit migrants. Some of Resident species include Indian grey hornbill, yellow-footed green pigeon, parakeets, bulbuls, doves, spotted owlet, Old World babblers, Old World flycatchers, mynas, woodpeckers, crows, black kites, ashy prinia, redstarts, warblers, red-wattled lapwing, kingfishers, and the Oriental white-eye. The Changa Manga forest near Lahore is a hotspot for wildlife in Punjab. Wildlife within the borders of the plantation includes small remnant populations of nilgai, hog deer, wild boar and possibly axis deer. Jackal and Asiatic wild cat can be found there as well. It also serves as a wildlife breeding center.

The project site had no significant fauna. Stray dogs, cats, crows, butterflies and lizards were the only birds and animals seen around. Donkey driven carts along the Kacha road



were also seen. The only amphibian seen the project area is frog. However it was not seen during the field visit. No threatened or endangered species were found in the project site.

4.4 SOCIO ECONOMIC ASSESSMENT

Social change is the consequence of almost any intrusion into the community life of any society. The intrusion can be in the form of any developmental projects or nonspecific, less tangible forms such as increased exposure to other cultures, technological changes and so on. The social change that results from intrusion into community life can also be beneficial, but can have undesirable or negative outcomes. Even that change in the long run may have positive effect on the social well being of a community.

Social Impact Assessment is a methodology used for examining social change due to external sources, especially specific developmental projects, but also government policies, technological changes and social processes or anything that has a social impact.

The objectives of the given study are outlined as follow:

- To carry out the assessment of social impact.
- Acquire socioeconomic data to evaluate and identify the project interventions.
- Assess needs of community related environmental concerns.
- To assess adverse and beneficial socioeconomic and health impacts of the activity.
- To suggest remedial measures and solutions to improve socio economic conditions.
- To analyze socio economic conditions of community, with special reference to environment and conservation of natural resources.

4.4.1 Demographic Profile of Lahore

Lahore comprises a large number of Pakistanis along with some foreign nationals. Lahore, the capital of Pakistan is one of most important cities in the country, which is also known as "The Heart of Pakistan". Demography of Lahore is spread over an area of



1,014 square kilometers. Average household size in 1998 was recorded as 7.12. In 1998, the total number of male population was estimated to be 48 % and female population to be 52 %.

According to the 1998 census, Lahore's population was nearly 6.8 million. Mid-2006 government estimates put the population at somewhere around 10 million, which makes it the second largest city in Pakistan, after Karachi. It is considered to be one of the 30 largest cities of the world. The second largest city in the country was ranked the second most literate district in Punjab with a literacy rate of 64.7 percent.

Urdu, which is the official language of Lahore, is mostly used in the city. However, the people in Lahore also use other languages like English, Punjabi and Pashto. It is noteworthy that Pakistan is an Islamic country, where the majority of the population is Muslim. Lahore, being a city in Pakistan, could not be an exception to this. As a result, 96% of the total population in Lahore is Muslim. Other religions in the city accounting for the rest 4% are Christianity, Hinduism and Sikhism.

4.4.2 Health facilities

The city of Lahore in Punjab Province of Pakistan is served by a number of private and government hospitals offering world class medical facilities. The rural and urban areas are served by various other medical centers and dispensaries offering modern medical facilities. The hospitals, dispensaries and medical centers in Lahore aim to provide the citizens best medical facilities and prevention from contagious and other harmful diseases.

There is no health facility or any dispensaries near the project area. Some hospitals e.g. General hospital, Gulab Devi Hospital are located at the distance of 5.5km from the proposed area.

4.4.3 Educational Facilities

Lahore is known as Pakistan's education capital, with more colleges and universities than any other city in the country. Lahore is Pakistan's largest producer of professionals in the fields of science, technology, IT, engineering, medicine, nuclear sciences, pharmacology,

telecommunication, biotechnology and microelectronics. The current literacy rate of Lahore is 64%.

There are no any main private or government school seen in the nearby vicinity of the proposed site however there are some private educational institutes which include schools, madrassa and academies are present at approximately 4-5km away from the site.

4.4.4 Transportation and Communication

Lahore is one of the most accessible cities of Pakistan and the only unique city of Pakistan where you can find Public and private Transport, 24 hrs a day and 7 days in a week.

Public transport is not available in the project area. However public transport like Metro service and other bus services are available near to the area. From the public transport terminals there are plenty of rickshaws and taxis are available which run on compressed natural gas to reduce pollution in the city and of course the few residents and site owners have their own conveyances.

4.4.5 Industrial Activities

Lahore trade and industries thrives on certain large-scale industries such as steel, textile, carpet and IT industries. Lahore is known as the industrial belt of Pakistan contributing the largest share in the GDP of the country. The city is home to 20% of Pakistan's industrial producers; manufactures include textiles, rubber, iron, and steel. Handicrafts, especially gold and silver work, also flourish.

The proposed project area is also present in a plain area within Industrial cum agricultural land. Bundu Khan Sweet and Bakers's processing unit, Packages Solutions and a functional Gowdon of multi-purpose are the main buildings nearest to the proposed site.

4.4.7 Water Supply

The project is planning to have an independent water supply system comprising of storage tanks of sufficient capacity. Water will be supplied for washing and other uses of the factory by motor pump and bottled drinking water will be provided for the office staff and workers.



4.4.8 Electric Supply

10.4 MW Packages Powerhouse is itself a powerhouse and is providing the energy to whole Packages Industry.

4.4.9 Telephone Facilities

Landline and Cellular telephone facilities are present in the area and site had purchased their own landline service for the office and factory.

4.4.10 Sites of Historical Significance in Lahore

Although Lahore has expanded in area, alongside modern additions to the city are the ancient monuments, old gardens, graveyards, traditional bungalows with attached gardens, large expanses of lawn and old roadside trees. Prominent among them includes; Minar e Pakistan, Badshahi Mosque, Lahore Fort, Allama Iqbal's Tomb and Jahangir's Tomb. However, the proposed project site has no sensitive or historical building in the surrounding.

4.5 SOCIO ECONOMIC ENVIRONMENT

The project site is surrounded by other industrial units as well as commercial venture. There is no any planned residential area near the project site except for a scanty housing named Tibbah which is away from 3km radius; therefore, individuals and workers from neighboring areas were interviewed. The individuals assessed from the neighboring communities of the project area were involved in agricultural practices and private jobs in nearby industries. Most of the people work in the shops or small units.

Neighboring community inhabitants involved in different occupations were asked about their monthly income but most of them hesitated to tell and stated that they earn just enough to fulfill their basic demands. Regarding the project, almost all of the interviewed members are in favor of the project as it will not involve any operational activities which will generate pollution.

Data was also collected to assess the health status of the community members at the project site. Complaints about different diseases were also recorded during the study.



The diseases prevalent in the community were stomach disorders, fatigue, joint pain, diabetes and arthritis. But it is observed that all these diseases are commonly due to improper diet and improper socioeconomic conditions.

4.5.1 Conclusion

Comparison of potential adverse and beneficial impacts of the project shows that project will prove to be beneficial for the inhabitants of the area. The project provides job opportunities for the local inhabitants. Hence improve their socio economic status. Employment opportunities generated by the project will include workers, helpers and guards. The overall socio economic impact of the project is interpreted in relation to the existing environmental conditions.

The project, overall, does not have major adverse impacts on the existing environment and people with due implantation of the mitigation measures, there will be very insignificant adverse impacts on the socio economic environment. The project has more beneficial impacts on the socio economic environment than adverse impacts. In conclusion, it can be said that overall the project would have positive impacts on the socio economic status of the neighboring community inhabitants.



CHAPTER V

SCREENING OF POTENTIAL ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

5.1 General

The potential environmental impacts related to the establishment of the project have been studied related to design and operational stages of the Project. Environmental protection measures are recommended to eliminate adverse impacts on environment or to reduce them to an acceptable level within the prevailing legislative and regulatory framework. These Impacts are evaluated on the basis of magnitude, immediacy and sustainability. A careful consideration of project aspect, their potential environmental impacts and mitigation measures are proposed in this chapter. Evaluation criteria are as follow:

- Magnitude: Type of impact (direct, indirect, and cumulative)
- Immediacy: Temporal extent (during construction, after construction)
- Sustainability and Reversibility: Spatial extent (local, widespread)
Mitigability (fully, partially)
Monitoring (fully, partially)

5.2 Environmental Problems Due to Project Location

The potential impacts assessed due to project location are change in land use pattern, pressure on the existing natural resources, natural hazards like floods, earth quake, changes in the socio-cultural patterns of the local community, local community displacement issues, and obstruction of accessibility to the community already residing in the locality. A detailed explanation of each potential impact is given hereunder in tabulated form:

Table 5.1: Environmental Problems/Mitigation Measures Due to Project Location

	POTENTIAL IMPACTS	MITIGATION MEASURES
1.	Change in Land Use Pattern	
	Any new intervention has its first and foremost impact of changing the land use	Prior to selection of site, the project proponent had careful consideration of site alternatives and hence



	pattern of the area. The impact of this nature is irreversible therefore site selection needs to have careful consideration of the impacts that may arise due to the changes in land use patterns.	due to current land use nature, price, and comparatively less environmental impacts the site was selected out of the two alternatives. Another factor adding to the feasibility of the proposed site was that it involved no displacement of local community, closeness to existing commercial hub and less energy consumption for transportation.
2.	Pressure of Resources	
	Yet another impact to be considered prior to site identification is the availability of already existing resources e.g. water, gas, electricity, etc. any new intervention can exert pressure and marginalize the existing community. This could eventually create a sense of deprivation among the already existing community and may eventually result in social unrest.	Considering this very important factor, the site identification was done after evaluating the extent of provision of resources. The water requirements, energy requirement, social services (identified in the previous chapters) was done and based on the availability of resources to meet the present and future demand, the mentioned site was identified.
3.	Natural Hazards	
	It is very important to assess the extent of damage any natural hazard e.g. earthquake, floods, landslides may cause. The geological formation of the capital territory is such that it has been categorized into earthquake zones.	The site identified within environmentally /geologically safe and does not fall in any of the earthquake zones in which the capital territory is divided.
4.	Displacement of Local Community	
	Displacement of local community can tend to create social issues and aggravate negative feelings from the existing population towards the project.	The project is planned on a site which has already been acquired by the proponents after going through its socio-culture, environmental and economic considerations. The land falls in the premises of Packages Limited and hence does not require local community displacement.



5.	Accessibility Issues to the Local Community	
	Another important impact considered was obstruction or changes in the patterns of transportation and increase travel time/distance for the local community.	The project site is within the premises of Packages Limited and didn't involved damage to any roads. Nature, size and scope of work also limit the extent of activities during construction as well as operational phases.
6.	Presence of Sensitive Areas	
	Development interventions can degrade the quality and life expectancy of ecologically, socially and historically sensitive areas.	There are not sensitive areas of any nature be it ecological, social or historical around the project site.
7.	Availability of Existing Infrastructure and Services	
	Unavailability of infrastructure can render the entire project void and impractical due to absence of important community infrastructure.	The project is well connected to the rest of the city through major asphalt roads e.g main road and has hospitals, clinic and transport facilities available hence location of project is ideal.

5.3 Environmental Problems Associated With Project Operations

Table 5.3 provides a detailed overview of the environmental aspects and subsequent environmental impacts that might be arising during project operational phase. Appropriate mitigation measures are also proposed for the remedy of any such potential impacts.

Table 5.3: Environmental Impacts/Mitigation Measures during Operational phase

	POTENTIAL IMPACTS	MITIGATION MEASURES
1.	Solid Waste Management	
	Improper and unplanned solid waste dumping can cause environment, health and safety issues. It also can potentially deteriorate the living quality of the residents besides reducing the aesthetic quality of the entire project site.	At the project site, solid waste is only domestic which will be tackled by the Packages Limited. The project site is located within the premises of Packages Limited, so there is no issue regarding solid waste



		collection and disposal. The waste is like wrappers etc.
2.	Wastewater Disposal	
	Wastewater generated due to operational activities result in the spread of vector borne diseases like dengue, malaria, as well as spread the nuisance of foul smell.	There is only domestic wastewater at the project site which would be easily tackled by septic tanks. .
3.	Energy Conservation	
	Excessive use of energy exert more pressure on the already dwindling energy resources of the city/country.	The workers/employees are encouraged to follow energy conservation strategies producing during operational phase. Over the timing of working, it is discouraged to use extra electricity.
4.	Noise Generation	
	Noise emissions due to traffic and any activities create issues to the residents. The noise regarding operation of this engine.	Any activity that leads to noise emission is restricted. As the project site is located within the boundary of Packages Limited, where there is no population or commercial activities going on. Moreover this engine is not making the noise and for its mitigation there are proper plans like; <ol style="list-style-type: none">1. Regular inspection of whole powerhouse is done2. All machineries are made of latest design producing less exhaust and noise3. All machinery is grouted properly4. Moreover thick plantation is done in the Packages and around the project site



5.	Emergency/Fire Hazards	
	Emergencies e.g. fire incidents may lead to environmental, health and safety issues to the local residents.	The powerhouse is kept in such location where there is open space around it. There are strategies regarding emergency and fire hazards. The fire extinguishers are installed at the vertically 6 feet height. There will be 10-12 large fire extinguishers and fire hydrants for any emergency conditions.
7.	Training of Staff	
	Unskilled personnel are not able to tackle environmental, health and safety related situations which may further aggravate any such issues and cause loss of human life and property.	Regular training of the workers regarding this power supply mechanism and its mitigation measures are planned. Proper monitoring and reporting mechanism are developed where every office honor is responsible to communicate/report any illegal or hazardous situation to maintenance team of this power supply system. . The detail of all such management is mentioned in the manual attached herewith this IEE report.
8.	Groundwater Consumption	
	The groundwater use for domestic use at the project site. Water storage also is required for emergency response in case of a fire. Prolonged water consumption may in the long run lower/deplete the underground water table. This is a permanent and moderate negative impact.	An effective 'Water Conservation Plan' is developed and for domestic purpose water is gained by tabs on need. Following operational measures are adopted for water conservation: <ul style="list-style-type: none">• It made sure that all faucets, tabs etc. do not leak and are in good repair;• Any leaking or dripping faucet, tabs or

		<p>toilet is reported immediately;</p> <ul style="list-style-type: none"> • All the utility bills are kept in a safe place to track the consumption of water; and • Purchase and use of water-saving equipment are being practiced.
9.	<p>Social Impacts</p> <p>Problems regarding privacy of local community may arise due to invasion of outside population.</p>	<p>Though the chance of any improper social conduct are negligible due to the fact that the project is within the premises of project site.</p> <ol style="list-style-type: none"> 1) Care is being taken to properly ground and insulate all equipment 2) Standard procedures for confined space entries are displayed in written form 3) Head, arms and foot PPE's are provided Emergency Eye wash equipment are placed in chemical room. 4) Firefighting equipment are available in the form of ABC fire extinguishers as a minimum, and their locations are clearly marked. 5) Fire water are located throughout the powerhouse in well-marked piping. Housekeeping is frequent and thorough to prevent slips, trips, and falls 6) SOPs are established for all the activities and are also displayed



		<p>wherever required. Training on observation of SOPs provided to the employees and the visitors, as may be required.</p> <p>7) Workers are told and encouraged to use PPEs as may be standardized</p> <p>8) Workers' awareness and safety wall chart showing safety symbols are displayed. First Aid Box is kept in easy approach of all in case of any injury or mishap.</p> <p>9) Basic medical and health facilities are provided to all employees Safety, health and educational drive given to residents living near the project site.</p> <p>10) Safety and warning devices such as reflectors, lights, etc. are installed at designated spots. Earthing network around the engine room to avoid exposure to electromagnetic fields.</p> <p>11) However, having a proactive approach, improper social behaviors e.g. staring and teasing are discouraged and any such incident reported to the site in-charge.</p> <p>12) Workers hired from the local community to avoid social issues.</p>
10	Transportation	
	Transportation for bringing the fuel to the plant or taking away sludge may cause the irritation	Transportation is restricted for only work scenario otherwise no extra transportation is



within the premises of Packages Limited site.	allowed inside the Packages Limited toward the project site. Twice in a week fuel transported towards the project site, it is average tendency of project.
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The impact associated and their risk score was calculated for each impact type to get an overall probability of severe impact that the project might cause during any stage of its existence. The stages have been categorized according to the guidelines and the Risk Analysis Matrix method has been employed to obtain the overall impact in terms of probability, likelihood, severity and overall magnitude of impact.

Impacts	Design Of Project				Risk Level
	Probability	Frequency	Severity	Risk Score	
Change in land use pattern	0.1	0.1	0.1	1	
Pressure on resources	3	6	3	54	
Natural hazards	0.1	0.5	7	0.35	
Displacement of local community	0.1	0.5	7	0.35	
Disruption to accessibility and infrastructure	3	1	3	9	
Disturbance to sensitive areas	0.1	0.5	10	0.5	
	Project Operation				
Solid waste generation	10	6	1	03	
Wastewater generation	10	6	1	02	
Pressure on energy	10	6	1	20	
Pressure on existing utilities and services	10	6	1	20	
Disturbance to biodiversity	0.5	0.5	0.0	0.11	
Noise generation	10	6	1	60	
Emergencies and fire hazards	0.5	0.5	15	3.75	



Damage to infrastructure	0.5	0.5	3	0.75	
Damage to exiting environmental setting/resources	0.5	0.5	3	0.75	
Transportation	3	0.5	15	22.5	
Social impacts	0.1	0.5	15	0.75	

5.6 Potential Environmental Enhancement Measures

In order to enhance the environment the following measures adopted:

- The important positive impact of the powerhouse has been generation of electricity, which reduce gap between supply and demand of electricity for Packages Limited. The other important positive impacts of the project operation are employment for skilled and semi-skilled workforce. In this regard, it is expected that Packages limited considers deploying local people as many as possible.
- Due to demolition work, is temporary employment opportunity for local people as well as outside experts. In addition, the project site can be used as an industrial estate for a new industrial venture because it would be enriched with the basic utilities and infrastructures.
- Trees are kept within the premises to beauty the Packages Limited around the project site.

CHAPTER VI

ENVIRONMENTAL MANAGEMENT AND MONITORING PLAN

6.0 Background:

The purpose of developing this Environmental Management and Monitoring Plan (EMMP) is to provide a dynamic guideline to the concerned stakeholders to define details of who, what, where and when environmental management and mitigation measures are to be implemented besides providing the contractors and proponents better on-site environmental management control over the life of the project. The scope of this Environmental Management and Monitoring Plan includes the activities during operational phase of project. However, to ensure the compatibility of the Environmental Management and Monitoring plan in accordance with the changing socio-cultural, economic and environmental factors, it is used as a dynamic tool which means that the EMMP would undergo necessary modifications to keep catering to the changing environmental needs of the project.

Table 6.1: Users of this EMMP would include but not be restricted to the following:

Sr. #	EMMP Elements	End Users
1	Background	All stakeholders -- internal and external Approval or consent authority e.g. EPA Punjab
2	Environmental Management	The management, honor of each office and supervisory staff of Packages Limited, Lahore. EPA Punjab
3	Implementation	The management, honor of each office and supervisory staff of Packages Limited, Lahore. EPA Punjab
4	Monitor and review	The management, honor of each office and supervisory staff of Packages Limited, Lahore. and EPA Punjab



6.1 EMMP Context:

Being an environment conscious and law abiding entity, Packages Limited, Lahore has decided to identify, develop and implement an EMMP that identifies the environmental aspects of their project besides providing them a guideline to tackle any environmental issues that may arise in the future. Under the Punjab Environmental Protection Act, 1997 (Amended, 2012), conducting an IEE/EIA prior to commencement of a project is obligatory. This is further reinforced through the IEE/EIA Rules 2000. A more elaborated guideline for Environmental Report Writing further provides a step by step procedure for drafting of an IEE/EIA report. An Environmental Management and Monitoring Plan has been made a compulsory part of the IEE/EIA report under the same guidelines. It is for this reason that Packages Limited, Lahore has planned to meet pre-requisite of the Environmental Approval by drafting a meticulously planned EMMP.

6.2 EMMP Objective:

The objectives underlying the EMMP of Packages Limited, Lahore are:

1. To provide guideline to the management and supervisory staff for conducting their activities in an environmentally responsible manner
2. To mitigate potential risks during operational phase of the project
3. To coordinate with the responsible approval authorities regarding the environmental efforts
4. To identify roles and responsibilities for the implementation of EMMP
5. To meet the regulatory obligation put forth by Punjab Environmental Protection Act, 1997 (Amended 2012)

6.3 Environmental Policy

Packages Limited, Lahore strives for environmental reverence which is why it has devised its environmental policy stating vision Packages Limited, Lahore towards environmental conservation. Our policy is:

1. to provide a modern yet sustainable and environmental friendly working condition to its employees



2. conserve natural resources through adopting less waste policy
3. energy conservation through promoting environment friendly designs
4. to provide trainings to all employees to meet our environmental objectives

6.4 Environmental Management and Monitoring Plan Structure and Responsibility

Table 6.2: Roles and Responsibilities

Sr. #	Positions	Significance	Stage	Environmental Responsibilities
1	Proponent / Owner	Critical	Operations	<ul style="list-style-type: none"> • Oversee Environmental Policy and EMMP • Serve as primary contact to the regulatory authorities • Commit resources to achieve environmental objectives
2	All Employees	Critical	Operation	<ul style="list-style-type: none"> • Attend training and understand their roles in the implementation of EMMP • Understand the Environmental Policy / Objectives and act accordingly • Participate in the review of EMMP • Coordinate with the responsible authorities within the project to report any noncompliance to their Environmental Policy
3	Maintenance Manager	Critical	Operation	<ul style="list-style-type: none"> • Understand the environmental policy of the project • Operate in accordance with the environmental policy • Ensure reducing the chances of increased solid waste



				<ul style="list-style-type: none">• Reduce water and energy wastage• Ensure all machineries /equipment are in good conditions• Ensure health and safety of the workers during construction / operational phase• Provides health, safety and environmental awareness trainings to the staff
4	Administrative Person Deal with Environment Issues	Critical	Operational	<ul style="list-style-type: none">• Understand the environmental policy of the project• Operate in accordance with the environmental policy• Ensure reducing the chances of increased solid waste• Reduce water and energy wastage• Ensure all machineries /equipment are in good conditions• Ensure health and safety of workers during operational phase• Receive health, safety and environmental awareness trainings• Prepare and maintain accidents/environmental risk records• Timely coordination with the responsible authority

6.5 Environmental Management Plan for Packages Limited, Lahore.

Packages Limited, Lahore believes in sustainable resource management which is why it has developed a comprehensive Environmental Management and Monitoring Plan for its operational phase.

Table 6.3: Environmental Management Plan

Sr. #	Environmental Element	Operational Phase
1	Sewage	<p>There would be no wastewater during operational because said project is an energy providing scheme.</p> <p>Domestic wastewater is managed by septic tanks which are already present in the Packages Limited, Lahore.</p>
2	Civil water supply	<ul style="list-style-type: none"> It is ensured that no activity tempers with the civil water supply system at the project site except cleaning and washing.
3	Solid waste	<ul style="list-style-type: none"> During operational phase, solid waste is only domestic which sanitary works of Packages Limited, Lahore collect it.
5	Noise	<ul style="list-style-type: none"> Any activity that generates noise is prohibited and limited. No noise generating activities are allowed after five in the evening. Powerhouse is in closed hall where noise is not out Powerhouse regular monitoring and inspection done Plantation done around the project site to make the project site environmental friendly as well as to reduce the noise pollution. Project site is away from the working unit in the Packages Limited, Lahore which is also positive point for Packages Limited, Lahore as well as to make the conditions in more favor.
6	Gaseous emissions and particulate	<ul style="list-style-type: none"> During operational phase, no activity is envisaged to take place which may generate dust of particulate matter of any

	matters / dust generation	significance. Under the control of the management all care is taking to keep the activities environmentally sound and sustainable.
7	Floor sweepings	• Floor sweepings is collected in bags and disposed of with solid waste which is ultimately collected by sanitary workers of that area.
8	Trash burning	• Trash burning is discouraged within the premises of the project.
09	Dust	• The project is not involved generating the dust because it is a powerhouse and provide the energy to Packages Limited.
10	Environment quality enhancement measures	• Environment quality enhancement measures like flower pots, green belts, planting of trees are provided around the said project.
11	Staff for environmental management plan	• Special staff is recruited to implement this Environmental Management Plan on regular basis. Administration is responsible for establishment of successful implementation of EMMP.

6.6 Environmental Monitoring Plan

Environmental monitoring is undertaken in accordance with the requirements of the environmental authority (EPA, Punjab) to ensure compliance to the Pakistan Environmental Quality Standards (PEQS) as and when required. Approximately 0.5 million PKR per year budget is reserved for the Environmental Monitoring and measures. Environmental monitoring includes parameters that will be mentioned in the Environmental Approval accorded by the Environmental Protection Agency, Punjab for its operational phase.



6.7 Institutional Arrangement

Administration under the supervision of the maintenance manager reports directly to the proponent. The administration consists of skilled personnel with expertise in health, environment and safety issues. Roles and responsibilities for the implementation of EMMP are further explained earlier under the head Roles and Responsibilities.

6.7.1 Reporting

The proponent aims to provide timely, relevant and appropriately presented information to the concerned government authorities, local community surrounding the project site on the environmental, health and safety performance of the project. The commitment would be met by record keeping and presenting it to the concerned authorities as and when required.

6.7.2 Staff Training

Staff training is important parameter that needs to be fulfilled adequately in order to ensure the successful implementation of environmental objectives. Keeping this fact under consideration, Packages Limited ensures that the employees and honor of each office receive appropriate environmental awareness training. This is obtained through a variety of methods including training sessions, formal/informal meetings and discussion and formal presentations. Environmental awareness training takes place at various stages of the persons concerned with the project. This occurs at the induction of any new employee/contractor/workers and makes a regular on-site feature. Records of training content and attendance maintained on regular basis.

There is proper staff and administration for maintaining the equipment of the powerhouse.

1. Their roles and responsibilities (including environmental incident reporting)
2. The environmental impacts (potential and actual) of their activities during operation
3. Natural hazards such as earth quake and floods etc.
4. The potential consequence of poor environmental performance



5. Site emergency plans and their execution procedures

#	Description	Responsibility	Who will be involved	Outcomes
1	Air Quality	Administration	All employees	<ul style="list-style-type: none">• Better understanding of the health impacts associated with air pollution• Develop a monitoring and reporting system for air pollution• Third party involvement especially EPA approved labs will be decided under potentially harmful circumstances
2	SWM	Administration	Staff	<ul style="list-style-type: none">• Improved understating regarding health impacts associated with unplanned waste management• A monitoring and reporting system that would enable the supervisor to keep control of all unnecessary scattering
3	Wastewater	Administration	Employees but specific attention to the staff	<ul style="list-style-type: none">• Improved understanding of the conservation techniques
4	Noise	Administration	All employee	<ul style="list-style-type: none">• Monitoring and reporting system for noise related issues if detected• Appropriate measures would be identified and implemented• Guidance to the employee on adopting good practices for noise



				and any other practice that otherwise could lead to environmental nuisance.
5	Firefighting	Administration	All employee	<ul style="list-style-type: none"> • Improved understanding of keeping a tab on all potential threats that could lead to fire hazards • Understanding on how to use the firefighting equipment • Understanding regarding emergency exits and use of fire point
6	Landscaping	Administration	Staff	<ul style="list-style-type: none"> • Improved efforts for maintaining the green belts and tree plantations
7	Accidental Spills	Administration	All staff	<ul style="list-style-type: none"> • Improved understanding regarding how to react during minor and major spills according to the measures identified

6.8 Environmental Audits and Reviews

Packages Limited, Lahore ensures conducting environmental audits to assess compliance with the conditions set under the environmental legislation and those mentioned by the EPA, Punjab during grant of Environmental Approvals. The objective of the environmental audit and review is to monitor and report both compliance and non-compliance with the statutes, EMMP and the conditions set under Environmental Approval. This is for operational phase of the project under the supervision of the administration.

6.9 Public Consultation

Social survey was held with the surroundings from the project area. They were of the view that the project is income opportunities for the surrounding community ultimately



helping in the reduction of poverty in the area to a greater extent. A sample of the questionnaire used for public consultation is attached along as **Annexure**.

Emphasis was placed on community awareness and perception about the project. This was an important component of the entire study as social assessments are complementary part of environmental assessment. By and large, the people of the project area are well aware of the project and can well anticipate the activities that are entailed as the project entered in its operational phase. All of the respondents who participated in the public consultation process was in favor of the project considering it beneficial both economically and socially. According to their point of view that the project is boosting their income by providing small income generating opportunities. People foresee this project as a positive precursor that would give rise to employment opportunities and small vendor's activities. No opposition from the public was confronted for the project.

6.10 Compensation in Money Terms

The said project is lies within the premises of Packages Limited. There is no cutting of flora and no harm to fauna by project. There is no any structure or residence which is going to be damaged by project so there is no need for money compensation. Project is environment friendly.

6.11 Replacement, Relocation and Rehabilitation

Proposed project is done within the domain of Packages Limited where there is neither any population nor any structure. So there is no need for replacement, relocation and rehabilitation of project. Project is about generation of energy. So, said project is environment friendly in all aspects.



CHAPTER VII

CONCLUSIONS AND RECOMMENDATIONS

Packages Limited is a manufacturing concern that is involved in the production and sale of packaging materials and tissue products and project is within the premises of Packages Limited located at Shahrah e Roomi P.O. Amer-sidhu, Lahore. The project falls under Schedule-I (List of projects requiring an IEE). The project requires an Initial Environmental Examination (IEE). In order to ensure compliance with the lawful provision of section 12 of PEPA 1997 (Amended 2012) read with IEE/EIA Regulations 2000, the Initial Environmental Examination (IEE) Report has been prepared and is being filed to the Environmental Protection Agency, Lahore for issuance of environmental approval.

Accordingly, this IEE report describes social, environmental, physical and other relevant aspects of the project during operation and at its regular occupancy. The report also specifies necessary measures to be adopted for mitigation of environmental impact on the environment. It also provides information as desired under the format used for the preparation of this IEE Report.

A detailed impact assessment was discussed associated with the operational phase under the head "Impact Assessment and mitigation Measures". All infrastructure e.g., road, sewerage, water supply, electric supply, gas etc. already exist in the project area. The project is an environmental friendly site and working before 1997. Total solid waste generated from the project comprise mainly of paper, plastics organic matter and food waste. The municipal waste ultimately collected by sanitary workers of Packages Limited from where sanitary workers collect of that area and manages according to their practices. The project is its own administration set up for environmental monitoring and maintenance of site at operation stage. In order to handle fire hazards, fire hydrants and sprinklers are provided at many locations within the premises.

The baseline study has been conducted reviewing the available literature. The overall impact of the project is considered positive.

At the operational stage, traffic management, wastewater and solid waste generation, and emergency response are the significant impacts that are being managed. Mitigation measures and their responsibility for each of the mitigation have been given in the report. Emergency Response Plan is developed. The mitigation measures are strictly implemented to save the environment.

For the effective implementation and management of the mitigation measures, an outline Environmental Management and Monitoring Plan (EMMP) has been developed.

The project is also based on the principles of sustainable development.

7.1 Conclusion

In view of the above it has been concluded project that is powerhouse of Packages Limited at Lahore is environment friendly at all aspects. Project provides energy to the Packages Limited system and makes the independently at all extent in case of energy. All mitigation measures are predicted and are managed and make the project environment friendly. It is therefore requested to issue the environmental approval under section 12 of PEPA 1997 (Amended 2012) for project.