

The Registrar,
Oil & Gas Regulatory Authority (OGRA),
54 West, A.K.M, Fazl-ul-Haq Road,
Islamabad, Pakistan

13th November 2020

SUBJECT: APPLICATION OF RLNG TRANSMISSION LICENSE BY ENERGAS TERMINAL PRIVATE LIMITED

Dear Sir,

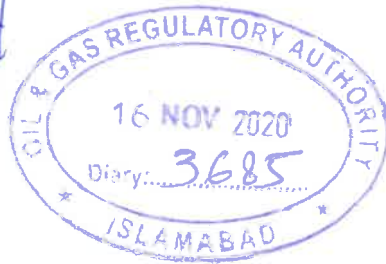
I am pleased to enclose an application on behalf of Energas Terminal (Private) Limited ("ETPL") for the RLNG Transmission License as per the Natural Gas regulatory Authority (Licensing) Rules, 2002.

You are requested to accept our application for the RLNG Transmission License and initiate the license approval process. In case any required detail is missing from the application, please do let us know. We eagerly look forward to the license approval from your office in an expeditious manner.

Best Regards,



Anser Ahmed Khan
Chief Executive Officer



Recd at 4:45

DED
→ Please ask to petition to send two more copies of this petition and process/evaluation.
19/11

Amir Butt
17/11/20

F-1
Revised
25/11/2020
4:35


DEED(Do)
25/11/2020
Copies Received, please. SFD (Grans) *25/11/2020*
Please send the same to Gas and Fric *25/11*
L.O

SCHEDULE – I
[see rule 4 (2)]

NATURAL GAS REGULATORY AUTHORITY
License Application Form

Ref No.: _____

Date: 13/11/2020

1	Name of the Company (Applicant):	ENERGAS Terminal (Private) Limited
2	Company's full address along with telephone, fax, e-mail and web details:	Address: 6-A, Muhammad Ali Housing Society, A. Aziz Hashim Tabba Street, Karachi, Gulshan Town Sindh 75350, Pakistan Telephone Number: 021-34168203 Fax Number: 021-34168202 E-mail: info@energass-lng.com Website: www.energass-lng.com
3	Name, title and authorized signature of the Company's Chief Executive:	Name: Anser Ahmed Khan Title: Chief Executive Officer Specimen Signature: 
4	Names and addresses of current Directors of the Applicant:	Attached as Appendix B
5	Name and address of any person or corporate body with a holding of more than one percent (1%) or more in the Applicant:	<ul style="list-style-type: none"> i. Yunus Brothers Group: 6-A, Muhammad Ali Housing Society, A. Aziz Hashim Tabba Street, Karachi, Gulshan Town Sindh 75350 ii. Sapphire Energy Private Limited: 7A/K Main Boulevard, Gulberg 2, Lahore 54660 iii. Mian Karim Ud Din: House No. 2, Askari Villas, Sarwar Road, Lahore Cantt, Lahore, 54810 iv. Mr. Anser Ahmed Khan: House No. 4, Phase 2 South, DHA, Karachi, 75500

Applicant: Energass Terminal (Private) Limited

1	Regulated Activity for which a license is sought	Natural Gas/RLNG Transmission License
2	Nature of license applied for (if exclusive, please provide detailed justification)	Non-Exclusive
3	Period for which the license is sought:	From: 1 December 2020 To: 1 December 2050
4	Details of any license held, applied for, or applied for and refused under the Rules, by the Applicant, or any of the interested parties, or any of their affiliated or related undertakings:	Application for Construction License by Energas Terminal Private Limited (in process) Application for Gas Sales License by Energas Marketing Private Limited (in process)

SCHEDULE – II
[See Rules 29 and 33]

1. The following fee shall be payable for the application, grant and renewal of a license:

(a) The following application fees, payable at the time of filing the application, namely:

(a) For a transmission license: Rs. 750,000;

In light of the above extract from the “Natural Gas Regulatory Authority (Licensing) Rules, 2002” please find a pay order for Rupees 750,000 attached with this application.

Pay Order to OGRA

Business Brief:

With natural gas playing a key role in Pakistan's energy balance and our indigenous resources depleting coupled with ever increasing demand a shortage was inevitable. This demand supply gap needs to be bridged for economic growth to be sustained and keeping this in mind the shareholders of Energas decided to develop an LNG terminal to ensure availability of affordable, competitive, and sustainable gas supply for their own captive use and their partners (their associated / affiliated companies), and to other gas buyers who wish to procure regasified LNG.

Energas's business model is in line with those followed by power utilities across the Far East, where operational control of the Terminal is key. The company's shareholders are progressive business groups with interest in setting up additional power projects in line with the Government of Pakistan ("GoP") Energy program. As a buyers-only Consortium with shared interests, Energas also aims to act as an aggregator for a diversified customer base, which may not be able to secure large quantities of LNG on its own.

The terminal will be located in Chara Creek in Port Qasim and will be designed for the unloading of LNG through STS operations with an FSRU. The FSRU will receive LNG from the LNG carriers, perform regasification and provide natural gas to the jetty which will then supply through a pipeline to the metering station and from there on to the SSGC natural gas grid. The regasification capacity of the FSRU is aimed at 750 mmscfd – 1 bcf and a storage capacity at 173,000 m³. The LNG carrier will be moored ship to ship with the FSRU and will have a maximum capacity of 266,000m³.

List of Requirements for Transmission License from the Natural Gas Regulatory Authority (Licensing) Rules, 2002

Req. No.	Requirement Detail	Appendix/Details	Explanation
3 (a)	attested copies of the memorandum and articles of association of the applicant;	A 11-32	
3 (b)	attested copy of the applicant's certificate of commencement of business;	Not Applicable —	Please refer Certificate of Incorporation attached in Appendix B
3 (c)	attested copy of the latest yearly submission to the Registrar of Companies;	C 36-40	
3 (d)	attested copy of the latest audited annual and unaudited half yearly financial statements of the applicant;	D 41-52	
3 (e)	attested copy of the corporate authorization allowing the submission of the application;	E 54	
3 (f)	in the case of an applicant being a subsidiary company, the documents specified in clauses (a) to (d) of this sub-rule, pertaining to its holding company;	Not Applicable —	ETPL is not a subsidiary company
3 (g)	details of the consents required under applicable laws, from persons other than the Authority, for carrying on the relevant regulated activities and the status of such consents;	F 56-79	
3 (h)	details of the technical and financial expertise and resources available for carrying out the relevant regulated activities;	G 81-252	
3 (i)	details of the resources and expertise available to handle emergency situations arising out of natural calamities, accidental or criminal acts or omissions, specifying which such resources are available and which are to be procured;	G 85-292	

3 (j)	a list of the names and business addresses of the applicant's senior management, including without limitation, departmental and/or divisional heads;	<p>i. Muhammad Ali Tabba, Designation: Chairman/Director, Address: 6-A, Muhammad Ali Housing Society, A. Aziz Hashim Tabba Street, Karachi, Gulshan Town Sindh 75350</p> <p>ii. Shahid Abdullah, Designation: Director Address: 3-Ahmed Block, New Garden Town, Lahore, 54700</p> <p>iii. Mian Karim Ud Din, Designation: Director Address: House No. 2, Askari Villas, Sarwar Road, Lahore Cantt, Lahore, 54810</p> <p>iv. Anser Ahmed Khan, Designation: CEO Address: 6-A, Muhammad Ali Housing Society, A. Aziz Hashim Tabba Street, Karachi, Gulshan Town Sindh 75350</p>	
3 (k)	if the applicant or any of its officers or directors, directly or indirectly, owns, controls, or holds ten percent or more of the voting interest in any other person engaged in the production, transmission, distribution, or sale of natural gas, or in any person engaged in the financing, construction, maintenance or operation of such facilities, a detailed explanation of each such relationship, including the percentage of voting interest owned, held or controlled;	Not Applicable	
3 (l)	a list of all other applications, petitions or filings filed by the applicant which are pending before the Authority at the time of the filing of this application and which directly and significantly affect this application, including an explanation of any material effect the grant or denial of those other applications, petitions or filings will have on this application and of any material effect the grant or denial of this application	Application for construction license submitted to OGRA by Energas Terminal (Private) Limited and application for gas sales license submitted to OGRA by sister company, Energas Marketing (Private) Limited. Both are currently in progress.	

	will have on those other applications, petitions or filings;		
3 (m)	<p>details of the following market data:</p> <p>(i) an estimate of the volume of natural gas to be transmitted, distributed or sold;</p> <p>(ii) number and consumption details of customers;</p> <p>(iii) the applicant's total annual peak day natural gas requirement;</p> <p>(iv) total past (if applicable) and expected curtailments of service by the applicant; and</p>	H	293/c
3 (n)	maps issued or certified by the Survey of Pakistan, drawn to an appropriate scale showing details of area where the project is proposed to be located and the principal geographical features of the said areas;	I	295-305/c
3 (o)	details of the sources and the quality of supply of LNG including forecasts of the available quantity from such sources;	J	307
3 (p)	details of how the applicant proposes to meet the safety and service obligations prescribed by the Authority;	K	309-389
3 (q)	<p>details of the capacity and estimated throughput, of the transmission facilities, per annum for ten years following the proposed grant of the license;</p>		The pipeline is designed to have normal working capacity of 750mmscf and a maximum capacity of 1000mmscf. The annual gas sales forecast for the next 10 years is available in Appendix H.
3 (r)	technical specifications of the transmission facilities (existing and proposed), included without limitation, specification for the design, construction, operation and maintenance of the facilities;	L	391-530/c
3 (s)	such other information of documentation as the Authority may, from time to time, require, including without limitation, supplementary information or documentation required by the Authority to clarify		Will be provided upon request

the information contained in the application.		
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APPENDIX-A

THE COMPANIES ACT, 2017
(PRIVATE COMPANY LIMITED BY SHARES)

MEMORANDUM OF ASSOCIATION

OF

ENERGAS TERMINAL (PRIVATE) LIMITED

NAME

1. The name of the Company is "ENERGAS TERMINAL (PRIVATE) LIMITED".

REGISTERED OFFICE

2. The Registered Office of the Company will be situated in the Province of Sindh.

OBJECT

3. (i) The principal object of the Company shall be to develop, design, construct, complete, own, possess, manage, operate and maintain infrastructure for processing, storing, transporting, shipping, terminalling, transmitting, distributing, liquefying, re-gasifying buying, selling, importing, exporting, trading and supplying of LNG, CNG, RING, condensate LPG, NGL, NOL, natural and refinery gases and by-products for domestic, commercial or industrial uses or for lighting, heating, power generation or any other purpose whatsoever and also to carry on the business of sell, import, export and trading of oils, petroleum and natural gas and any components together with all machinery, equipments and works ancillary thereto and allied businesses.
- (ii) Except for the businesses mentioned in sub-clause (iii) hereunder, the company shall engage in all the lawful businesses and shall be authorized to take all necessary steps and actions in connection therewith and ancillary thereto.
- (iii) Notwithstanding anything contained in the foregoing sub-clauses of this clause 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.

- (iv) It is hereby undertaken that the company shall not:
- (a) engage in any of the business mentioned in sub-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.

LIABILITY

4. The liability of the members is limited.

CAPITAL

5. The authorised capital of the company is Rs.100,000/- (Rupees One Hundred Thousand Only) divided into 10,000 (Ten Thousand) Ordinary shares of Rs.10/- (Ten) each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with powers to increase, sub-divide, consolidate or reorganize the capital of the Company and to divide the shares in the capital of the Company for the time being into several classes in accordance with the provisions of the Companies Act, 2017, as amended from time to time and to attach thereto respectively such special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company, provided however, that rights, as between various classes of ordinary shares, if any, as to profits, votes and other benefits shall be strictly proportionate to the paid up value of the shares.

We, the several persons whose names, and addresses and descriptions 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:

S. No.	Name and Surname (Present & Former in full) (in Block Letters)	Father's / Husband's Name in full	NIC / Passport Number	Occupation	Residential Address in full	Number of Shares Taken by each Subscriber	Signature
1.	Y. B. Pakistan Limited Through Authorised Representative Mr. Muhammad Ali Tabba	N/A Abdul Razzak Tabba (Late)	0077837 42201-6464247-3	Public Limited Company Business Executive	First Floor, Sindh Market, M. A. Jinnah Road, Karachi. 17/1/A Johar Road, Muhammad Ali Housing Society, Karachi	2,000 (Two Thousand)	
2.	Sapphire Electric Company Limited Shahid Abdullah	N/A Muhammad Abdullah	0049349 42201-5225618-1	Public Limited Company Business Executive	7A/K, Main Boulevard, Gulberg-II, Lahore 3-Ahmed Block, New Garden Town, Lahore	3,000 (Three Thousand)	
3.	Mr. Anser Ahmed Khan	Imlak Ahmed Khan	423017-918603-3	Business Executive	House No.4, Street 16 South, Phase 2, D H A Karachi	2,000 (Two Thousand)	
4.	Mian Karim Ud Din	Mian Mohammad Sharif	352002-128262-1	Business Executive	House # 02, Askari Villas, Sarwar Road, Lahore Cantt.	3,000 (Three Thousand)	
					TOTAL	10,000 (Ten Thousand)	

Dated this 16th day of August, 2017

Certified to be true copy
20/08/17
Asst. Company Registrar of the Capital City

The Companies Act, 2017
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

ENERGAS TERMINAL (PRIVATE) LIMITED

PRELIMINARY

- 1. The Regulations contained in Table 'A' in the First Schedule to the Companies Act, 2017 shall not apply to the Company except to the extent and as hereinafter, expressly incorporated. In case of any conflict between the provisions referred to and the provisions herein contained and the incorporated Regulations of Table 'A', the provisions herein contained shall prevail.

In the interpretation of these Articles

- (a) "Act" means the Companies Act, 2017.
- (b) "Articles" means the articles of association of a company framed in accordance with the company law or this Act;
- (c) "Authorised Capital" or "Nominal Capital" means such capital as is authorised by the memorandum of a company to be the maximum amount of share capital of the company;
- (d) "Board", in relation to a company, means board of directors of the company;
- (e) "Book and Paper" and "Book or Paper" includes books of account, cost accounting records, deeds, vouchers, writings- documents, minutes and registers maintained on paper or in electronic form;
- (f) "The Chairman" means the Chairman of the Board elected for the time being.
- (g) "Chartered Accountants" shall have the same meaning as assigned to it under the Chartered Accountants Ordinance, 1961 (X of 1961);
- (h) "Chief Executive", in relation to a company means an individual who, subject to control and directions of the board is entrusted with whole, or substantially whole, of the powers of management of affairs of the company and includes a director or any other person occupying the position of a chief executive, by whatever name called, and whether under a contract of service or otherwise;
- (i) "Chief Financial Officer," means an individual appointed to perform such functions and duties as are customarily performed by a Chief Financial Officer;

- (j) **"Commission"** shall have the same meaning as assigned to it under the Securities and Exchange Commission of Pakistan Act, 1997 (XLII of 1997);
- (k) **"Company"** means **ENERGAS TERMINAL (PRIVATE) LIMITED** formed and registered under Companies Act, 2017.
- (l) **"Company Secretary"** means any individual appointed to perform secretarial and other duties customarily performed by a company secretary and declared as such, having such qualifications and experience, as may be specified;
- (m) **"Debenture"** includes debenture stock, bonds, terms finance certificate or any other instrument of a company evidencing a debt, whether constituting a mortgage or charge on the assets of the company or not;
- (n) **"Director"** includes any person occupying the position of a director, by whatever name called;
- (o) **"E-Service"** means any service or means provided by the Commission for the lodging or filing of electronic documents;
- (p) **"Financial Year"** in relation to a company or any other body corporate, means the period in respect of which an / financial statement of the company or the body corporate, as the case may be, laid before it in general meeting, is made up, whether that period is a year or not;
- (q) **"Government"** includes Federal Government or, as the case may be, Provincial Governments unless otherwise expressly provided in this Act;
- (r) **"Memorandum"** means the memorandum of association of a company as originally framed or as altered from time to time in pursuance of Company law or of this Act;
- (s) **"Mortgage or Charge"** means an interest or lien created on the property or assets of a company or any of its undertakings or both as security;
- (t) **"Officer"** includes any director, Chief Executive, Chief Financial Officer, Company Secretary or other authorized Officer of a Company;
- (u) **"Ordinary Resolution"** means a resolution passed by a simple majority of such members of the company entitled to vote as are present in person or by proxy or exercise the option to vote through postal ballot, as provided in the articles or as may be specified, at a general meeting;

- (v) **"Redeemable Capital"** includes sukuk and other forms of finances obtained on the basis of Participation Term Certificate (PTC), Musharika Certificate, Term Finance Certificate (TFC) or any other security or obligation not based on interest, representing an instrument or a certificate of specified denomination, called the face value or nominal value, evidencing investment of the holder in the capital of the company other than share capital, on terms and conditions of the agreement for the issue of such instrument or certificate or such other certificate or instrument as the concerned Minister-in-Charge of the Federal Government may, by notification in the official Gazette, specify, for the purpose;
- (w) **"Register of Companies"** means the register of Companies maintained by the registrar on paper or in any electronic form under this Act;
- (x) **"Regulations"** means the regulations made by the Commission under this Act;
- (y) **"Rules"** means rules made by the Federal Government under this Act;
- (z) **"Scheduled Bank"** shall have the same meaning as assigned to it under the State Bank of Pakistan Act, 1956 (XXXIII of 1956).
- (aa) **"Section"** means section of the Act.
- (bb) **"Seal"** means the Common Seal or Official Seal of the company, as the case may be.
- (cc) **"Share"** means a share in the share capital of a Company.
- (dd) **"Special Resolution"** means a resolution which has been passed by a majority of not less than three-fourths of such members of the company entitled to vote as are present in person or by proxy or vote through postal ballot at a general meeting of which not less than twenty-one days' notice specifying the intention to propose the resolution as a special resolution has been duly given:
- (ee) **"Voting Right"** means the right of a member of a company to vote on any matter in a meeting of the Company either present in person or through Video Link or by proxy or by means of postal ballot:

Unless the context otherwise requires, words or expressions contained in these Articles shall have the same meaning as in the Act and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include feminine, and words importing persons shall include bodies corporate.

BUSINESS

- 2. (a) The business of the company shall include the several objects expressed in the various clauses of the Memorandum of Association or any of them.

- (b) The business of the Company may be commenced immediately after the incorporation of the Company or as the Directors shall think fit, notwithstanding that a part of the capital has been subscribed.

SHARE CAPITAL

3. The authorised capital of the company is Rs.100,000/- (Rupees One Hundred Thousand Only) divided into 10,000 (Ten Thousand) Ordinary shares of Rs.10/- (Ten) each with the rights, privileges and conditions attaching thereto as are provided by the regulations of the Company for the time being, with powers to increase, sub-divide, consolidate or reorganize the capital of the Company and to divide the shares in the capital of the Company for the time being into several classes in accordance with the provisions of the Companies Act, 2017, as amended from time to time and to attach thereto respectively such special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company, provided however, that rights, as between various classes of ordinary shares, if any, as to profits, votes and other benefits shall be strictly proportionate to the paid up value of the shares.

SHARE CERTIFICATES

4. In case of shares in the physical form, every person whose name is entered as a member in the register of members shall, without payment, be entitled to receive, within thirty days after allotment or within fifteen days of the application for registration of transfer, a certificate under the seal specifying the share or shares held by him and the amount paid up thereon.

Provided that if the shares are in book entry form or in case of conversion of physical shares and other transferable securities into book-entry form, the company shall, within ten days after an application is made for the registration of the transfer of any shares or other securities to a central depository, register such transfer in the name of the central depository.

5. The company shall not be bound to issue more than one certificate in respect of a share or shares in the physical form, held jointly by several persons and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
6. If a share certificate in physical form is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one hundred rupees, and on such terms, if any, as to evidence and indemnity and payment of expenses incurred by the company in investigating title as the directors think fit.
7. Except to the extent and in the manner allowed by section 86, no part of the funds of the company shall be employed in the purchase of or in loans upon the security of the company's shares.

TRANSFER AND TRANSMISSION OF SHARES

- 8. The instrument of transfer of any share in physical form in the company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- 9. Shares in physical form in the company shall be transferred in the following form or in any usual or common form which the directors shall approve:

**FORM FOR TRANSFER OF SHARES
(First Schedule to the Companies Act, 2017)**

I _____ s/o. _____ r/o. _____ (hereinafter called the "transferor") in consideration of the sum of rupees _____ paid to me by _____ s/o. _____ r/o. _____ (hereinafter called the "transferee") do hereby transfer to the said transferee _____ the share (or shares) with distinctive numbers from _____ to _____ 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

Full Name, Father's / Husband's Name
 CNIC Number
 (in case of foreigner, Passport Number)
 Nationality
 Occupation
 Usual Residential Address

Transferee

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

Witness 1:

Signature _____
 Date _____
 Name _____
 CNIC Number _____
 Full Address _____

Witness 2:

Signature _____
 Date _____
 Name _____
 CNIC Number _____
 Full Address _____

Bank Account Details of Transferee for Payment of Cash Dividend

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	
Bank Account Number	
Bank's Name	
Branch Name and Address	

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)

10. Subject to the restrictions contained in Article 13 and 14, the directors shall not refuse to transfer any share unless the transfer deed is defective or invalid. The directors may also suspend the registration of transfers during the ten days immediately preceding a general meeting or prior to the determination of entitlement or rights of the shareholders by giving seven days' previous notice in the manner provided in the Act. The directors may, in case of shares in physical form, decline to recognize any instrument of transfer unless:
 - (a) a fee not exceeding fifty rupees or as may be determined by the directors is paid to the company in respect thereof; and
 - (b) the duly stamped instrument of transfer is accompanied by the certificate of 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.

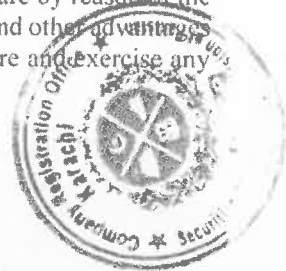
11. If the directors refuse to register a transfer of shares, they shall within fifteen days after the date on which the transfer deed was lodged with the company send to the transferee and the transferor notice of the refusal indicating the defect or invalidity to the transferee, who shall, after removal of such defect or invalidity be entitled to re-lodge the transfer deed with the company.

Provided that where the transferee is a central depository, the refusal shall be conveyed by the company within five days from the date on which the instrument of transfer was lodged with it by notifying the defect or invalidity to the transferee, who shall, after the removal of such defect or invalidity, be entitled to re-lodge the transfer deed with the company.



TRANSMISSION OF SHARES

- 12. The executors, administrators, heirs, or nominees, as the case may be, of a deceased sole holder of a share shall be the only persons recognized 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 recognized by the company to deal with the share in accordance with the law.
- 13. 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 to the register of members.
- 14. A person may on acquiring interest in a company as a 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, son or daughter, the right to protect the interest of the legal heirs in the shares of the deceased in the event of his/her 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.
- 15. The person nominated under Article 14 shall, after the death of the member, be deemed as a member of company till the shares are transferred to the legal heirs and if the deceased was a director of the company, not being a listed company, the nominee shall also act as director of the company to protect the interest of the legal heirs.
- 16. A person to be deemed as a member under Articles 13, 14 and 15 to a share by reason of the death or insolvency 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.



ALTERATION OF SHARE CAPITAL

- 17. The company may, by special resolution:
 - (a) increase its authorised capital by such amount as it thinks expedient.
 - (b) consolidate and divide the whole or any part of its share capital into shares of larger amount than its existing shares.
 - (c) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the provisions of section 85.
 - (d) cancel 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 the share so cancelled.

- 18. Subject to the provisions of the Act, all new shares shall at the first instance be offered to such persons as at the date of the offer are entitled to such issue in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by Letter of Offer specifying the number of shares offered and limiting a time within which the offer, if not accepted, will deem to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which by reason of the ratio which the new shares bear to shares held by persons conveniently offered under this Article.
- 19. The new shares shall be subject to the same provisions with reference to transfer, transmission and otherwise, as the shares in the original share capital.
- 20. The company may, by special resolution, reduce its share capital in any manner and with, and subject to confirmation by the Court and any incident authorised and consent required, by law.

GENERAL MEETINGS

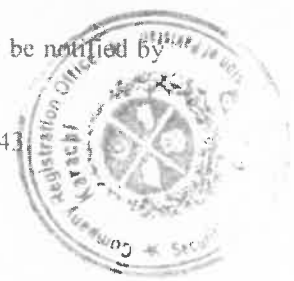
- 21. A general meeting, to be called annual general meeting, shall be held, in accordance with the provisions of section 132, within sixteen months from the date of incorporation of the company and thereafter once at least in every year within a period of four months following the close of its financial year.
- 22. All general meetings of a company other than the statutory meeting or an annual general meeting mentioned in sections 131 and 132 respectively shall be called "Extra-ordinary general meetings".
- 23. The directors may, whenever they think fit, call an extra-ordinary general meeting. Extra-ordinary general meetings shall also be called on such requisition, or in default, may be called by such requisitionists, as provided by section 133. If at any time, there are not within Pakistan sufficient directors capable of acting to form a quorum, any director of the company may call an extra-ordinary general meeting, in the same manner as nearly as possible as that in which meetings may be called by the directors.
- 24. The company may provide video-link facility to its members for attending general meeting at places other than the town in which general meeting is taking place after considering the geographical dispersal of its members.

NOTICE AND PROCEEDINGS OF GENERAL MEETINGS

- 25. Twenty-one days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business, shall be given in manner provided by the Act for the general meeting, to such persons as are, under the Act or the Articles of the company, entitled to receive such notice from the company; but the accidental omission to give notice to, or the non-receipt of notice by, any member shall not invalidate the proceedings at any general meeting.



- 26. All the business transacted at a general meeting shall be deemed special other than the business stated in sub-section (2) of section 134 namely: the consideration of financial statements and the reports of the board and auditors, the declaration of any dividend, the election and appointment of directors in place of those retiring and the appointment of the auditors and fixing of their remuneration.
- 27. No business shall be transacted at any general meeting unless a quorum of members is present at that time when the meeting proceeds to business, save as herein otherwise provided, two members present in person, or by proxy or through video-link who represent not less than twenty-five percent of the total voting power either of their own account or as proxies shall be a quorum.
- 28. 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, being not less than two, shall be a quorum.
- 29. The chairman of the board of directors, if any, shall preside as chairman at every general meeting of the company, but if there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for the meeting, or is unwilling to act as chairman, any one of the directors present, may be elected to be chairman and if none of the directors is present, or willing to act as chairman, the members present shall choose one of their number to be the chairman.
- 30. The chairman 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 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 fifteen 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.
- 31. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded. Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the company 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.
- 32. At any general meeting, the company shall transact such businesses as may be notified by the Commission, only through postal ballot.
- 32. A poll may be demanded only in accordance with the provisions of section 143.

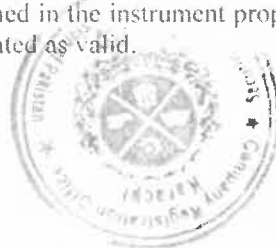


- 33. If a poll is duly demanded, it shall be taken in accordance with the manner laid down in sections 144 and 145 and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 34. A poll demanded on the election of chairman or on a question of adjournment shall be taken at once.
- 35. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall have and exercise a second or casting vote.
- 36. Except for the businesses specified under sub-section (2) of section 134 to be conducted in the annual general meeting, the members of a private company, may pass a resolution (ordinary or special) by circulation signed by all the members for the time being entitled to receive notice of a meeting. The resolution by circulation shall be deemed to be passed on the date of signing by the last of the signatory member to such resolution.

VOTES OF MEMBERS

- 37. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote except for election of directors in which case the provisions of section 159 shall apply. On a poll every member shall have voting rights as laid down in section 134.
- 38. In 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-holders and for this purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 39. 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 show of hands or on a poll or through proxy or video link, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
- 40. On a poll votes may be given either personally or by proxy or through video-link or through postal ballot.

Provided that no body corporate shall vote by proxy as long as a resolution of its directors in accordance with the provisions of section 138 is in force.
- 41. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing.
- 42. The instrument appointing a proxy and the power-of-attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.



42. An instrument appointing a proxy may be in the following form, or a form as near thereto as may be:

INSTRUMENT OF PROXY
ENERGAS TERMINAL (PRIVATE) LIMITED

I _____ s/o. _____ r/o. _____ being a member of the _____ Limited, hereby appoint _____ s/o. _____ r/o. _____ as my proxy to attend and vote on my behalf at the (statutory, annual, extraordinary general meeting, as the case may be) of the company to be held on the _____ day of _____ 20____ and at any adjournment thereof.

43. 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 the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

44. The following are the first directors of the company, however, that the number of directors shall not in any case be less than two, as specified in section 154 and they shall hold office until the election of directors in the first annual general meeting:

- 1. **Mr. Muhammad Ali Tabba**
- 2. **Mr. Anser Ahmed Khan**
- 3. **Mian Karim Ud Din**
- 4. **Mr. Shahid Abdullah**



45. The remuneration of the directors shall from time to time be determined by the company in general meeting subject to the provisions of the Act.

46. Save as provided in section 153(i), no person shall be appointed as a director unless he is a member of the company.

POWERS AND DUTIES OF DIRECTORS

47. The business of the company shall be managed by the directors, who may pay all expenses incurred in promoting and registering the company and may exercise all such powers of the company as are not by the Act or any statutory modification thereof for the time being in force, or by these Articles, required to be exercised by the company in general meeting, subject nevertheless to the provisions of the Act or to any of these Articles, and such Article being not inconsistent with the aforesaid provisions, as may be prescribed by the company in general meeting but no Article made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if that Article had not been made.

- 48. The directors shall appoint a chief executive in accordance with the provisions of sections 186 and 187.
- 49. The amount for the time being remaining undischarged of moneys borrowed or raised by the directors for the purposes of the company (otherwise than by the issue of share capital) shall not at any time, without the sanction of the company in general meeting, exceed the issued share capital of the company.
- 50. The directors shall duly comply with the provisions of the Act, or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of the particulars of mortgages, charges and pledge affecting the property of the company or created by it, to the keeping of a register of the directors, and to the sending to the registrar of an annual list of members, and a summary of particulars relating thereto and notice of any consolidation or increase of share capital, or sub-division of shares, and copies of special resolutions and a copy of the register of directors and notifications of any changes therein.

MINUTE BOOKS

- 51. The directors shall cause records to be kept and minutes to be made in book or books with regard to:
 - (a) all resolutions and proceedings of general meeting(s) and the meeting(s) of directors and Committee(s) of directors, and every member present at any general meeting and every director present at any meeting of directors or Committee of directors shall put his signature in a book to be kept for that purpose.
 - (b) recording the names of the persons present at each meeting of the directors and of any committee of the directors, and the general meeting.
 - (c) all orders made by the directors and Committee(s) of directors.

Provided that all records related to proceedings through video-link shall be maintained in accordance with the relevant regulations specified by the Commission which shall be appropriately rendered into writing as part of the minute books according to the said Regulations.

THE SEAL

- 52. The directors shall provide for the safe custody of the seal and the seal shall not be affixed to any instrument except by the authority of a resolution of the board of directors or by a committee of directors authorized in that behalf by the directors and in the presence of at least two directors and of the secretary or such other person as the directors may appoint for the purpose and those two directors and secretary or other person as aforesaid, shall sign every instrument to which the seal of the company is so affixed in their presence.



DISQUALIFICATION OF DIRECTORS

- 53. No person shall become the director of a company if he suffers from any of the disabilities or disqualifications mentioned in section 153 or disqualified or debarred from holding such office under any of the provisions of the Act as the case may be and, if already a director, shall cease to hold such office from the date he so becomes disqualified or disabled.

Provided, however, that 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 of which he is director, 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.

PROCEEDINGS OF DIRECTORS

- 54. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. A director may, and the secretary on the requisition of a director shall, at any time, summon a meeting of directors. Notice sent to a director through email whether such director is in Pakistan or outside Pakistan shall be a valid notice.
- 55. The directors may elect a chairman of their meetings on rotational basis and he shall hold office for a period of three years unless he earlier resigns, becomes disqualified from being a Director or otherwise ceases to hold office determine, but, if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same or is unwilling to act as chairman, the directors present may choose one of their number to be chairman of the meeting.
- 56. At least one-third (1/3rd) of the total number of directors or two (2) directors whichever is higher, for the time being of the company, present personally or through video-link, shall constitute a quorum.
- 57. Save as otherwise expressly provided in the Act, every question at meetings of the board shall be determined by a majority of votes of the directors present in person or through video-link, each director having one vote. In case of an equality of votes or tie, the chairman shall have a casting vote in addition to his original vote as a director.
- 58. The directors may delegate any of their powers not required to be exercised in their meeting 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 restrictions that may be imposed on them by the directors.
- 59. A committee may elect a chairman of its meetings; but, if no such chairman is elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same or is unwilling to act as chairman, the members present may choose one of their number to be chairman of the meeting.
- 60. 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. In case of an equality of votes, the chairman shall have and exercise a second or casting vote.



60. All acts done by any meeting of the directors or of a committee of directors, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
61. A copy of the draft minutes of meeting of the board of directors shall be furnished to every director within seven working days of the date of meeting.
62. A resolution in writing signed by all the directors for the time being entitled to receive notice of a meeting of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

FILLING OF VACANCIES

63. At the first annual general meeting of the company, all the directors shall stand retired from office, and directors shall be elected in their place in accordance with section 159 for a term of three years.
64. A retiring director shall be eligible for re-election.
65. The directors shall comply with the provisions of sections 154 to 159 and sections 161, 162 and 167 relating to the election of directors and matters ancillary thereto.
66. Any casual vacancy occurring on the board of directors may be filled up by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is chosen was last elected as director.
67. The company may remove a director but only in accordance with the provisions of the Act.

DIVIDENDS AND RESERVE

68. The company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the directors.
69. 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.
70. Any dividend may be paid by a company either in cash or in kind only out of its profits. The payment of dividend in kind shall only be in the shape of shares of listed company held by the company.
71. Dividend shall not be paid out of unrealized gain on investment property credited to profit and loss account.



72. 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.
73. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of company or be invested in such investments (other than shares of the company) as the directors may, subject to the provisions of the Act, from time to time think fit.
74. The directors may carry forward any profits which they may think prudent not to distribute, without setting them aside as a reserve.
75. If several persons are registered as joint-holders of any share, any one of them may give effectual receipt for any dividend payable on the share.
76. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.
76. Any dividend declared by the company shall be paid to its registered shareholders or to their order. The dividend payable in cash may be paid by cheque or warrant or in any electronic mode to the shareholders entitled to the payment of the dividend, as per their direction.
77. The dividend shall be paid within the period laid down under the Act.

ACCOUNTS

78. The directors shall cause to be kept proper books of account as required under section 220.
79. The books of account shall be kept at the registered office of the company or at such other place as the directors shall think fit and shall be open to inspection by the directors during business hours.
80. The directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or Articles the accounts and books or papers of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account and book or papers of the company except as conferred by law or authorised by the directors or by the company in general meeting.
81. The directors shall as required under sections 223 and 226 cause to be prepared and to be laid before the company in general meeting the financial statements duly audited and reports as are referred to in those sections.



- 82. The financial statements and other reports referred to in Article 81 shall be made out in every year and laid before the company in the annual general meeting in accordance with sections 132 and 223.
- 83. A copy of the financial statements and reports of directors and auditors shall, at least twenty-one days preceding the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder.
- 84. The directors shall in all respect comply with the provisions of sections 220 to 227.
- 85. Auditors shall be appointed and their duties regulated in accordance with sections 246 to 249.

NOTICES

- 86. A notice may be given by the company to any member to his registered address or if he has no registered address in Pakistan to the address, if any, 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 by the Commission.
- 87. 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.
- 88. 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.
- 89. A notice may be given by the company to the person entitled to a share in consequence of the death or insolvency of a member in the manner provided under Article 86 and 87 addressed to them 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.
- 90. Notice of every general meeting shall be given in the manner hereinbefore authorised to (a) every member of the company and also to (b) every person entitled to a share in consequence of the death or insolvency of a member, who but for his death or insolvency would be entitled to receive notice of the meeting, and (c) to the auditors of the company for the time being and every person who is entitled to receive notice of general meetings.



WINDING UP

91. In the case of members' voluntary winding up, with the sanction of a special resolution of the company, and, in the case of creditors' voluntary winding up, of a meeting of the creditors, the liquidator shall exercise any of the powers given by sub-section (1) of section 337 of the Act to a liquidator in a winding up by the Court including inter-alia divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they consist of property of the same kind or not.
90. For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
91. 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, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

92. Every officer or agent for the time being of the company may 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 his dealings in relation to the affairs of the company, except those brought by the company against him, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under section 492 in which is granted to him by the Court.

DISPUTE RESOLUTION

93. In the event that a dispute, claim or controversy arises between the Company, its management of its shareholders, or between the shareholders inter-se, or the directors inter-se, all steps may be taken to settle the dispute and resolve the issue through mediation by an accredited mediator before taking recourse to formal dispute resolution such as arbitration or litigation.



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

	Name and Surname (Present & Former in full) (in Block Letters)	Father's / Husband's Name in full	NIC / Passport Number	Occupation	Residential Address in full	Number of Shares Taken by each Subscriber	Signature
1.	Y. B. Pakistan Limited Through Authorised Representative Mr. Muhammad Ali Tabba	N/A Abdul Razzak Tabba (Late)	0077837 42201-6464247-3	Public Limited Company Business Executive	First Floor, Sindh Market, M. A. Jinnah Road, Karachi. 17/1/A Johar Road, Muhammad Ali Housing Society, Karachi	2,000 (Two Thousand)	
2.	Sapphire Electric Company Limited Shahid Abdullah	N/A Muhammad Abdullah	0049349 42201-5225618-1	Public Limited Company Business Executive	7/A/K. Main Boulevard, Gulberg-II, Lahore 3-Ahmed Block, New Garden Town, Lahore	3,000 (Three Thousand)	
3.	Mr. Anser Ahmed Khan	Imlak Ahmed Khan	423017-918603-3	Business Executive	House No.4, Street 16 South, Phase 2, D H A Karachi	2,000 (Two Thousand)	
4.	Mian Karim Ud Din	Mian Mohammad Sharif	352002-128262-1	Business Executive	House # 02, Askari Villas, Sarwar Road, Lahore Cantt.	3,000 (Three Thousand)	
					TOTAL	10,000 (Ten Thousand)	

REGISTERED TO BE PUBLIC COPY
7/20/17
Asst. Company Registrar of Companies



Dated this 16th day of August, 2017

APPENDIX-B

A031752



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

COMPANY REGISTRATION OFFICE, KARACHI

CERTIFICATE OF INCORPORATION

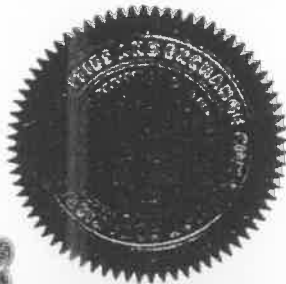
[Under section 16 of the Companies Act, 2017 (XIX of 2017)]

Corporate Universal Identification No. 0110931

I hereby certify that ENERGAS TERMINAL (PRIVATE) LIMITED is this day incorporated under the Companies Act, 2017 (XIX of 2017) and that the company is limited by shares.

Given under my hand at Karachi this Twenty First day of August, Two Thousand and Seventeen.

Incorporation fee Rs. 1,000/=



(Signature)
(Washif Mahmood)
Deputy Registrar of Companies

9593
CERTIFIED TRUE COPY
(Signature) - 01/9/17
Asst. Deputy Registrar of Companies

APPENDIX-C

Form A
THE COMPANIES ACT, 2017
THE COMPANIES (GENERAL PROVISIONS AND FORMS) REGULATIONS, 2018
[Section 130(1) and Regulation 4]
ANNUAL RETURN OF COMPANY HAVING SHARE CAPITAL

PART-I

(Please complete in typescript or in bold block capitals)

1.1 CUIIN (Registration Number)

1.2 Name of the Company

1.3 Fee payment details
1.3.1 Challen No 1.3.2. Amount

1.4 Form A made upto
dd mm yyyy

1.5 Date of AGM

PART - II

Section A

2.1 Registered Office Address

2.2 Email Address

2.3 Office Tel. No.

2.4 Office Fax No.

2.5 Principle line of business

2.6 Mobile No. of Authorized officer (Chief Executive/ Director/ Company Secretary/ Chief Financial Officer)

2.7 Authorized Share Capital

Classes and kinds of Shares	No. of Shares	Amount	Face Value
Ordinary Shares	<input type="text"/>	100,000.00	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

2.8 Paid up Share Capital

Classes and kinds of Shares	No. of Shares	Amount	Face Value
Ordinary Shares	<input type="text"/>	100,000.00	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>

2.9 Particulars of the holding /subsidiary company, if any

Name of Company	Holding/Subsidiary	% Shares Held
<input type="text"/>	<input type="text"/>	<input type="text"/>

2.10 Chief Executive

Name

Address

NIC No

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2.11 Chief Financial Officer

Name	<input type="text"/>
Address	<input type="text"/>
NIC No	<input type="text"/>

2.12 Secretary

Name	<input type="text"/>
Address	<input type="text"/>
NIC No	<input type="text"/>

2.13 Legal Advisor

Name	<input type="text"/>
Address	<input type="text"/>
NIC No	<input type="text"/>

2.14 Particulars of Auditors

Name	M/s. A. F. Ferguson and Co.,
Address	State Life Building No. 1-C, I.I. Chundrigar Road, Karachi

2.15 Particulars of Shares Registrar (if applicable)

Name	<input type="text"/>
Address	<input type="text"/>
Email	<input type="text"/>

Section-B**2.16 List of Directors on the date Annual return is made**

S#	Name of Director	Residential Address	Nationality	NIC (Passport No. if foreigner)	Date of appointment or election
1	Mr. Anser Ahmed Khan	House No.4, Street 16 South, Phase 2, D H A Karachi Sindh Pakistan 75500	Pakistan	42301-7918603-	21/12/2018
2	Mr. Shahid Abdullah	3-Ahmed Block, New Garden Town, Lahore Punjab Pakistan 54700	Pakistan	42201-5225618-	21/12/2018
3	Mr. Muhammad Ali Tabba	17/1/A Johar Road, Muhammad Ali Housing Society, Karachi Sindh Pakistan 75350	Pakistan	42201-6464247-	21/12/2018
4	Mian Karim Ud Din	House # 02, Askari Villas, Sarwar Road, Lahore Cantt. Lahore Punjab Pakistan 54810	Pakistan	352002-128262-	21/12/2018

2.17 List of members & debenture holders on the date upto which this Form is made

S#	Folio#	Name	Address	Nationality	No of shares held/Debenture	NIC No.(Passport if foreigner)
Members						
1	1	Mian Karim Ud Din	House # 02, Askari Villas, Sarwar Road, Lah	Pakistan	3000	352202-128262-1
2	2	Mr. Anser Ahmed Khan	House No.4, Street 16 South, Phase 2, D H	Pakistan	2000	423017-918603-3
3	3	Y.B. Pakistan Limited	First Floor, Sindh Market, M. A. Jinnah Road	Pakistan	2000	77837
4	4	Sapphire Energy (Private) Limited	7A/K Main Boulevard, Gulberg 2, Karachi	Pakistan	3000	0114064
Debenture Holders						

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2.18 Transfer of shares (debentures) since last Form A was made

S#	Name of Transferor	Name of Transferee	No of Shares Transferred	Date of Registration of transfer
Members				
Debenture Holders				

PART-3

3.1 Declaration:

I do hereby solemnly, and sincerely declare that the information provided in the form is:

- (i) true and correct to the best of my knowledge, in consonance with the record as maintained by the Company and nothing has been concealed; and
- (ii) hereby reported after complying with and fulfilling all requirements under the relevant provisions of law, rules, regulations, directives, circulars and notifications whichever is applicable.

3.2 Name of Authorized Officer with designation/ Authorized Intermediary

Mr. Anser Ahmed Khan	Director
----------------------	----------

3.3 Signatures

Electronically signed by Mr. Anser Ahmed Khan

3.4 Registration No of Authorized Intermediary, if applicable

--

3.5 Date

Day	Month	Year
03	11	2020

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1800-800-4000 800-811-8000 FORM 6

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APPENDIX-D

ENERGAS TERMINAL (PRIVATE) LIMITED
STATEMENT OF FINANCIAL POSITION
AS AT JUNE 30, 2020

	Note	2020 Rupees	2019
ASSETS			
Non-current assets			
Operating fixed assets	4	3,247,644	990,000
Capital work in process	5	399,930,024	43,409,585
Current assets			
Other receivables	6	1,000,624	652,809
Loan to associate	7	600,000	500,000
Prepayments		877,375	4,768
Cash and bank	8	59,680,241	20,492,055
TOTAL ASSETS		465,335,908	66,049,217
EQUITY AND LIABILITIES			
Share capital and reserves			
Share capital	9	100,000	100,000
Accumulated losses		(67,136,609)	(26,390,456)
		(67,036,609)	(26,290,456)
Current liabilities			
Loans from associates	10	483,000,000	80,000,000
Accrued and other liabilities	11	49,372,517	12,339,673
TOTAL EQUITY AND LIABILITIES		465,335,908	66,049,217
Contingencies and commitments	12		

The annexed notes from 1 to 21 form an integral part of these financial statements.

P/A

CHIEF EXECUTIVE OFFICER

CHAIRMAN

**ENERGAS TERMINAL (PRIVATE) LIMITED
STATEMENT OF PROFIT OR LOSS
FOR THE YEAR ENDED JUNE 30, 2020**

		2020	2019
	Note	Rupees	
Interest income		3,382,808	2,365,926
Expenses	13	(7,328,938)	(12,006,486)
Finance cost	14	(36,800,023)	(8,231,174)
Loss before tax		<u>(40,746,153)</u>	<u>(17,871,734)</u>
Taxation	15	<u>(40,746,153)</u>	<u>(17,871,734)</u>

The annexed notes from 1 to 21 form an integral part of these financial statements.

RA

CHIEF EXECUTIVE OFFICER

CHAIRMAN

**ENERGAS TERMINAL (PRIVATE) LIMITED
STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED JUNE 30, 2020**

	Issued, subscribed and paid-up capital	Accumulated losses	Total
	----- Rupees -----		
Balance as at June 30, 2018	100,000	(8,518,722)	(8,418,722)
Loss for the year	-	(17,871,734)	(17,871,734)
Balance at June 30, 2019	<u>100,000</u>	<u>(26,390,456)</u>	<u>(26,290,456)</u>
Balance as at July 01, 2019	100,000	(26,390,456)	(26,290,456)
Loss for the year	-	(40,746,153)	(40,746,153)
Balance at June 30, 2020	<u>100,000</u>	<u>(67,136,609)</u>	<u>(67,036,609)</u>

The annexed notes from 1 to 21 form an integral part of these financial statements.

PKA

CHIEF EXECUTIVE OFFICER

CHAIRMAN

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**ENERGAS TERMINAL (PRIVATE) LIMITED
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2020**

	Note	2020 Rupees	2019
CASH FLOWS FROM OPERATING ACTIVITIES			
Loss before taxation		(40,746,153)	(17,871,734)
Adjustment for: Depreciation for the year	13	538,207	270,000
Increase in current assets Other receivables Prepayments		(347,815) (872,607)	(176,700)
Increase in current liabilities Accrued and other liabilities		37,032,844	8,110,033
Net cash used in operating activities		<u>(4,395,524)</u>	<u>(9,668,401)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Addition in operating fixed assets		(2,795,851)	-
Addition in capital work in process		<u>(356,520,439)</u>	<u>(38,409,585)</u>
Net cash used in investing activities		<u>(359,316,290)</u>	<u>(38,409,585)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Loan from associates		403,000,000	-
Loan to associate		<u>(100,000)</u>	<u>(500,000)</u>
Net cash generated from financing activities		<u>402,900,000</u>	<u>(500,000)</u>
Net increase / (decrease) in cash and cash equivalent		<u>39,188,186</u>	<u>(48,577,986)</u>
Cash and cash equivalent at the beginning of the year		<u>20,492,055</u>	<u>69,070,041</u>
Cash and cash equivalent at the end of the year	8	<u><u>59,680,241</u></u>	<u><u>20,492,055</u></u>

The annexed notes from 1 to 21 form an integral part of these financial statements.

RA

CHIEF EXECUTIVE OFFICER

CHAIRMAN

**ENERGAS TERMINAL (PRIVATE) LIMITED
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2020**

1. THE COMPANY AND ITS OPERATIONS

Energas Terminal (Private) Limited ("the Company") is a private limited company, incorporated in Pakistan on August 21, 2017 under the Companies Act, 2017. The Company's registered office is situated at 6-A, Muhammad Ali Housing Society, A Aziz Hashim Tabba Street, Karachi.

The principal business of the Company is to establish and operate LNG terminal including jetty, pipeline with all machinery and equipment and supporting facilities for the receipt, storage and re-gasification of Liquefied Natural Gas (LNG).

The Company is envisaged to be operated under an Integrated Project Structure under LNG Policy, 2011. The Company has applied for renewal of provisional NOC from Port Qasim Authority (PQA) and a provisional licence from Oil and Gas Regulatory Authority (OGRA) for establishing the aforesaid terminal.

2. BASIS OF PREPARATION

2.1 Statement of compliance

These financial statements have been prepared in accordance with accounting and reporting standards as applicable in Pakistan. The accounting and reporting standards applicable in Pakistan comprise of:

- Revised Accounting and Financial Reporting Standards for Small Sized Entities (Revised AFRS for SSEs) issued by the Institute of Chartered Accountants of Pakistan as notified under the Companies Act, 2017; and
- Provisions of and directives issued under the Companies Act, 2017.

Where provisions of and directives issued under the Companies Act, 2017 differ from the Revised AFRS for SSEs, the provisions of and directives issued under the Companies Act, 2017 have been followed.

2.2 Basis of measurement

These financial statements have been prepared under the historical cost convention except otherwise stated in below notes.

2.3 Functional and presentation currency

These financial statements are presented in Pakistani Rupees, which is the Company's functional and presentation currency.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies applied in the preparation of these financial statements are set out below.

3.1 Operating fixed assets

Operating fixed assets are stated at cost less accumulated depreciation and impairment losses, if any. Cost includes expenditure that is directly attributable to the acquisition of the asset. When major parts of an item of operating fixed assets have different useful lives, they are accounted for as separate items of operating fixed assets.

Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the entity and its cost can be reliably measured. Cost incurred to replace a component of an item of operating fixed assets is capitalized and the asset so replaced is retired from use. Normal repairs and maintenance are charged to the statement of profit or loss during the year in which they are incurred.

Depreciation is charged to the statement of profit or loss by applying the straight line method. Depreciation on additions is charged from the month when the asset is available for use and ceased in the month of disposal.

P/A

An item of operating fixed assets is derecognised upon disposal or when no future economic benefits are expected from its use or disposal. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the statement of profit or loss in the period in which the asset is derecognised.

Depreciation method and useful lives of each part of operating fixed assets that is significant in relation to the total cost of the asset are reviewed, and adjusted if appropriate, at each reporting date.

3.1.1 Impairment

The Company assesses at each reporting date whether there is any indication that assets may be impaired. If such indication exists, the carrying amounts of such assets are reviewed to assess whether they are recorded in excess of their recoverable amount. Where carrying values exceed the respective recoverable amount, assets are written down to their recoverable amounts and the resulting impairment loss is recognised in statement of profit or loss. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use.

Where impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised recoverable amount but limited to the extent of the carrying amount that would have been determined had no impairment loss been recognised. Reversal of impairment loss is recognised as income.

3.2 Receivables

Trade debts and other receivables are stated initially at fair value and subsequently measured at amortised cost using the effective interest rate method. A provision for impairment of receivables is established where there is objective evidence that the Company will not be able to collect all amounts due according to the original terms of the receivables. The amount of provision is charged to the statement of profit or loss. Receivables are written off when considered irrecoverable.

3.3 Cash and cash equivalent

For the purpose of statement of cash flows, cash and cash equivalents comprise of savings account held with bank.

3.4 Accrued and other liabilities

Accrued and other payables are measured at cost which is the fair value of the consideration to be paid in future for goods and services received, whether billed to the customers or not.

3.5 Borrowings and their costs

Borrowings are recognized initially at fair value, net of transaction costs incurred, and subsequently at amortised cost. Borrowing costs are recognized as an expense in the year in which these are incurred except to the extent of borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset. Such borrowing costs, if any, are capitalized as part of the cost of that asset.

3.6 Financial instruments

All financial assets and financial liabilities are recognized at the time when the Company becomes a party to the contractual provisions of the instrument. Financial assets are derecognized when the Company loses control of the contractual rights that comprise the financial assets. Financial liabilities are derecognized when they are extinguished i.e., when the obligation specified in the contract is discharged, cancelled or expired. Any gain or loss on de-recognition of the financial assets and financial liabilities is taken to income directly.

3.7 Revenue recognition

Revenue is recognized to the extent it is probable that the economic benefits will flow to the Company and the revenue can be measured reliably.

- Return on bank deposit is recognized on a time proportionate basis.

3.8 Taxation

Current

Provision for current taxation is based on taxable income at the enacted or substantively enacted rates of taxation after taking into account available tax credits and rebates, if any. The charge for current tax includes adjustments to charge for prior years, if any.

PKA

4. OPERATING FIXED ASSETS

	Lease hold improvements	Computer Accessories	Office Vehicle	Total
Cost	1,350,000	-	-	1,350,000
Accumulated depreciation	(360,000)	-	-	(360,000)
Carrying amount at July 01, 2019	990,000	-	-	990,000
Additions	-	117,851	2,678,000	2,795,851
Depreciation charge for the year	(270,000)	(21,562)	(246,645)	(538,207)
Carrying amount at June 30, 2020	720,000	96,289	2,431,355	3,247,644
The carrying amount as at June 30, 2020 is aggregate of:				
Cost	1,350,000	117,851	2,678,000	4,145,851
Accumulated depreciation	(630,000)	(21,562)	(246,645)	(898,207)
	720,000	96,289	2,431,355	3,247,644
Rate of depreciation per annum (%)	20%	33%	20%	

FAA

	Note	2020 Rupees	2019
5. CAPITAL WORK IN PROCESS			
Project management cost	5.1	<u>399,930,024</u>	<u>43,409,585</u>
5.1 This cost relates to feasibility and quantitative risk assessment (QRA) studies conducted in respect of the project. Project management cost also includes provisional concession fee (PQA), provisional license and construction fee (OGRA) and all other project related expenses.			

	Note	2020 Rupees	2019
6. OTHER RECEIVABLES			
Advance tax		816,002	447,541
Other income receivables	6.1	94,236	176,064
Energas Marketing (Private) Limited	6.2	<u>90,386</u>	<u>29,204</u>
		<u>1,000,624</u>	<u>652,809</u>
6.1 Accrued profit from saving account of June 2020.			
6.2 This represents accrued interest income on loan provided to Energas Marketing (Private) Limited which is an associated company of Energas Terminal (Limited). The loan is provided of Rs. 600,000 at the rate of 11.25% p.a.			

	Note	2020 Rupees	2019
7. LOAN TO ASSOCIATE			
Loan to associate company (Energas Marketing (Private) Limited)	7.1	<u>600,000</u>	<u>500,000</u>
7.1 Above loan carries interest rate of 11.25%.			

	Note	2020 Rupees	2019
8. CASH AND BANK			
Cash at bank - savings account	8.1	59,651,704	20,492,055
Cash in hand		28,537	-
		<u>59,680,241</u>	<u>20,492,055</u>
8.1 This account carried mark-up at the rates ranging from 4.50% to 10.25% per annum.			

	Note	2020 Rupees	2019
9. SHARE CAPITAL			
Authorized share capital			
10,000 ordinary shares of Rs. 10 each		<u>100,000</u>	<u>100,000</u>
Paid up capital			
10,000 ordinary shares of Rs. 10 each paid in cash	9.2	<u>100,000</u>	<u>100,000</u>
9.1 The Company has one class of ordinary shares which carries no right to fixed income. The holders are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All shares rank equally with regard to the Company's residual assets.			

2/22

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9.2 The shares of the Company are held by following associated companies / persons:

2019 Number of shares	2018 Number of shares		2020 Rupees	2019 Rupees
2000.00	2000.00	YB Pakistan Limited	20,000	20,000
3000.00	3000.00	Sapphire Energy (Private) Limited	30,000	30,000
2000.00	2000.00	Mr. Anser Ahmed Khan	20,000	20,000
3000.00	3000.00	Mr. Mian Karim Ud Din	30,000	30,000
10000.00	10000.00		100,000	100,000

10. LOAN FROM ASSOCIATES

YB Pakistan Limited	161,000,000	20,000,000
Mian Karim-Ud-Din	161,000,000	30,000,000
Sapphire Energy (Private) Limited	161,000,000	30,000,000
	483,000,000	80,000,000

10.1 The loan carries markup rate comprising of 6 month KIBOR plus 0.25% per annum. The loans are payable on demand.

11. ACCRUED AND OTHER LIABILITIES

	Note	2020 Rupees	2019 Rupees
Accrued interest on loan from associates	11.1	48,079,640	11,296,639
Payable to suppliers	11.2	396,515	520,034
Accrued expenses		836,962	463,600
Audit fees payable		59,400	59,000
		49,372,517	12,339,273

11.1 Accrued interest on loan from associate comprises of:

YB Pakistan Limited	14,665,570	2,928,833
Mian Karim-Ud-Din	16,919,926	4,408,833
Sapphire Energy (Private) Limited	16,494,144	3,958,973
	48,079,640	11,296,639

11.2 This include payable to Lucky Cement Limited amounting to Rs.396,515 (2019: Rs.234,062) which is an associated company.

12. CONTINGENCIES AND COMMITMENTS

There were no contingencies and commitments as at June 30, 2020, and June 30, 2019.

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13. EXPENSES	Note	2020 ----- Rupees -----	2019 -----
Salaries and benefits		1,348,410	7,458,597
Travelling		-	2,545,465
Advertisement and promotion		-	389,816
Rental		2,607,542	370,000
Entertainment		-	312,136
Depreciation		538,207	270,000
Fee and subscription		-	222,600
Fuel		301,237	110,562
Communication		120,017	94,304
Auditor's remuneration	13.1	59,400	59,000
Food expenses		5,520	45,190
Website development charges		91,530	42,601
Stationery		21,780	11,341
Legal and professional services		-	10,800
Repairs and maintenance		1,040,730	-
Janitorial and cleaning items		56,699	-
Electricity charges		50,776	-
Donation		500,000	-
Miscellaneous		587,190	63,674
		<u>7,328,938</u>	<u>12,006,086</u>

13.1 AUDITOR'S REMUNERATION

Annual audit fee	50,000	50,000
Sindh sales tax	4,400	4,000
Out of pocket expenses	5,000	5,000
	<u>59,400</u>	<u>59,000</u>

14. FINANCE COST

Interest expense	14.1	36,783,003	8,203,068
Bank charges		17,020	28,106
		<u>36,800,023</u>	<u>8,231,174</u>

14.1 This interest expense is against the loan obtained from the associates. The interest rate comprises of 6 month KIBOR plus 0.25% per annum.

15. TAXATION

The tax liability of the Company comprises of taxable income under normal tax regime. Normal tax is calculated on taxable income at current rate of taxation taking into applicable, tax credits, rebates and exemption available. Tax charge for the current year is nil due to losses incurred during the year.

16. RELATED PARTY TRANSACTION

The related parties comprise group companies, associated undertakings and directors of the Company. The group / associated undertakings / companies are considered as such due to common directorship. The Company continues to have a policy whereby all transactions with related parties / undertakings are entered on commercial / agreed basis. Transactions with related party has been disclosed in note 7, 10, 11.1 and 11.2 to the financial statements.

17. FINANCIAL RISK MANAGEMENT

The Company's financial assets comprise of bank balance. Therefore the Company is not materially exposed to financial risks such as market risk(including currency risk , interest rate risk and price risk), credit risk and liquidity risk.

PKA

18. IMPACT OF COVID-19 ON THE FINANCIAL STATEMENTS

A novel strain of Coronavirus (COVID-19) that was classified as a pandemic by the World Health Organization on March 11, 2020, impacting countries globally. Measures taken to contain the spread of the virus, including lock-downs, travel bans, quarantines, social distancing, and closures of non-essential services and factories triggered significant disruptions to businesses worldwide and in Pakistan, resulting in an economic slowdown. During the lockdown that lasted from March to May 2020, the Company continued their activity, although on a slower level. The management of the Company is of the view that while COVID-19 and its resulting containment measures have affected the economy, adequate steps from the government and regulators have spearheaded recovery and subsequent events reflect that in due course, things would be normalised. Management has evaluated and concluded that there is no material implications of COVID-19 on Company's operations.

19. NUMBER OF EMPLOYEES

There was single employee (2019: single) at the end of the year. Average employee during the year was one (2019: one).

20. CORRESPONDING FIGURES

Corresponding figures have been rearranged and reclassified, wherever necessary, for the purpose of better presentation and comparison.

21. DATE OF AUTHORIZATION FOR ISSUE

These financial statements have been approved and authorized for issue on _____ by the Board of Directors of the Company.

PKA

CHIEF EXECUTIVE OFFICER

CHAIRMAN

APPENDIX-E

2.7. CORPORATE AUTHORIZATION ALLOWING THE SUBMISSION OF THE APPLICATION61



6-A, Muhammad Ali Housing Society
A. Aziz Hashim Tabba Street
Karachi - 75350, Pakistan

CIRCULAR NO. 004/2017-18


September 12th, 2017

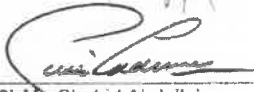
The Board of Directors
Energas Terminal (Private) Limited

RESOLUTION BY CIRCULAR

RESOLVED THAT Mr. Anser Ahmed Khan, Chief Executive Officer of the Company having CNIC No (42301-7918603-3) is authorized to represent the Company at Oil and Gas Regulatory Authority (OGRA) of Pakistan and its Company Registration Office, to sign off various forms/ documents and to do all needful acts in order to complete all procedural and legal formalities incidental and ancillary thereto "


(1) Mr. Muhammad Ali Tabba


(2) Mr. Anser Ahmed Khan


(3) Mr. Shuhid Abdullah


(4) Mian Karim Ud Din

The above resolution will be placed for ratification in the upcoming meeting of the Board of Directors.

APPENDIX-F

GOVERNMENT OF PAKISTAN
MINISTRY OF INDUSTRIES & PRODUCTION
DEPARTMENT OF EXPLOSIVES
CIRCLE OFFICE, KARACHI

NO.KAR-5454/P

State Cement Corporation Building
Main Stadium Road, Dalmia Karachi
Dated: 18 - 02. - 2020

M/s. Energas Terminal (Pvt) Limited,
6-A, Muhammad Ali Housing Society,
Abdul Aziz Hashim Tabba Street,
Karachi.

Subject: **GRANT OF LICENSE IN FORM 'A' UNDER MINERAL AND INDUSTRIAL GASES SAFETY RULES, 2010 FOR ESTABLISHMENT OF ENERGAS TERMINAL PRIVATE LIMITED, AT PORT QASIM AUTHORITY, KARACHI.**

REF: Your letter No. Nil dated 31.01.2020.


Dear Sirs,

The proposed drawing Reference No. CC0914-T-T-DG-RBL-100001 dated Nil received with the letter cited above showing for establishment and operation of Energas Terminal at Port Qasim is approved and returned herewith duly signed in token of approval as per description of the plan.

2. You are allowed to undertake the proposed installation/constructional work and submit the said approved plan alongwith safety completion certificate within 6 months from the date of issue of this letter to consider further necessary action.

Encl: As above.

Yours truly,


(MUHAMMAD MUBEEN AHMED)
DEPUTY DIRECTOR
For Director General of Explosives
Ph: 34982101

Copy to the Director General of Explosives, Islamabad alongwith approved plan with reference to their letter No. KAR-311/P/609, dated 10.02.2020.

(MUHAMMAD MUBEEN AHMED)
DEPUTY DIRECTOR
For Director General of Explosives
Ph: 34982101

COORDINATES OF THE POINT OF LOADING ARMS
 POINT X Y
 301 28747.17 9724065.336 294615.137 6717735.917

FOR INFORMATION

LIST FOR MAIN CONSTRUCTION ITEMS (CONSTRUCTION WORK)

NO	DESCRIPTION	UNIT	QTY	REMARKS
1	LONG JETTY	m	390	FOR HANDLING OF LINGCS (UP TO Q-MAX SIZE) AND AN FSRU (UP TO 170,000HP) BERTHED IN A DOUBLE BAIKED ARRANGEMENT
2	SERVICE BERTH	m	30	BOTTOM LEVEL -2m CD
3	DREDGING (TURNING BASIN AND BERTH)	m ³	1,523,200	DREDGE TO -14m CD, SHARING THE WATER AREA WITH FSRU, JETTY. NOTE: DREDGE VOLUME DOES NOT INCLUDE FOR THE DREDGING OF THE MAIN CHANNEL AND DOES NOT INCLUDE FOR BUILDING FACTORS, WHICH THE CONTRACTOR SHALL ALLOW FOR.

FSRU VESSELS BERTHED AT THIS SITE

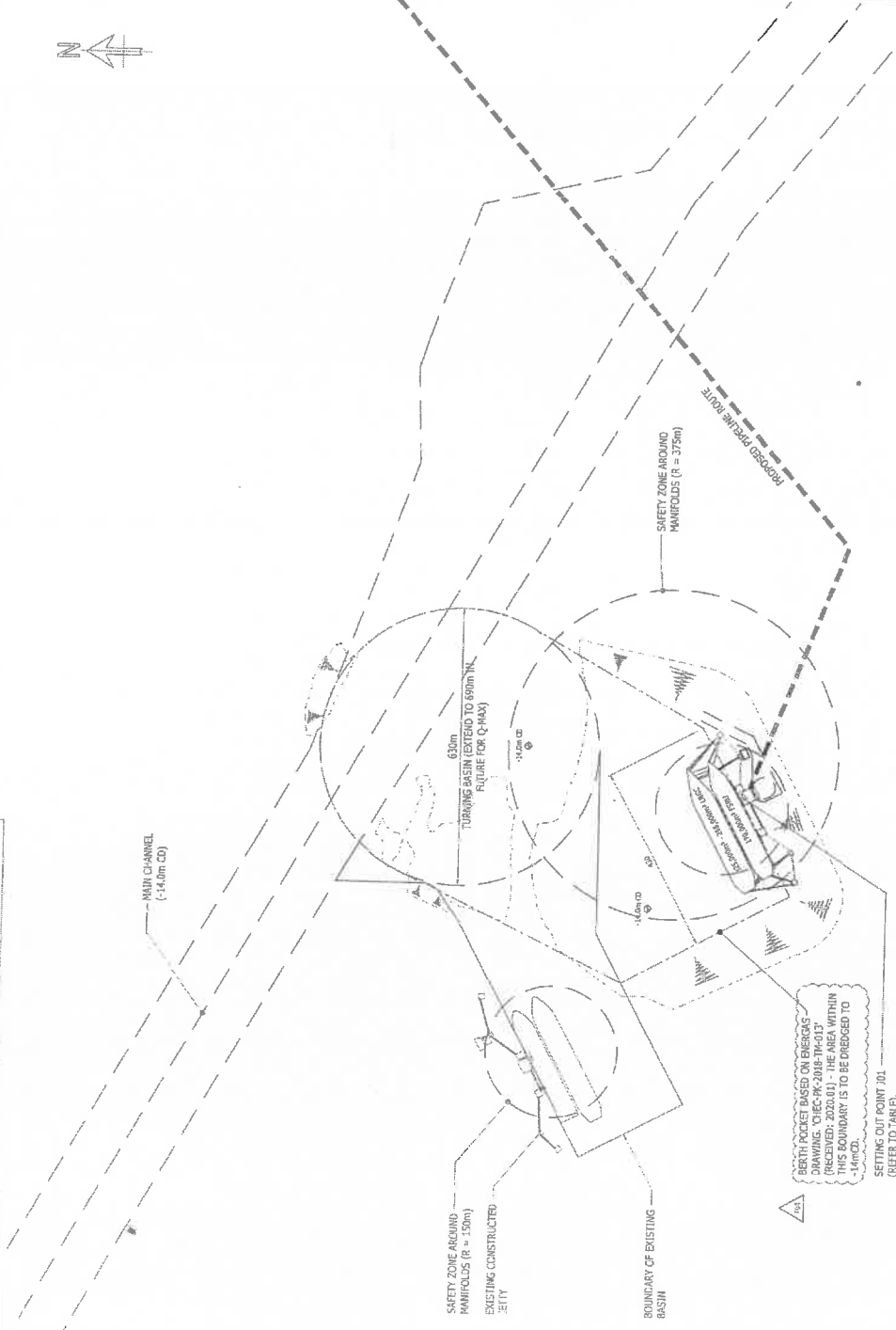
Q-MAX	170,000	190,000	190,000	210,000	217,000	265,000
LENGTH OVERALL (m)	43.4	285.3	277.0	291.0	315	345
BREADTH (m)	26.6	43.7	43.4	50	50	53.8
DEPTH (m)	9.5	26.0	26.0	27	27	27
DESIGN DRAFT (m)	11.75	10.0	9.6	9.4	9.4	9.8
BALLAST DRAFT (m)	12.75	11.1	11.5	11.6	12	12
SCANTLING (m)		11.5	12.3	12.4	13.6	13

LINGCS VESSELS BERTHED AT THIS SITE

Q-MAX	265,000	345	53.8	27 <th>27 <th>9.8 <th>12 <th>12 <th>13 </th></th></th></th></th>	27 <th>9.8 <th>12 <th>12 <th>13 </th></th></th></th>	9.8 <th>12 <th>12 <th>13 </th></th></th>	12 <th>12 <th>13 </th></th>	12 <th>13 </th>	13
LENGTH OVERALL (m)	285.3	277.0	291.0	315	345	345	345	345	345
BREADTH (m)	43.7	43.4	50	50	53.8	53.8	53.8	53.8	53.8
DEPTH (m)	26.0	26.0	27	27	27	27	27	27	27
DESIGN DRAFT (m)	10.0	9.6	9.4	9.4	9.8	9.8	9.8	9.8	9.8
BALLAST DRAFT (m)	11.1	11.5	11.6	12	12	12	12	12	12
SCANTLING (m)	11.5	12.3	12.4	13.6	13	13	13	13	13

WORKING SHIPS BERTHED AT THE SITE

LENGTH OVERALL (m)	BREADTH (m)	DEPTH (m)	DESIGN DRAFT (m)
33.00	6.20	2.47	1.55



FOR INFORMATION

GENERAL NOTES

- DO NOT SCALE FROM THIS DRAWING.
- ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED.
- THIS DRAWING IS TO BE USED IN CONNECTION WITH ALL RELEVANT SPECIFICATIONS AND BIDDING DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

CHECKED & VERIFIED

DATE: 10-02-2020

KAR/SIL/PHD

KAR-51543

REFERENCE DRAWINGS: DATE: N/A

LAYOUT OF JETTY AND BASIN (SITE A)

ENERGAS

CLIENT: ENERGAS

TITLE: LAYOUT OF JETTY AND BASIN (SITE A)

DRAWING NO. G5916

SCALE: 1:5000

SHEET: 01

PAGE: 01

PROJECT: FLOATING DUTY TERMINAL AT PORT DASH PASIR TANGI

CONSULTANT: RAMBOLL

DATE: 22 APRIL 2019

DESIGN DATA REFERRED TO BE SHOWN

RAMBOLL PROJECT NO. 15446611 DRAWING NO. 07970-3-AMC-02-ACC-30-CH-0001



HEADQUARTERS
PAKISTAN CIVIL AVIATION AUTHORITY
JINNAH INTERNATIONAL AIRPORT
INSPECTORATE BUILDING
KARACHI-75200, PAKISTAN
Tel: (92-21) 99242741
Fax: (92-21) 99242676
e-mail: daar@caapakistan.com.pk

Ref (HQCAA/1117/003/ARAS/KHI-990) /421

Date: 14th May, 2020

**HEIGHT CLEARANCE AS PER RULE-68 AND AVIATION SAFETY STANDARDS
(CONSTRUCTION SUBJECT TO NOC FROM RESPECTIVE BUILDING CONTROL AUTHORITY)**

Kindly refer to your application dated 16th December 2019 regarding the NOC for height clearance.

2. Pakistan Civil Aviation Authority is pleased to inform availability of height of **17.14 meter (56 feet) Above Ground Level (AGL) or 17.6993 meter Above Mean Sea Level (AMSL)** high building including over head water tank, antenna, Neon Sign board etc, on roof top (244611.50341N 671739.01164E, 244611.77856N 671739.68295E, 244612.10446N 671739.46425E & 244611.80669N 671738.83202E) at LNG Terminal Port Qasim Karachi with the following terms and conditions:-

- Height of the building should not be more than **17.14 meter (56 feet) Above Ground Level (AGL) or 17.6993 feet Above Mean Sea Level (AMSL)** including over head water tank, antenna, Neon sign board etc. on roof top.
- Obstruction light must be provided on top of the building in accordance with the specification contained in Para 6.2 of chapter 6 of Aerodrome Standard Manual of Pakistan (ASMP) (copy enclosed).
- The refuse shall not be kept open but always be stored in covered containers to ensure that birds are not attracted.
- Civil Aviation Authority shall not accept liability for any loss(s)/damage(s) /inconvenience suffered due to noise or other aviation related activities or any other claim by other Organizations/person(s).
- Civil Aviation Authority reserves the right to cancel the said clearance if the terms & conditions are not complied.
- This NOC is only valid **FOR HEIGHT CLEARANCE FOR FLIGHT SAFETY PURPOSES** and **does not cover the NOCs** for construction and other purposes required from **Building Control Authorities, organizations, agencies etc.**
- Clearance from Director Air Traffic Services, Air Headquarters PAF, Islamabad must also be obtained before the start of work. Height cleared by CAA or PAF whichever is lower will be considered as final permissible height.**
- Completion of work is also required to be notified to HQCAA for the issuance of notices to the Aviators.

3. This Clearance is only related to the permissible height at proposed location and does not absolve the holder for fulfilling requirement of other concerned departments. Moreover, any omission due to submission of incorrect data or marginal error **shall not entitle** the holder for any claim whatsoever in future. **In addition at any stage if, any dispute of land on the said survey numbers arises with CAA, this clearance shall stand canceled immediately.**

Encl: As stated in Para 2(c)

(ZUBAIR GHAZI)
Director
Airspace & Aerodrome Regulations

To,

✓ Mr. Anser Ahmed Khan (CEO),
Energas Terminal Pvt Ltd,
6-A, Muhammad Ali Housing Society,
Abdul Aziz Hashim Tabbaa Street,
Karachi.

Copy to:-

- Director ATS, Air Headquarters, Islamabad.
- Airport Manager JIAP, Karachi
- AdID AIM HQCAA.
- A/AdID Procedure Design, HQCAA.

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PORT QASIM AUTHORITY

Gateway to National Prosperity

No.PQA/PSP/482/2017 Pt
Dated 20th May 2020

M/s ENERGAS Terminal (Pvt) Limited
6-A, Muhammad Ali Housing Society
Abdul Aziz Hashmi Tabba Street
Karachi

**SUBJECT ESTABLISHMENT OF FLOATING / OFFSHORE LIQUEFIED
NATURAL GAS TERMINAL ON BOT AT PORT QASIM**
- Final Letter of Intent ("LOI")

1. Port Qasim Authority hereinafter referred to as "PQA" conveys its intent to permit M/s ENERGAS to set up a Floating / Offshore Liquefied Natural Gas Terminal hereinafter referred as the "Terminal" on BOT (Build, Operate, Transfer) basis. This Letter of Intent ("LOI") is with reference to M/s ENERGAS Proposal constituting Technical and Financial Proposals submitted vide letter No. Nil dated 29th November 2019 subject to fulfillment of the following conditions / requirements explained in the ensuing paras:-

Provisional Letter of Intent dated 5th September 2019

2. The provisional Letter of Intent along with the complete and full Project Guidelines-2019 issued to M/s ENERGAS is hereby included in and made part of this Final Letter of Intent.

Grant of license, rights and concession

3. PQA will grant M/s ENERGAS effective concession rights and license to design, finance, insure, construct, commission, complete, operate, manage and maintain the LNG Terminal at Port Qasim on Build, Operate and Transfer ("BOT") basis for a period of 30 years inclusive of construction period of 24 months. Handling of Liquefied Natural Gas shall be on non-exclusive basis. PQA shall retain the right to offer to third party(s) establishment of LNG terminals at Port Qasim. The BOT concession period may be extended for a further period on mutually agreed terms and conditions. This mutual agreement has to be arrived two (02) years prior to expiry of the concession period. In the event if no mutual agreement can be arrived at regarding the extension of the Concession Period then all assets of the Project including all additions during the concession period shall be transferred to PQA at Rupee 1 only. The concession is granted on the basis of the present/existing/permissible Port Navigational Channel inclusive of design, width and depth irrespective of any subsequent modified Port Navigational Channel parameters.

Physical Scope of Work

4. The Terminal shall be located and constructed on the site allotted by PQA vide letter No. PQA / PSP / 482 / 2017 Pt dated 14th February 2020; Annexure-"A". The Project Scope of Work for setting up the LNG terminal at Port Qasim shall include but not limited to planning, designing, construction, commissioning and operating the Terminal with capital dredging, land

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PORT QASIM AUTHORITY

Gateway to National Prosperity

reclamation, jetty facilities for berthing of FSRU, LNG vessels & auxiliary crafts, re-gasification process system, ancillary structures, equipment, onshore / offshore pipeline, pipeline under seabed through HDD, all related infrastructure facilities such as metering stations between the jetty and onshore area in accordance with the PQA Project Guidelines-2019 and the proposal submitted.

5. M/s ENERGAS shall undertake, among other things, but not limited to the review findings / recommendations made by M/s DNV.GL attached at Annexure-“B” & “C”.

Dredged Material Dumping Site

6. PQA has already allocated offshore dumping site to M/s ENERGAS vide letter No. PQA / HYD / 34 / 2019 dated 14th February 2020. However, if M/s ENERGAS opt for inshore dumping site the same will be subject to payment of fee / charges as determined by M/s DNV.GL i.e. US\$ 9.0 per cubic meter, besides, ensuring all mitigation/preventive measures in consultation with PQA / PQA Consultant.

Schedule

7. Acceptance of LOI, in accordance with Para 27, shall be provided within 30 consecutive running days from the date of the issuance of this letter.

8. Validity period of this Letter shall be 60 consecutive running days from the date of its issuance unless extended in order to ensure faithful compliance with the requirements of the LOI. The proposal dated 29th November 2019 shall be extended to remain valid for a period of 180 consecutive running days from the date of acceptance of this LOI.

9. Execution of Implementation Agreement shall be ensured within the validity period of LOI.

10. Design, construction and commissioning of the Terminal shall be achieved within a period of 24 months from the date of signing of Implementation Agreement unless a written extension is granted by PQA.

Engineering, Design, Procurement and Construction

11. M/s ENERGAS shall ensure that the engineering design, construction and operations of all features of the Terminal are according to the accepted international practices, standards and specifications etc., subject to approval of PQA, as generally outlined in the PQA Project Guidelines-2019 and as per recommendations of PQA Consultant M/s DNV.GL.

Financing Plan

12. M/s ENERGAS shall finance the project entirely at own costs and expenses as indicated in the Financial Proposal. M/s ENERGAS shall provide a statement confirming the financial stability of the project.



PORT QASIM AUTHORITY

Gateway to National Prosperity

Insurance

13. M/s ENERGAS shall be responsible for arranging the insurance policies for all liabilities including the following during construction and operation of the Terminal. PQA will not be held liable for any claim whatsoever and M/s ENERGAS will indemnify PQA against any such claim.

During Construction Phase

- i. Marine Cargo Insurance
- ii. Contractor's All Risk insurance
- iii. Workmen's Compensation & Employer's Liability
- iv. Insurance Third Party Liability Insurance
- v. Motor Insurance

During Operation Phase

- i. Property All Risk Insurance
- ii. Machinery Insurance
- iii. Workmen's Compensation
- iv. Policy Public Liability Insurance
- v. Motor Insurance
- vi. Burglary Insurance

Concession Fee

14. M/s ENERGAS has already submitted US\$ 2 Million along with the proposals as partial concession fee. M/s ENERGAS is required to submit the remaining US\$ 8 Million fee as per Project Guidelines-2019.

Performance Guarantee

15. At the time of signing of the Implementation Agreement a Performance Bond for an amount equal to USD 10 million shall be furnished by M/s ENERGAS in terms of the Clause 2.6(ii) of the Project Guidelines 2019.

Other Conditions

16. M/s ENERGAS shall provide handling facilities for the LNG Terminal at Port Qasim to the common users as per PQA Project Guidelines-2019 and according to international standards and codes with particular emphasis on the environmental, safety and security aspects for handling of LNG Cargo. Minimum standards to be adhered to:

- IMO Standards
- ISO Standards for Liquefied natural gas installations and equipment
- SIGTTO
- NFPA

17. The amount of Royalty payable to PQA, will be based on the actual quantity of Cargo handled at the Terminal subject to the minimum guaranteed throughput stipulated in clause 2.5(iv) as per the rate of Royalty defined in Clause 2.5(v) of the Project Guidelines 2019.

Handwritten mark



PORT QASIM AUTHORITY

Gateway to National Prosperity

18. PQA takes responsibility for the provision of services and facilities to the extent as mentioned in the Project Guidelines 2019 on payment of PQA charges. However, PQA may provide other services/facilities required by M/s ENER GAS on payment of applicable charges.

19. All drawings and designs of the Project shall be subject to PQA / PQA's Consultant review.

20. Construction and maintenance of residential accommodation for M/s ENER GAS or contractor's employees shall not be allowed on permanent basis.

21. Operation of the Terminal will be governed by LNG policy, PQA SOP for handling of LNGCs and operation manual, which will be developed, jointly by PQA and the M/s ENER GAS by the completion date. This operation manual will in line with the existing Port Qasim Authority Regulations, 1981 published in the Extraordinary Gazette of Pakistan dated October 17, 1981. The operations manual shall constitute a Schedule to the IA and as amended from time to time.

22. As regards the safety and security, PQA will provide general security and therefore, all safety and security measures specific to terminal will be addressed by the M/s ENER GAS in a best assured manner. The M/s ENER GAS agreed to provide adequate safety measures as per required international standards.

23. PQA's charges and levies on vessels using that LNG Terminal will be according to the rules applied by PQA and will be collected directly by PQA.

24. Appointment/selection of consultants and EPC contractors by M/s ENER GAS shall be of international repute, sound technical & financial credentials and not black listed by any Government bodies and or in Pakistan.

25. Obtaining of all permissions and/or tax exemptions from the Government of Pakistan ("GOP") as stipulated in your financial model will be responsibility of M/s ENER GAS.

26. All approvals / permission applicable under laws / rules and regulations of Government of Pakistan shall be obtained by M/s ENER GAS with regard to all activities including construction, handling, operation and maintenance of the terminal. However, condition precedent may be allowed by PQA in case of any inadvertent delays.



PORT QASIM AUTHORITY

Gateway to National Prosperity

Acceptance of Final LOI

27. Acceptance of the terms and conditions of this Letter of Intent should be conveyed by M/s Tabeer Energy counter signature within a period of 30 days for Negotiations and Award in terms of Clause 8.1 of the Project Guidelines 2019. The failure to convey acceptance for any reasons within the stipulated 30 days period unless extended by PQA would be considered as non-acceptance and will result in cancellation of this letter without liability of any sort to the Government of Pakistan or its agencies or PQA and the partial concession fee of US\$ 2 Million will be forfeited.

PQA's Consultant

28. The charges for PQA Consultant will be 1% of the Project Cost and shall be borne by M/s Tabeer Energy as per the Project Guidelines 2019.

Termination

29. This letter shall stand terminated if it is not accepted within time allowed unless extended in writing by PQA.

General

30. In case approval for the project is withdrawn by the GOP for any reason, M/s Tabeer Energy or the contracted vendors will not claim any costs or other expenditure, which M/s Tabeer Energy may have incurred in preparation of proposals or any other matter in connection with this Project.

31. These are not the complete terms & conditions. PQA is entitled to make reasonable additions before the execution of the Implementation Agreement and those will be deemed to be part of this letter.

32. A copy of the Draft Implementation Agreement for negotiation on the basis of the terms & conditions mentioned in the Final LOI is attached at **Annexure-"D"**.

Encl: As Above

(Syed Aijaz Ali Rizvi)
Secretary

C.c to:

The Secretary Ministry of Maritime Affairs, Islamabad

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE
(MARITIME AFFAIRS WING)

Subject: **NOC FOR ESTABLISHMENT OF LNG FLOATING STORAGE & REGASIFICATION UNIT (OFFSHORE IMPORT TERMINAL) ON BOT BASIS AT PORT QASIM BY M/S ENERGAS (PVT) LTD**

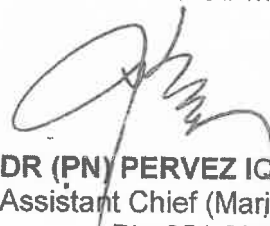
Reference MoE (Petroleum Div) letter No. LG-12(62)/2018-LNG dated 6th April, 2018 and MoMA OM.No.F.15(01)2019-PQA dated 17th September, 2020 on the above subject.

2. This Ministry has no objection for establishment of LNG Floating Storage & Regasification Unit (Offshore Import Terminal) on BOT basis at Port Qasim by M/s Energas (Pvt) Ltd subject to compliance of following conditions:-

- a. Safety and security of the Port and offshore areas to be ensured by Port Qasim during construction, operation and maintenance of the facilities as per the practice, policies and rules in vogue.
- b. Security risk assessment may be carried out by PQA in coordination with Pakistan Navy, keeping in view the project dynamics and facilities available at Port Qasim under applicable national / international security regimes / audits and practices in vogue. Foolproof security of LNG Terminal site be ensured in coordination with Pakistan Navy and other concerned authorities.
- c. Comprehensive contingency plans / guidelines be promulgated by PQA w.r.t. LNG project. Same are to be abided by the firm while establishing LNG facilities whether ashore or afloat. Requisite Pollution Control equipment must be available onboard to cater for any spillage according to the maximum handling capacity of FSRUs in accordance with relevant rules.
- d. Development activities be intimated to Hydrographer Pakistan Navy for issuance of necessary warnings and notices to mariners.
- e. No foreign national without police & intelligence clearance be employed. Particulars of employees (alongwith copy of CNICs) are to be handed over to security / intelligence agencies / local police.
- f. During construction work, employees especially foreigners should be restricted to work area. Employee's including foreigners should not visit sensitive civil or military installments.
- g. Employees should not carry any maps, survey, surveillance equipment and technical gadgetry other than required on the project site.

-: 2 :-

- h. PQA, M/s Energas (Pvt) Ltd and its sub-contractors are to comply with applicable codes, guidelines and international standards / procedures for security and safe handling of FSRUs and related infrastructure.
 - i. No deviation from assigned work and tasks be allowed unless approved by this Ministry.
 3. A certificate for observing the above conditions must be obtained from the company and submitted to this Ministry.
 4. This NOC is non-transferable and MoD reserves the right of modification / cancellation of the NOC in case of any violation to above conditions observed without any liability.



CDR (PN) PERVEZ IQBAL
Assistant Chief (Maritime)
Ph: 051-9273452
Fax:051-9271436

Additional Secretary (Policy)
Ministry of Energy (Petroleum Division)
Islamabad
Min of Def u.o No.F. 2/5/M-2/2016/M-3 dated 16th October, 2020

Copy to:-

Secretary
Ministry of Maritime Affairs
Islamabad.

DG JI&IO Branch
JSHQ
Chaklala, Rawalpindi

DCNS(O)
NHQ, Islamabad

HPN
Karachi

DDG, PMSA
Karachi



Phone 021-34110196
www.sindhforest.gov.pk

OFFICE OF THE
CHIEF CONSERVATOR OF FORESTS SINDH
MANGROVES & RANGELANDS
KARACHI



No. G.II(b)/ 145 of 2019-20

Karachi, dated 15th September, 2019

To

Mr. Anser Ahmed Khan
Chief Executive
ENERGAS Terminal (Pvt) Limited
Karachi

SUBJECT: REQUEST FOR COOPERATION (NOC) -- ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) OF LNG TERMINAL AT PORT QASIM, KARACHI.

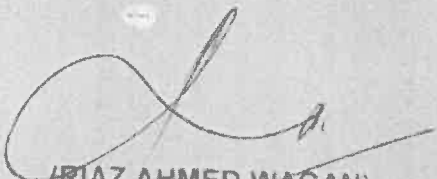
Reference: Your letter dated 29.08.2019

Consequent upon receiving assessment report submitted by the proponent, M/s. ENERGAS Terminal (Pvt) Limited for developing an FSRU based LNG terminal at Bin Qasim, Karachi namely ENERGAS LNG Project to be located at North LNG Zone in Chara Creek system and lies amid coordinates 24°46'15.06"N & 67°17'31.83"E for laying the pipeline crossing through the Mangroves near Port Qasim having length about 0.698 km. The area was thoroughly visited and assessed on required parameters and after verifying and looking to the importance of energy needs of the nation the NOC is hereby issued to cut mangroves for laying a pipeline through an area with mangroves at Port Qasim, Karachi (if already approved) subject to compliance of following mitigating measures and fulfillment of terms and conditions.

- 1) M/s ENERGAS Terminal (Pvt) Limited shall take Sindh Forest Department on board for replantation of the mangrove saplings at the designated sites within and outside PQA and cost of replantation should be borne by M/s ENERGAS Terminal (Pvt) Limited. The estimated cost of removal of mangroves cover has been calculated at PK Rs. 780,000/- which shall be paid by M/s ENERGAS Terminal (Pvt) Limited at the time of removal of mangroves in Government Treasury being the cost of mangrove wood.
- 2) The ecosystem services of mangroves of Indus Delta and South Asia have been monetized at an average of US\$ 4200/ha/yr. M/s ENERGAS Terminal (Pvt) Limited shall bear the economic cost of removing mangroves. This amount is to be spent on the development of new mangrove plantations, protection of mangrove plantations and community incentive programme as given in Annexure-A. The total amount is to be spent in 10 years as it is expected that mangrove forest

ecosystem will impart full benefits in 10 years' time. The amount shall initially be spent for planting and then on protection and maintenance through community watch and ward system.

- 3) The amount for planting and maintenance shall be deposited in Lump Sum to continue the rehabilitation activities of mangroves.
- 4) Above is the cost of establishing plantation and nursery under "ecosystem services of mangroves" with collaboration of the Sindh Forest Department in Karachi or other deltaic districts.
- 5) The dredged material is to be disposed of from mangrove areas into a Chauffer dam or other alternatives to avoid displacement in the creeks and mangrove areas.
- 6) The proponent and its contractors/workers will not trespass, damage or interfere in adjoining mangrove areas
- 7) This NOC/approval does not absolve the proponent of duty to obtain any other approval / NOC required under the prevailing laws of the Sindh government and from other agencies as required under the law and procedures. Sindh Forest Department has issued the permission/ NoC for cutting of mangroves subject to the payment of compensation of the physical and economic cost of the mangroves as proposed above and as proposed in the mitigation plan given in the MoU. The NoC of land or its use for purposes other than forests is neither the domain of SFD here, nor this permission/NoC addresses the issue of land and its use other than forests.
- 8) All above terms and conditions will be managed/implemented through an agreement/MoU between M/s ENERGAS Terminal (Pvt) Limited and Sindh Forest Department for the sustainability of mitigation plan. Draft agreement / MoU is attached herewith.



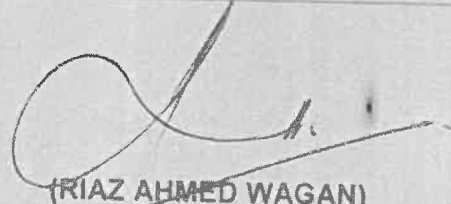
(RIAZ AHMED WAGAN)
CHIEF CONSERVATOR OF FORESTS SINDH
MANGROVES & RANGELANDS
KARACHI

CC:

- The Secretary, Forest & Wildlife Department, Government of Sindh, Karachi with a copy of draft agreement / MoU. The signed copy of agreement / MoU will be submitted as soon as it is signed.

ANNEXURE-A
(MITIGATION PLAN)

S.No.	Activity	Quantity (Hectare)
1	Planting of Mangroves in the Indus Delta	120
2	Protection & Restocking for ten years through community watch & ward system	120
3	Community Mobilization & Incentive Programme	To be designed with the consultation



(RIAZ AHMED WAGAN)
CHIEF CONSERVATOR OF FORESTS SINDH
MANGROVES & RANGELANDS
KARACHI

PAKISTAN RAILWAYS

Divisional Office

Karachi

No.639-W/67/Eng.Terminal/D-3

Dated: 30-03-2020

The Chief Executive Officer,
Energas LNG Terminal PVT Ltd.
6-A, Muhammad Ali Housing Society,
Abdul Aziz Hashim Tobba street,
Karachi.
P.O. Box No.75350

Subject: - PERMISSION FOR CROSSING 38" DIA CARBON STEEL CASING PIPE TO PASS 30" DIA CARBON STEEL CARRIER PIPE UNDER THE RAILWAY TRACK AT KM 9/8-9 BETWEEN BIN QASIM-PORT QASIM SECTION.

Provisionally Permission is hereby accorded in lieu of Divisional Tracing Plan No.LL-10/BQM-PQM-2020/KYC which has already been sent to Chief Engineer/Open Line, Pakistan Railways, Headquarter Office, Lahore vide letter of even No. dated 19-03-2020 for approval/signature.

Moreover, it is apprised that if any fluctuation/correction in amount by Pakistan Railways, Headquarter Office, Lahore, the sponsor is bound to pay the amount.

Furthermore, a specimen of agreement is sent herewith is to be typed/printed on legal/judicial papers worth of Rs. 100/- duly signed and stamped of the sponsoring agency.

Please inform this office (15 days) prior to execution of the work, so that the concerned engineering field staff may be deputed at site.

DA/Agreement

(Asif Mumtaz Ghouri)
DEN-III

for Divisional Superintendent
Pakistan Railways, Karachi



SINDH ENVIRONMENTAL PROTECTION AGENCY GOVERNMENT OF SINDH

HEAD OFFICE:
Plot # ST-2/1, Sector- 23, Shan Chowrangi,
Korangi Industrial Area, Karachi.
Ph:35065950, 35065598, 35065532
epasindh.gov.pk
Facimile: 35065940

24th January, 2020

SUBJECT: DECISION ON ENVIRONMENTAL IMPACT ASSESSMENT (EIA).

- | | | |
|----|---|---|
| 1. | Name & Address of Proponent: | Mr. Anser Ahmed Khan (Chief Executive).
M/s. ENERGAS Terminal (Pvt.) Limited
6-A, Muhammad Ali Housing Society,
Abdul Aziz Hashim Tabba Street
Karachi- 75350, Pakistan |
| 2. | Description of Project: | Construction of Private Sector LNG Receiving and Regasification Terminal |
| 3. | Location of Project: | Port Qasim Karachi. |
| 4. | Date of Filing of EIA: | 27-03-2019 |

After careful review of the Environmental & Social Impact Assessment (ESIA) report, Sindh Environmental Protection Agency (SEPA) accords its approval for construction of proposed LNG Receiving and Regasification Terminal subject to the following conditions:

- i) Mitigation measures recommended in the ESIA report shall be strictly adhered to minimize any adverse impact on marine as well as terrestrial environment. Sindh Environmental Quality Standard (SEQs) as well as International standards and conventions for control of marine pollution shall be adopted and followed in letter and spirit.
- ii) Discharging and dumping of any kind of waste material into harbor waters will not be allowed, all importing ships will comply with international maritime standards for disposal of their waste.
- iii) Design of project shall be done strictly in total compliance with the codes and standards defined by Pakistan LNG Policy 2011 including SIGTTO (Society of International Gas Tankers and Terminal Operators), NFPA 59 A and PIANC codes and guidelines, besides all other relevant national and

- international rules, codes and regulations as well as industrial best practices.
- iv) ENERGAS Terminal (Pvt.) Limited shall appoint an Independent Environmental Monitoring Consultant (IEMC) to ensure compliance of the Environmental Management Plan. Monitoring Reports shall be submitted to SEPA on monthly basis during the construction phase of the project.
- v) That, the proponent shall be liable for compliance of Section 11, 12, 13, 17 & 20 of Sindh Environmental Protection Act-2014 and its Rules & Regulations made there under.
- vi) Dredged material will be disposed inside a cofferdam at the site designated by Port Qasim Authority (PQA) under the masterplan of PQA as per international standards taking due consideration of the following aspects:
- Placement of Geo-textile material around the bund is to be ensured.
 - Integrity of cofferdam to be ensured all the times so that dredged material does not seep / leaked into the adjoining areas / creeks /channel.
 - In case, if there is any leakage of dredged material into the channel / adjoining areas, dredging works must be immediately suspended till clearing of material from the affected area.
 - The pipes laid to transport dredged material upto dumping site should be submerged upto safe depth to keep the creek navigable.
 - Dredged material shall not be disposed of over mangroves.
- vii) The Proponent shall ensure state-of-the-art and international standards for safety of terminal, storage facility and all other installation to prevent any safety related hazard. To cope with the hazard, an emergency response and contingency plan must be developed and shared with concerned authorities. Proper Coordination must be maintained with PQA.
- viii) That, this approval shall be valid subject to the clearance / approval of Port Qasim Authority and Oil & Gas Regulatory Authority (OGRA).
- ix) The seismic risk factor will be taken into account during the designing of structural facilities.
- x) Adequate and proper maintenance of all pumps, valves and pipelines must be ensured to limit any fugitive natural gas emissions.
- xi) 100% unskilled and semi-skilled jobs will be offered to the local communities.

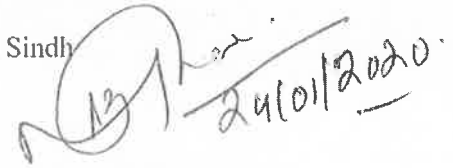
M. A. M. M.
24/01/2020

- xii) A comprehensive Waste Management Plan will be developed for effective disposal of Solid waste during construction and operational activities. Qualitative & quantitative data shall be maintained and can be examined by this Agency for verification / audit purpose. The waste shall be disposed-off in environment friendly manner, through SEPA certified contractor/ vendor.
 - xiii) The Proponent shall ensure that adequate passage is provided to avoid disturbance to fishing boats and other maritime activities in the area. if any. For this purpose, dimension of terminal, storage vessel, berthing of importing ship and distance for security buffer will be kept to optimum requirement. The construction and operation of proposed LNG terminal must not pose any threat to the livelihood of local fishermen and fighting communities.
 - xiv) Corporate Social Responsibility (CSR) Plan will be prepared and submitted to SEPA within 06 months from date of issuance of this approval. The plan must focus on projects of community interest and prepared in consultation with community members and Sindh Fisheries Department and be implemented through WWF Pakistan. A reasonable percentage from the project cost shall be allocated for implementation of community projects and a separate fund will be established.
 - xv) During construction and operation phases of the project local people will be preferred for employment against all skilled & unskilled jobs. All social and conflicting issues (if any) must be settled before commencing the construction and operation of the said project.
 - xvi) Cutting of mangroves will be minimized by applying suitable mitigation measures for construction of terminal and associated installation.
 - xvii) ENERGAS Terminal (Pvt.) Limited will utilize the clearance available within the mangroves plantation for passing the pipeline from terminal facilities to the onshore transportation facilities. Any damage to the mangrove plantation during the laying of pipeline will have to be compensated by planting mangroves under the supervision and certification of Sindh Forest Department and minoring by IMC. For this purpose, funds will be allocated ensure to maximum survival rate and monitoring till their sustainable growth.
5. The proponent shall be liable for compliance of Section 14, 15, 18 and 19 of EIA / IEE regulation 2014, which direct for condition for approval. confirmation of compliance, entry inspection and monitoring.

Handwritten signature
24/01/2020

- 6. This approval is accorded only for the construction phase of the project.
- 7. This approval does not absolve the proponent of the duty to obtain any other approval or consent that may be required under any law in force.
- 8. That, the proponent shall submit all relevant approval to this agency before commencing of the project, in case of non-compliance of the condition. this approval shall be treated as null and void.
- 9. That, this approval can be withdrawn at any time without any prior notice. if deemed necessary in the Public / National interest.
- 10. That, this approval is not valid for any Court matter / land dispute.
- 11. This approval shall be treated as null and void if the conditions mentioned in this approval are not complied with or any violation of SEP Act, Rules, Regulations, Guidelines and instructions is observed by this office.

This is issue with the approval of Director General, EPA, Sindh



Handwritten signature and date: 24/01/2020

Deputy Director (Technical-VI)
For Director General,
Sindh, EPA



PAKISTAN STEEL
(Corporate Secretariat)

No. Sec-Land/259/2020/190

February 20, 2020

Mr. Anser Ahmed Khan,
Chief Executive Officer,
ENERGAS Terminal (Pvt) Limited,
6-A Muhammad Ali Housing Society,
Abdul Aziz Hashim Tabba Street,
KARACHI-75350.

SUB: CROSSING OF 30" DIA PIPELINE OVER PAKISTAN STEEL MILLS SEA WATER INTAKE CHANNEL

With reference to your letter dated 16-12-2019 permission for crossing of 30" dia pipeline over sea water intake channel of Pakistan Steel. In this regard M/s ENERGAS is requested to submit undertaking regarding fulfillment of the following requirements and make payments, so that the request for crossing of 30" dia pipeline through Steel Trestle from PSM sea water intake channel may be processed accordingly:-

- i) In case any damage is caused to any underground network, Embankment of Intake channel or any property of Pakistan Steel, M/s ENERGAS will be responsible to carry out its repair / maintenance at their own cost with the entire satisfaction of PSM and decision of Pakistan Steel in this regard will be final.
 - ii) A sum of Rs.2,76,000/= (Rupees Two hundred Seventy Six Thousand Only) should be deposited in the accounts of Pakistan Steel as restoration charges which will be Non Refundable.
 - iii) M/s ENERGAS will pay ROW Charges of Rs.3,550/= per annum with a compounded increase of 10% annually. The same will be payable in advance.
 - iv) In case of late payment of ROW Charges, surcharge @ 1% per month will be levied.
2. We are waiting for your prompt response please.

(Signature)
(Muhammad Shafiq Anjum)
Corporate Secretary



PORT QASIM
GATEWAY TO NATIONAL PROSPERITY

PORT QASIM AUTHORITY

PQA/DYHD/713/2018
Dated: 22nd November, 2019

M/s ENERGAS Terminal (Pvt) Limited
6-A, Muhammad Ali Housing Society,
Abdul Aziz Hashim Tabba Street,
Karachi- 75350

Subject: **ESTABLISHMENT OF FLOATING/OFFSHORE LNG TERMINAL
ON BOT BASSIS AT PORT QASIM**

- Offshore RLNG pipeline ROW NOC
- Allocation of sites for dredged spoil disposal
- Met-ocean & Hydrographic data

References: M/s ENERGAS letters dated 21st November, 2019

The NOC for laying of offshore section of RLNG pipeline under Seabed through HDD from its entry point offshore to exit point on shore as proposed vide letter under reference is hereby accorded subject to following:

- i. RLNG pipeline should pass under seabed 25.0 meters below the Chart Datum.
- ii. Submission of RLNG pipeline alignment drawings vetted by certified engineering firm and bathymetric survey report of pipeline route where applicable.
- iii. Provision of HDD, Geotechnical, Geophysical and EIA feasibility reports supporting pipeline route.
- iv. Methodology to be adopted as per international Codes & Standards in respect of HDD.
- v. Provision of coordinates of entry and exit points of HDD/pipeline.
- vi. Safety measures plan of HDD
- vii. RLNG pipeline in any way should not hamper safe navigation of Shipping at Port Qasim.
- viii. No Objection from other outside authorities / agencies.

2. The provisional onshore and offshore sites designated for dumping of dredged material by cutter suction and trailing suction hopper dredgers are bounded by following coordinates:

On-shore site for Cutter Suction:

- i. 24°45' 13.41N 67° 19' 14.21E
- ii. 24°44' 51.28N 67° 19' 03.01E
- iii. 24° 45'11.75N 67° 18' 14.55E
- iv. 24° 45'33.88N 67°18'25.76E

Off-shore site for TSHD:

- i. 24° 30' N 67° 02' E
- ii. 24° 30' N 67° 03' E
- iii. 24° 29' N 67° 02' E
- iv. 24° 29' N 67° 03' E

3. The above dumping sites coordinates are provisional which will be confirmed on receipt of M/s HR Wallingford Feasibility Study Report. Both sites may be taken in to account for calculation of financial implications.

4. The available bathymetric and tidal data has already been provided to M/s ENERGAS. However, weather, wave and currents data will be forwarded in due course when Feasibility Reports will be received from HR Wallingford.

5. This has been issued with the approval of Chairman.



Shahid Hafeez
Director (Hydrography)
DIRECTOR HYDROGRAPHY
Port Qasim Authority Karachi

C c:

1. Chairman
2. DG (Technical)
3. DG (P&D)
4. DG (Ops)
5. Director (CD)
6. Director(E&S)
7. Director (PSP)
8. Director (P&D)
9. Director (IM)



PORT QASIM AUTHORITY

Gateway to National Prosperity

No: PQA/P&D/DO/1541/2019

Dated: 19th November, 2019

M/s. Energas
6-A, Muhamamd Ali Housing Society
Abdul Aziz Hashim Tabba Street
Karachi.

**SUBJECT: ESTABLISHMENT OF FLOATING / OFFSHORE LIQUIFIED
NATURAL GAS TERMINAL ON BOT BASIS AT PQA.**

-- Proposed ROW for LNG Pipeline

This has reference to PSP Department's letter No: PQA.PSP/482/2017-pt/484 dated 6th November, 2019, enclosing M/s. Energas application No. Nil dated 28th October, 2019, alongwith topographic survey report and Google image showing route plan of LNG Gas pipeline and subsequently, provision of the route plan alongwith coordinate on A-1 size drawings on 15th November, 2019 by the representative of **M/S. ENERGAS.**

2. The NOC for proposed route plan pertaining to onshore area is hereby provisionally granted. However, alignment of proposed pipeline would be adjusted after physical joint survey of PQA and **M/S. ENERGAS.** The LNG Pipeline will pass through intake channel of Pak Steel, Pipri and Badal Nallahs and bridges have been constructed over there. Hence, it is a critical area in connection to execution of said work which could only be examined and its modalities could be decided when detail drawings alongwith following requirements are submitted by **M/S.ENERGAS:**
 - i) **M/S. ENERGAS** may carry out the survey and collect the information of already laid utilities / services lines and then exact location of these may be discovered by excavating the test pits in the presence of representatives of respective agencies. Thereafter, detailed plan and profile be submitted.
 - ii) Five (05) Prints of the route alignment map plan (standard size) with profile design alongwith details of the trench with respect to property line and centre line of the PQA road and Cross Section of proposed RLNG product pipelines duly stamped by your company & Consultant.
 - iii) Copy of the I.A Agreement between M/s. Energas and Port Qasim.
 - iv) Required Licenses, approvals and NOCs from relevant agencies, if any.

Page 1 of 2




PORT QASIM AUTHORITY

Gateway to National Prosperity

No: PQA/P&D/DO/1541/2019

Dated: 19th November, 2019

- vi) Methodology and required arrangement for placing the pipeline in the area where bridges are constructed.
- vii) Environment Impact Assessment Report prepared by Authorized consultant vetted by SEPA / EPA, alongwith the clearance certificate.
- viii) Copy of the Design Report of the proposed product pipeline and detail construction drawing vetted by Authorized Certified Engineer / Consultants.
- ix) Copy of Licenses of Design Engineer Consultants and it's upto date renewal
- x) Undertaking from the Engineer / Consultant who will supervise the Installation of Product LNG Pipeline.


(Nusrat Hussain Sangi)
Manager (Planning)

C.c.to:

1. Chairman
2. Director General (P&D)
3. Director General (Tech.)



Oil & Gas
Regulatory Authority

NOTICE FOR PUBLIC COMMENTS

APPLICATION FOR GRANT OF LICENSE FOR TRANSMISSION OF NATURAL GAS/RLNG ENERGAS TERMINAL (PRIVATE) LIMITED, KARACHI

Energas Terminal (Private) Limited, Karachi (ETPL) (the applicant) has applied under OGRA's Natural Gas (Licensing) Rules, 2002 for grant of license for Transmission of Natural Gas/RLNG. The applicant's Terminal will be located at Chara Creek in Port Qasim and will be designed for the unloading of LNG through Ship to Ship operations with an FSRU. The FSRU will receive LNG from the LNG carriers, perform regasification and supply natural gas/RLNG through a transmission pipeline to the metering station and from there on to the SSGCL's Natural Gas grid. The regasification capacity of the FSRU is aimed at 750 mmscfd-1 bcf/d and a storage capacity at 173,000 m³. The LNG carrier will be moored ship to ship with FSRU and will have a maximum capacity of 266,000 m³. After completion of the requisite data / information by the applicant, the Authority has admitted the instant application for consideration. All persons and parties who are likely to be affected by the grant of license are hereby notified to file objections, written comments or intervention requests addressed to Registrar OGRA, describing the manner in which such persons/parties shall be affected. The intervention request shall be filed alongwith fee of Rs.500/- (bank draft) and affidavit verifying the contents of communication within fourteen days from the publication of this notice. Copies of the documents submitted by the applicant can be obtained on payment of prescribed charges of Rs.2/- per page from the office of Registrar or can be downloaded from OGRA's website. For any information required from the applicant please contact:

Anser Ahmed Khan
Chief Executive Officer,
Energas Terminal (Private) Limited,
6-A, Muhammad Ali Housing A.Aziz Hashmi Tabba Street,
Gulshan Town, Karachi, Telephone: 021-34168203
Fax: 021-34168202, www.energas-lng.com

REGISTRAR
Oil and Gas Regulatory Authority
53-D, Feroze Has Road, Dha-5, Islamabad
Phone: 051-9244299, 051-9244090-98 (Ext-187)
Fax: 051-9244351 www.ogra.org.pk

PID(1) 5669/20

DAILY BUSINESS RECORDER DATED 29-04-2021



Oil & Gas
Regulatory Authority

VIRTUAL PUBLIC HEARING NOTICE

APPLICATION FOR
TERMINAL

Energas Terminal (Private) Limited, Karachi (ETPL) (the applicant) has applied under OGRA's Natural Gas (Licensing) Rules, 2002 for grant of license for Transmission of Natural Gas/RLNG. The applicant's Terminal will be located at Chara Creek in Port Qasim and will be designed for the unloading of LNG through Ship to Ship operations with an FSRU. The FSRU will receive LNG from the LNG carriers, perform regasification and supply natural gas/RLNG through a transmission pipeline to the metering station and from there on to the SSGCL's Natural Gas grid. The regasification capacity of the FSRU is aimed at 750 mmscfd -1 bcf/d and a storage capacity at 173,000 m³. The LNG carrier will be moored ship to ship with FSRU and will have a maximum capacity of 266,000 m³.

After completion of the requisite data / Information by the applicant, the Authority admitted the instant application and issued Notice of Public Comments in leading newspapers on 17-04-2021.

Now, due to 3rd massive wave of Pandemic/COVID-19 outbreak throughout the country, OGRA has decided to hold the Virtual Public Hearing which will be conducted through Virtual / Zoom Application on May 07, 2021 (Friday) at 10:30 am from OGRA Office, Islamabad.

Therefore, in order to save the public from COVID-19 risk, all the interested persons/parties/stakeholders and the general public can attend the Public Hearing through Zoom Application and they are invited to Register themselves on the below mentioned E-mail Address before the said date with the following particulars: (registrar@ogra.org.pk)

Name of Person: _____ Personal E-mail: _____
Copy of CNIC: _____ Cell Number: _____
Company Name: _____ City: _____

All correspondence in this connection may be addressed to Registrar, OGRA.

REGISTRAR

Oil and Gas Regulatory Authority

54-B Faza-e-Haq Road, Blue Area, Islamabad
Phone: 051-9244290, 051-9244090-93 (Ext. 137)

Fax: 051-9244351, www.ogra.org.pk