

THE COMPANIES ORDINANCE, 1984

Company Limited by Shares

Memorandum

and

Articles of Association

MULTAN ELECTRIC POWER COMPANY LIMITED

GOVERNMENT OF PAKISTAN



CERTIFICATE OF INCORPORATION

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

Company Registration No. L 09522 of 1997-98

I hereby certify that "MULTAN ELECTRIC POWER COMPANY LTD."

//

//

//

//

is this day incorporated under the Companies Ordinance, 1984 (XLVII of 1984) and that

the company is limited by _____ Shares.

Given under my hand at _____ Lahore.

this _____ 14th _____ day of _____ May _____

one thousand nine hundred and _____ ninety eight.

Fee Rs. =5,000,200/-.



CRO-1


REGISTRAR
OF COMPANIES

No. JRL 8 of 15.

Dated 14.5.98

GOVERNMENT OF PAKISTAN



CERTIFICATE FOR COMMENCEMENT OF BUSINESS

[Under section 146 (2) of the Companies Ordinance, 1984 (XLVII of 1984)]

I hereby certify that the "MULTAN ELECTRIC POWER COMPANY LTD." //

..... which was incorporated under the Companies Ordinance, 1984 (XLVII of 1984), on the 14th

day of May 19 98 and which has filed a duly verified

declaration in the prescribed form that the conditions of clauses (a) to (e) of sub-section (1) of Section 146 of the said Ordinance have been complied with, is entitled to commence business.

Given under my hand at Lahore

this 9th day of June

one thousand nine hundred and Ninety eight.

Fee Rs. =200/-



C.R.O.-4

(AKBAR SHAH)
Joint Registrar of Companies

No. JRL/8527 dt 19/6/98

MULTAN ELECTRIC POWER COMPANY LIMITED

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MULTAN ELECTRIC POWER COMPANY LIMITED

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THE COMPANIES ORDINANCE, 1984

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MULTAN ELECTRIC POWER COMPANY LIMITED

- I. The name of the company is "Multan Electric Power Company Limited".
- II. The registered office of the company will be situated in Lahore, Province of Punjab, Pakistan.
- III. The objects for which the Company is established are to undertake any or all of the following businesses:
 1. To acquire or take over those properties, rights and liabilities of the Pakistan Water and Power Development Authority comprising that administrative division formally known as the Multan Area Electricity Board (AEB) pursuant to the Pakistan Water and Power Development Authority Act of 1958 (as amended) and to carry on, expand and extend the businesses and activities of such Board or any part thereof including, without limitation, the business of a public electricity distributor and supplier.
 2. To acquire or take over the properties, rights and liabilities of the grid stations of the Pakistan Water and Power Development Authority and the transmission lines in relation thereto which at the date of adoption of this Memorandum and Articles of Association are directly and exclusively supplying electricity to the areas formerly supplied by the Multan AEB and are located within the said AEB.
 3. To carry on all or any of the businesses of purchasing, importing, transforming, converting, distributing, supplying, exporting and dealing in electricity and all other forms of energy and products or services associated therewith and of promoting the conservation and efficient use of electricity and all other forms of energy, and all other powers necessary or incidental to the business of electricity distribution and supply.
 4. Electrification. - To do anything which a public electricity supplier is empowered or required to do under or by virtue of or under a license or other authorization granted according to law and its implementing rules and regulations or any statutory instrument made thereunder or any statutory modification or re-enactment thereof and to plan, survey, design, supply equipment, and carry out the electrification of cities, towns, villages, gas and oil refineries, workshops, buildings, highways, bridges, ports, air terminals, and other premises within its area of supply.
 5. Dealer in Electrical Equipments. - To carry on all or any of the businesses of wholesalers, retailers, traders, importers, exporters, suppliers, distributors, designers, developers, manufacturers, installers, fitters, testers, repairers, maintainers, contractors, constructors, operators, users, inspectors, reconditioners, servicers, improvers, alterers, protectors, removers, hirers, replacers, importers and exporters of, and dealers in, electrical appliances, systems, products and services used for energy conservation.

agricultural, industrial, household and general equipment, furniture, fixtures, fittings and devices, and all other kinds of goods, equipment, machinery, materials and installations, including but not limited to cables, wires, meters, pylons, tracks, rails, pipelines and any other plant, apparatus, equipment, systems and things incidental to the efficient transformation, supply, and distribution of electricity.

6. Determination of Retail Tariff Rates. - To ascertain the retail tariff rates that will secure recovery of operating costs, interest charges and depreciation of assets, redemption at due time of loans other than those covered by depreciation, payment of taxes, and a reasonable return on investment, and to petition the appropriate government body for the adoption of or increase in its schedule of retail tariff rates.
7. Facilities and Installations. - To locate, establish, construct, equip, operate, use, manage and maintain power grid stations, transforming, switching, conversion, and distribution facilities, grid stations, cables, overhead lines, substations, switching stations, tunnels, cable bridges, link boxes, telecommunications stations, masts, aerials and dishes, fiber optic circuits, satellites and satellite microwave connections, heat pumps, plant and equipment for combined heat and power schemes, offices, computer centers, shops, dispensing machines for pre-payment cards and other devices, showrooms, depots, factories, workshops, plants, printing facilities, warehouses and other storage facilities (including but not limited to facilities for storage and disposal of products and waste), training, education and display centers, stands and show-houses, testing premises, laboratories, research stations, compressor stations, vehicle parks, terminals, transport facilities, roads, and other electrical installations and infrastructure it may deem beneficial.
8. Acquisition and Conveyance of Assets. - To acquire or convey, whether by purchase, lease, concession, grant, hire or otherwise, establish, develop, exploit, operate and maintain real or personal properties including but not limited to land, any estates in land, claims, licenses, concessions, easements, exploration and production rights, and rights or interests of all descriptions in or relating to the same, which may seem to the Company capable or possibly capable of affording or facilitating the purchase, transformation, conversion, supply, distribution, and development of electricity or any other form of energy, and for the accomplishment of all the purposes of the Company herein stated. 14
9. Site Development. - To build, construct, maintain, alter, enlarge, pull down, and remove or replace structures, factories, offices, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices or water courses and to clear sites for the same and to work, manage and control the same and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable the Company's properties, but not to engage in the business of a real estate developer. 15
16.
10. Intellectual Property Rights. - To apply for and take out, purchase or otherwise acquire any patents, patent rights, inventions, secret processes, designs, copyrights, trademarks, service marks, commercial names and designations, technological know-how, formulae, licenses, concessions and the like (and any interest in any of them), and exclusive or non-exclusive or limited rights to use any secret or other information as to any invention or secret process of any kind, and to use, exercise, develop, and grant licenses 17.

in respect of, and otherwise turn to account and deal with, the property, rights and information so acquired.

11. Metering. - For the purposes of electricity supply, distribution and communication, to install in, on, above or under any premises or place and to operate, use, inspect, maintain, repair, replace and remove cables, lines, ducts, transformers, switchgear (remotely controlled and otherwise, and including time switches), fuses, circuit breakers, electricity service equipment, meters and other devices for measuring or controlling the quantity or quality of electricity supplied, prepayment and debt payment devices, items provided to afford access to, support, encase, insulate, and protect from damage or tampering, the above-mentioned gadgets, or to protect people and property from injury or damage, or to comply with any legal obligation and for other purposes associated with the supply of electricity and to install all such things and apparatus and items for the purposes of supplying, measuring and controlling light, heat, steam, hot water, air-conditioning and refrigeration, and for associated purposes, including payment for these facilities.
12. Demand Forecasting. - To provide or procure the provision of such facilities and services as may be necessary or desirable to forecast electricity/energy demand and to satisfy such demand.
13. Transportation. - To acquire, (whether by purchase, lease, concession, grant, hire or otherwise), charter, lease, take or let on hire, operate, use, employ or turn to account, build, equip, service, repair, maintain, and supply motor vehicles, railway locomotives, wagons, trucks, vessels, and craft of any description, engineering plants and machinery, and parts and accessories of all kinds, and to carry on the businesses of storage contractors, freight contractors, carriers by land, water and air of freight and passengers, forwarding agents, shipping agents and agents of any other kind, in so far as such activities are incidental to or necessary for the transformation, supply and distribution of electricity.
14. Audio-Visual System. - To carry on as principal, agent, contractor or sub-contractor all or any of the businesses of running, operating, managing, supplying and dealing in systems for the conveyance by any means of sounds, visual images, signals, and services, facilities and equipment ancillary to or for use in connection with such systems.
15. Management Information System. - To carry on all or any of the businesses of running, operating, managing, supplying and dealing in data processing and information retrieval systems, computers, computer programmes and software, computer bureau and data bases, meter reading and credit checking and to provide services, facilities and equipment ancillary to or for use in connection with the same.
16. Research and Development. - To carry on business as inventors, researchers and developers, to conduct, promote and commission research and development in connection with the businesses and activities of the Company and its subsidiaries, to establish and maintain research stations, laboratories, workshops, testing and proving grounds and sites, facilities and establishments and installations, and to exploit and turn to account the results of any research and development carried out by or for it.
17. Labour Contracting. - To carry on all or any of the businesses of consultants, advisers and suppliers of management, personnel and training services, whether generally or in respect of one or more of the types of business or activity which the Company has

power to carry on, and to provide training and educational courses, instruction and materials, of every description for workers of the Company and for other persons.

18. Contracts. - To enter into agreement with any individual, firm, cooperative or other society, company, corporate body, Government or local authority or other legal entity necessary or expedient for the purpose of carrying on any business of the Company.
19. Engineering Services. - To carry on all or any of the businesses of and provide services associated with, engineers (including without limitation electrical, mechanical, heating, ventilation, civil, chemical, sanitation, telecommunications and gas engineers), mechanics, technicians, draftsmen, designers, surveyors, architects, builders, decorators, caterers, kitchen installers, and shopfitters.
20. Advertisement. - To adopt such means of making known the products of the Company as may seem expedient and, in particular, by advertising in the press, by circulars, by purchase and exhibition of works of art or interests, by publication of books and periodicals, and by granting prizes, rewards and donations.
21. Other Businesses. - To carry on all or any of the businesses of manufacturers, wholesalers, retailers, and traders, whether generally or in relation to particular goods or commodities, and to carry on all or any of the businesses of factors, debt collectors, and developers of and dealers in property, so far as incidental to or necessary for the transformation, distribution and supply of electricity.
22. Borrowing. - To borrow or raise money or secure or discharge any debt or obligation (whether of the Company or any other person) in such manner as the Company thinks fit and in particular (but without prejudice to the generality of the foregoing) by the creation or issue, upon such terms as to priority or otherwise as the Company thinks fit, of securities of any kind or mortgages or discharges founded or based upon all or any part of the undertaking, property, assets and rights (present and future) of the Company, or, without any such security, and advance payments with or without allowance of mark-up thereon.
23. Bank Accounts. - To open, operate, transfer, and close banking accounts of the Company with any bank or banks and to draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable/non-negotiable or transferable/non-transferable instruments, but not to act as a finance or banking company.
24. Guaranty and Suretyship. - To enter into any guarantee, contract of indemnity or suretyship and, in particular (without prejudice to the generality of the foregoing), to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future), and unsubscribed capital of the Company or by both such methods or in any other manner, the performance of any contract, obligation or commitment of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends, and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is a subsidiary, an affiliate or a holding company of the Company or otherwise associated with the Company, whether or not any valuable consideration or advantage is received by the Company.

25. Partnership. - To enter into partnership, joint venture or cooperation arrangements with any person or company or other legal entity, local or foreign, carrying on or engaged in any business or transaction which the Company is authorized to carry on or engage in, or otherwise seek assistance from or assist any such person, company or legal entity.
26. Related Businesses. - To acquire by any means the whole or any part of the assets, and to undertake the whole or any part of the liabilities, of any person, natural or juridical, carrying on or proposing to carry on any business which the Company is authorized to carry on or which can be carried on in connection therewith, to acquire an interest in, amalgamate or enter into partnership or into any arrangement for sharing profits, cooperation, or mutual assistance, with any such person, to promote, form and sponsor any company or companies in furtherance of the objects herein stated, and to give or accept, for any of the acts or things aforesaid or property acquired, such consideration as the Company thinks fit, including without limitation, any shares, debentures, or other securities or rights.
27. Equity Investment. - To invest the surplus moneys of the Company not immediately required in any manner to subscribe for, purchase or otherwise acquire, and to hold, and deal with, any shares, debentures, bonds, notes, and other securities, obligations and investments of any nature whatsoever, including any options or rights in respect of them, and otherwise to invest and deal with the money and assets of the Company, but not to act as an investment company.
28. Lending. - To advance money or give credit to such persons or companies and on such terms as may seem expedient and, in particular, to customers and others having dealings with the Company, to guarantee the performance of any contract or obligation and the payment of money by the Company, and to accept securities of any person or any property or interest therein of whatever nature in payment or partial payment for any services rendered or for any sale or supply made to, or debt owing from, any such person, but not to act as a finance or banking company.
29. Trusts. - To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, with or without any declared trust in favour of the Company, and to undertake and execute any trust the undertaking whereof may seem desirable, either gratuitously or otherwise.
30. Portfolio Investments. - Subject to such terms and conditions as may be thought advantageous, to trade its shares and to undertake markup and currency swaps, options (including traded options), swap option contracts, forward exchange contracts, futures contracts or other financial instruments allowed by law, including hedging agreements of any kind, all or any of which may be on a fixed and/or floating rate basis and/or in respect of local or foreign currency or commodities of any kind, but not to engage in the business of a stockbroker.
31. Government Permissions. - To apply for and obtain necessary consents, permissions and licenses from any Government, Provincial, Local, Foreign, Multilateral or other authorities or entities for enabling the Company to carry any of its objects into affect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem expedient, and to enter into arrangements with any Government or authorities, foreign, federal,

provincial, municipal, local or otherwise, public or quasi-public bodies, or with any other persons, in any place where the Company may have interests that may seem conducive to the objects of the Company or any of them and to obtain from any such Government, authorities or persons any rights, privileges and concessions which the Company may think fit to obtain, and to carry out, exercise and comply therewith.

32. Dispute Resolution. - To resolve disputes by negotiation, conciliation, mediation, arbitration, litigation or other means, judicial or extra-judicial, and to enter into compromise agreement with creditors, members and any other persons in respect of any difference or dispute with them and to exercise the power to sue and be sued and to initiate or oppose all actions, steps, proceedings or applications which may seem calculated directly or indirectly to benefit or prejudice, as the case may be, the interests of the Company or of its members.
33. Employees' Funds. - To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to such persons who are or were at any time in the employ or service of the Company, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or affiliate company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and qualified dependents of any such persons, and also to establish, subsidize and subscribe to institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
34. Remuneration. - To enter into contracts with its salaried employees, including a chief executive who, prior to his appointment as such, was not a director of the Company or of its subsidiary or holding Company, and to provide for such other financial assistance to said employees or workers under personnel rules and regulations that the Company may subsequently adopt.
35. Commissions. - To pay and discharge all or any expenses, costs and disbursements, and to pay commissions and to remunerate any person for services rendered or to be rendered in connection with the formation, registration, promotion and flotation of the Company and any company formed, sponsored, registered, and promoted by the Company or incidental to any negotiations between promoters preliminary to the formation of the Company, and the underwriting, placing or issue at any time of securities of the Company or of any other person plus all costs and expenses incurred in the acquisition of any property or assets, including the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.
36. Charitable Contributions. - To subscribe or contribute (in cash or in kind) surplus properties to, and to promote or sponsor, any charitable, eleemosynary, scientific, educational, benevolent or useful object of a public character or any object which may in the opinion of the Company be likely, directly or indirectly, to further the interests of the Company, its employees and workers or its members.

37. Dissolution and Winding Up. - To cease carrying on or wind up any business or activity of the Company and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.
38. Equity Conversion. - To issue, allot and grant options over securities of the Company towards the satisfaction of any liability or obligation undertaken or agreed to be undertaken by or for the benefit of the Company, or in consideration of any obligation or for any other similar purpose.
39. International Operations. - To procure the Company to be registered or recognized in any part of the world and to do all or any of the above things in any part of the world, either as principal, agent, trustee, contractor or otherwise, alone or in collaboration with another, and either by or through agents, trustees, sub-contractors, subsidiaries or otherwise.
40. Disposal of Assets and Declaration of Dividends. - To dispose by any means of the whole or any part of the assets of the Company or of any interest therein and to distribute in specie or otherwise by way of dividends or bonus or reduction of capital all or any of the property or assets of the Company among its members, and particularly, but without prejudice to the generality of the foregoing, securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company or any proceeds of sale or other disposal of any property or assets of the Company.
41. Insurance. - To insure the property, assets, and employees of the Company in any manner deemed fit by the Company, and to create any reserve fund, sinking fund, insurance fund or any other special fund whether for depreciation or for repairing, insuring, improving, extending or maintaining any of the properties of the Company or for any other purpose conducive to the interests of the Company, but not to act as an insurance company.
42. Regulations. - To make rules or regulations not inconsistent with this Memorandum and to provide for all matters for which provision is necessary or expedient for the purpose of giving effect to the provisions of this Memorandum and the efficient conduct of the affairs of the Company.
43. General Power. - To carry on any other businesses or activities which the Directors consider capable of being carried on directly or indirectly for the benefit of the Company and to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

Declaration. It is hereby declared that

- (a) the word "company" in this Memorandum of Association, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether domiciled in Pakistan or elsewhere;
- (b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and, accordingly, shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a

sense as if each of the said paragraphs defined the objects of a separate and distinct company;

- (c) the headings used in each of the paragraphs are for convenience only and are not intended to affect the construction thereof in any way; and,
- (d) notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association, nothing herein shall be construed as empowering the Company to undertake or indulge in the business of banking or financing institution, leasing, investment, or real estate brokerage or insurance, directly or indirectly, as restricted by law or in any unlawful operations.

IV. The liability of the members is limited.

V. The authorized share capital of the Company is Rs. 50,000,000,000 (Rupees Fifty billion) divided into 5,000,000,000 (five billion) ordinary shares of Rs. 10 (Rupees Ten) each with power to increase or reduce the capital and to divide the shares in the capital for the time being into several classes and to attach thereto respectively such rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company, and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company in accordance with law; 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 shares.

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

Name and surname (Presented former) in full (in Block Letters)	Father's/ Husband's Name in Full	Nationality	Occupation	Residential Address in Full	Number of Shares taken by Each Subscriber	Signature
1. Mr. Muhammad Uzaffar-ud-Din Ghauri	Haji Alaf Din Khan	Pakistani	WAPDA Service	Banglow No. A-1, WAPDA Colony Khanewal Road, Multan.	1	
2. Mr. Nasir Ahmad Paracha	Amir Mohammad	Pakistani	WAPDA Service	Flat No. 19 WAPDA Officers Colony Upper Mall, Lahore.	1	
3. Mr. Mehr Dil Khan	Malik Umara Khan	Pakistani	WAPDA Service	132 kV Grid Station WAPDA Qasimpur Bahawalpur Road, Multan.	1	
4. Mr. Muhammad Habbir Chaudhary	Ch. Muhammad Siddique	Pakistani	WAPDA Service	H. No. 9, Block K, Shah Rukn-e-Alam Housing Scheme, Multan.	1	
5. Mr. Muhammad Azam Khan Shad	Muhammad Khan	Pakistani	WAPDA Service	H. No. 81-B, New Chauburji Park, Lahore.	1	
6. Mr. Tariq Shaikh	Shaukat Ali Shahab Talib	Pakistani	WAPDA Service	21-Greenwood Homes, Block-C New Muslim Town, Lahore.	1	
7. Mr. Khalid Mahmood	Fazal Din	Pakistani	WAPDA Service	Bunglow No. B-46, WAPDA Colony, Khanewal Road, Multan.	1	

Total number of shares taken _____ 7 (Seven)

Dated the _____ day of _____

Witnesses to above signatures

Signature _____

(Full Name, Father's/Husband's Name)

(in Block Letters) _____

Occupation _____

Full Address _____

THE COMPANIES ORDINANCE, 1984
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

OF

MULTAN ELECTRIC POWER COMPANY LIMITED

I. PRELIMINARY

1. TABLE "A" Not to Apply

The regulations in Table 'A' in the First Schedule to the Companies Ordinance, 1984 shall not apply to the Company except as reproduced herein.

2. Definitions

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

- (a) **"Articles"** mean these Articles as originally framed or as from time to time altered in accordance with law.
- (b) **"Board"** means the group of Directors in a meeting duly called and constituted or, as the case may be, the Directors assembled at a board.
- (c) **"Company"** means the Multan Electric Power Company Limited.
- (d) **"Directors"** means the Directors for the time being of the Company as named in Article 49 and, subsequently, such members duly elected and registered pursuant to Sections 178 and 205, respectively .
- (e) **"Month"** means calendar month according to the Gregorian calendar.
- (f) **"Office"** means the registered office for the time being of the Company.
- (g) **"Ordinance"** means the Companies Ordinance, 1984, or any modification or re-enactment thereof for the time being in force.
- (h) **"Ordinary Resolution"** means a resolution passed at a general meeting of the Company when the votes cast (whether *viva voce*, by show of hands or by poll) in favour of a resolution by members who, being entitled to vote in person or by proxy, do so vote, exceed the number of votes, if any, cast against the resolution by members so entitled and voting.
- (i) **"Register"** means, unless the context otherwise requires, the register of members to be kept pursuant to Section 147 of the Ordinance.
- (j) **"Seal"** means the common or official seal of the Company.

- (k) **“Section”** means a Section of the Ordinance.
- (l) **“Special Resolution”** means the special resolution of the Company as defined in Section 2(1)(36) of the Ordinance.

3. Interpretation

In these Articles, unless the context otherwise requires:-

- (a) provisions bearing on transfer or transmission of shares, meetings, voting in person or by proxy, management, and the appointment, powers and removal of Directors and employees of the Company shall be read subject to the provisions of Section 183 relating to the power of control by a holding company over its subsidiary; the headings are for convenience only and do not constitute part of these Articles and shall not be used in construing these Articles;
- (b) the singular includes the plural and vice versa and words denoting any gender shall include all genders;
- (c) references to any Act, Ordinance, legislation, Rules or Regulations or any provision of the same shall be a reference to that Act, Ordinance, legislation, Rules or Regulations or provision, as amended, re-promulgated or superseded from time to time;
- (d) the terms “include” or “including” shall mean include or including without limitation;
- (e) expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form;
- (f) words importing persons shall include bodies corporate; and
- (g) words and expressions contained in these Articles shall bear the same meaning as in the Ordinance.

II. BUSINESS

4. Public Company

The Directors shall have regard to the restrictions on the commencement of business imposed by Section 146 if, and so far as, those restrictions are binding upon the Company.

III. SHARES

A. General

5. Shares Under Directors' Control

Subject to Section 183 and these Articles, the shares of the Company shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons, on such terms and conditions as the Directors think prudent.

6. Amount Payable on Application

No shares shall be offered to the public for subscription except upon the term that the amount payable on application shall not be less than the full amount of the nominal amount of the share.

7. Allotment of Shares

No share shall be issued at a discount except in accordance with the provisions of the Ordinance. The Directors shall, as regards any allotment of shares, duly comply with such of the provisions of Sections 68 to 73, as may be applicable to the Company. The minimum subscription upon which the Company may proceed to allot the shares shall be Rs 10,000 (Rupees Ten Thousand).

8. Share Certificates

Every person whose name is entered as a member in the Register shall, free of charge, be entitled to receive within ninety (90) days after allotment or within forty-five (45) days of the application for registration of transfer, a certificate under Seal specifying the share or shares held by him and the amount paid-up thereon, including in particular and without limitation, such legends as the Company shall be obliged to affix to certain classes of share certificates as provided by law or as the Company shall have agreed to affix pursuant to any contractual arrangement in this respect; Provided, that, in respect of share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

9. Certificate under Seal

The certificate of title to shares may be issued under the authority of a Director or of a committee of Directors duly authorized thereto by the Board in such manner and form as the Directors may from time to time prescribe. The Seal shall be duly affixed to every share certificate issued by the Company.

10. Issuance of Replacement Certificate

If a share certificate is defaced, lost or destroyed, it may be renewed on payment by the requesting shareholder or his representative of such fee and stamp taxes, if any, and compliance with such terms prescribed by the Directors as to evidence and indemnity and payment of expenses incurred by the Company in investigating title.

11. Joint Holders

The Company shall not be bound to register more than four persons as joint holders of any share.

12. Trusts Not Recognized

Except as required by law, no person shall be recognized by the Company as holding any share/s upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

13. Payment of Commission

The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock in the Company or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares, debentures or debenture stock in the Company; Provided, that, if the commission in respect of shares shall be paid or payable out of capital, the statutory requirements and conditions shall be observed and complied with, and the amount or rate of commission shall not exceed such percentage on the shares, debentures or debenture stock in each case subscribed or to be subscribed, as may be determined by the Board subject to any limits required by law. The commission may be paid or satisfied, either wholly or partly, in cash or in shares, debentures or debenture stock. The Company may also on any issue of shares pay such brokerage fees as may be lawful; Provided that such brokerage fees shall not exceed such percentage of the shares, debentures or debenture stock paid-up as may be determined by the Board, subject to any limits required by law.

14. Bar on Use of Company Funds

Except to the extent and in the manner allowed by Section 95, 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.

B. TRANSFER OF SHARES

15. Transfer

The instrument of transfer of any share in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

16. Form of Transfer

Shares in the Company shall be transferred in the following form, or in any usual or common form which the Directors shall approve:-

MULTAN ELECTRIC POWER COMPANY LIMITED

I/We, _____, of _____, in consideration of the sum of Rupees _____ paid to me by _____, of _____, (hereinafter called the "Transferee/s", for brevity), do hereby transfer to the Transferee/s the Ordinary/Preferred books of the Multan Electric Power Company Limited, to hold unto the said Transferee, his/her/their executors, administrators and assigns, subject to the several conditions on which I/We held the same at the time of the execution hereof, and I/We, the Transferee/s, do hereby agree to take the said share (s) subject to the conditions aforesaid.

Witness our hands this _____ day of _____.

Transferor

Transferee

Signature

Signature

Signed by the above-named Transferor/s and Transferee/s in the presence of:

Witnesses

Full Name, Father's/
Husband's Name

(1) _____
Signature

Nationality _____

Full Address:

Occupation _____

Full Address of
Transferee: _____

(2) _____
Signature

Full Address:

Occupation _____

17. Non- Refusal of Transfer of Shares

The Directors shall not transfer any fully paid shares unless the transfer deed is defective or invalid. The Director may decline to recognize any instrument of transfer, unless-

- (a) a fee not exceeding two rupees as may be determined by the Directors and the appropriate stamp tax is paid to the Company in respect thereof; and
- (b) the duly stamped instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

If the Directors refuse to register a transfer of shares, they shall within one Month after the date of which the transfer deed was lodged with the Company send to the transferee and the transferor notice of the refusal indicating the defect, invalidity or any ground for objection to the transferee, who shall, after removal of such defect or invalidity be entitled to re-lodge the transfer deed with the Company.

18. Closure of Register

On giving seven days' prior notice in the manner provided by the Ordinance, the Register may be closed for such period or periods not exceeding forty-five (45) days in any one year as the Directors may from time to time determine; however, the Register shall not be closed for a period longer than thirty (30) days at any given time.

C. TRANSMISSION OF SHARES

19. Transmission

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 as having any title to the share. In the case of a share registered in the names of two or more holders, the survivor or survivors shall upon proof of his right of succession be the only person or persons recognized by the Company as having any title to the share.

20. Election to Register or Transfer

Any person becoming entitled to a share in consequence of the death or insolvency of a member shall, upon such evidence being produced as may from time to time be required by the Directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or insolvent person could have made. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

21. Rights of Person Entitled by Transmission

A person becoming entitled 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 have been entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

D. ALTERATION OF CAPITAL

22. Power to Increase Capital

The Company may, from time to time, by ordinary resolution, increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.

23. Further Issue of Capital

All further issue of shares capital shall be subject to the applicable provisions of Section 86. Thereafter, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

24. Provisions Applicable to New Shares

The new shares capital shall be subject to the same provisions with reference to transfer and transmission as the original share capital.

25. Consolidation and Subdivision

The Company may, by ordinary resolution:-

- (a) consolidate and divide its share capital into shares of larger amount than its existing shares;
- (b) subdivide its existing shares or any of them into shares of smaller amount than that fixed by the Company's Memorandum of Association, subject to the provisos to Section 92, sub-section (1), clause (d); or
- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

26. Reduction of Share Capital

The Company may, by Special Resolution, reduce its share capital in any manner, with and subject to any incident authorized and consent required by law.

IV. MEETINGS AND PROCEEDINGS

A. GENERAL MEETINGS

27. Statutory Meeting

The statutory general meeting of the Company shall be held within the period required by Section 157.

28. Annual General Meeting

The annual general meeting shall be held in accordance with the provisions of Section 158, within eighteen (18) Months from the date of incorporation of the Company and, thereafter, once at least in every year within a period of six Months following the close of its financial year and not later than fifteen Months after the holding of its last preceding annual general meeting, as may be determined by the Directors.

29. Other Meetings

All general meetings of the Company other than the statutory meeting or an annual general meeting shall be called extraordinary general meetings.

30. Extraordinary Meetings

The Directors may whenever they think necessary, call an extraordinary general meeting. Extraordinary general meetings may also be called on such requisition, or in default, may be called by such requisition, as provided under Section 159. If at any time there are not within Pakistan sufficient Directors capable of acting to form a quorum, any Director of the Company may call an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be called by the Directors.

B. Notice and Proceedings

31. Notice of Meetings

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 date and the hour of meeting and, in case of special business, the general nature of that business, shall be given in the manner provided by the Ordinance for the general meeting to such persons as are, under the Ordinance or the regulations of the Company, entitled to receive such notices from the Company.

32. Special Business

All business shall be deemed special that is transacted in an extraordinary general meeting and those transacted in an annual general meeting, with the exception of declaration of dividends, the consideration of the accounts, balance sheet and the reports of the Directors and auditors, the election of Directors, and the appointment and fixing of the remuneration of auditors.

33. Quorum

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. Three members present personally who represent not less than twenty-five percent of the total voting power either on their own account or as proxies shall be a quorum.

34. Effect of Quorum Not Being Present

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if called upon the requisition of members, shall be dissolved; In any other case, it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present, being not less than three, shall be a quorum.

35. Chairman of Meeting

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 the 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.

36. Adjournment

The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the majority of members present), 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 ten 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.

37. Voting

A resolution put to the vote in any general 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 minutes 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 favor of, or against, that resolution.

38. Demand for a Poll

A poll may be demanded only in accordance with the provisions of Section 167.

39. Manner of Taking a Poll

If a poll is duly demanded, it shall be taken in accordance with the manner laid down in Section 168 and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

40. Time of Taking a Poll

A poll demanded on the election of Chairman or on a question of adjournment shall be taken at once.

41. Casting Vote

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.

C. Votes of Members

42. Right to Vote

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 178 shall apply. On a poll, every member shall have voting rights as laid down in Section 160.

43. Voting By Joint Holders

In case of joint-holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint-holders. For this purpose, seniority shall be determined by the order in which the names stand in the Register.

44. Voting; Corporation Representatives

On a poll, votes may be given either personally or by proxy; Provided, that, no body corporate shall vote by proxy as long as a resolution of its directors in accordance with the provisions of Section 162 of the Ordinance is in force.

45. Proxy to be in Writing

The instrument appointing a proxy shall be in writing under the hand of the principal to his attorney duly authorized in writing. A proxy must be a member of the Company.

46. Instrument Appointing Proxy to be Deposited

The instrument appointing a proxy and the power-of-attorney or other authority (if any) under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the Office of the Company not less than forty-eight (48) 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.

47. Form of Proxy

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

MULTAN ELECTRIC POWER COMPANY LIMITED

I, _____, of _____, in the District of _____, being a member of Multan Electric Power Company Limited, hereby appoint _____ of _____, as my proxy to vote for me and on my behalf at the (annual/extraordinary as the case may be) general meeting of the Company to be held on the _____ day of _____, and at any adjournment thereof.

48. Revocation of Authority

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 its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

V. MANAGEMENT AND ADMINISTRATION

A. Board of Directors

49. Number of Directors

The number of Directors shall not be less than seven. The first Directors, to hold office until the first annual general meeting, shall be:-

1. Mr. Muhammad Muzaffar-ud-Din Ghauri
2. Mr. Nasir Ahmad Paracha
3. Mr. Mehr Dil Khan
4. Mr. Muhammad Shabbir Chaudhary
5. Mr. Muhammad Azam Khan Shad
6. Mr. Tariq Shahab
7. Mr. Khalid Mahmood

50. Qualification of Directors

Save as provided in Section 187, no person shall be appointed as a Director unless he is a member of the Company.

51. Chairman of the Board

The Directors may elect one of their number as the Chairman of the Board and vest in him such powers and functions as they may deem fit in relation to the management and administration of the affairs of the Company subject to their general supervision and control.

52. Chief Executive

The Directors may elect one of their number to be the Chief Executive of the Company in accordance with the provisions of Sections 198 and 199 and vest in him such powers and functions as they deem fit in relation to the management and administration of the affairs of the Company subject to their general supervision and control. ~~The Chief Executive of the Company shall be the ex-officio Vice-Chairman of the Board.~~ The

provisions of the Ordinance shall be observed regarding other matters relating to the Chief Executive.

53. Remuneration

Subject to any approval or limits required by law, the terms and conditions and remuneration of:-

- (a) Director for performing extra services, including the holding of the office of Chairman;
- (b) the Chief Executive; and
- (c) any Director for attending the meetings of the Directors or a Committee of Directors shall be determined by the Board of Directors.

54. Alternate Director

A Director may, with the approval of the Board, appoint any person (including another Director) to be his alternate Director and such an alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly and, generally, to exercise all the rights of such absent Director subject to any limitations in the instrument appointing him. For the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if any alternate Director (instead of his appointer) were a Director. An alternate Director shall not require any share qualification and he shall *ipso facto* vacate office as and when his appointer (a) vacates office as a Director; (b) removes the appointee from office; or (c) returns to Pakistan; Provided, that, upon each occasion upon which the appointer thereafter leaves Pakistan again, and unless the appointer shall have informed the Company to the contrary, he shall be deemed to have re-appointed the appointee as his alternate Director and no further approval of the Board shall be required unless the appointer desires to approve another person not previously approved by the Board as his alternate. If an alternate Director shall be himself a Director, his voting rights shall be cumulative but he shall not be counted as more than one for quorum purposes. Any appointment or removal under this Article shall be reflected by notice in writing under the hand of the Director making the same.

B. POWERS AND DUTIES OF DIRECTORS

55. General Management Powers

The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Ordinance or by these regulations, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Ordinance or to any of these Articles, and such regulations being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in a general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

56. Borrowing Powers

The Directors may exercise all the powers of the Company to raise money otherwise than by issue of shares and to mortgage, charge, pledge, hypothecate or otherwise create

an encumbrance on its undertaking or any part thereof and to issue debentures and other securities whether outright or as security for any obligation, liability or debt of the Company or of any third party. In exercising the aforesaid powers of the Company the Directors may, from time to time and on such terms and conditions as they think fit, raise money from banks and financial institutions and from other persons under any permitted system of financing, whether providing for payment of interest or some other form of return, and in particular the Directors may raise money on the basis of mark-up price, musharika, modaraba or any other permitted mode of financing, and without prejudice to the generally of the foregoing the Directors may exercise all or any of the powers of the Company under Section 196(2) of the Ordinance. In particular, the Directors may issue any security as defined in Section 2(1)(34) of the Ordinance or may issue any instrument or certificate representing redeemable capital as defined in 2(1)(30A) of the Ordinance or participatory redeemable capital as defined in Section 2(1)(25) of the Ordinance.

57. Duties of Directors

The Directors shall duly comply with the provisions of the Ordinance.

58. Minute Books

The Directors shall cause minutes to be made in books provided for the purpose of:-

- (a) all appointments of officers made by the Directors;
- (b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
- (c) all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors; and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

C. DISQUALIFICATION OF DIRECTORS

59. Disqualification of Directors

No person shall become a Director of the Company if he suffers from any of the disabilities or disqualifications mentioned in Section 187 of the Ordinance and, if already a Director, shall cease to hold such office from the date he so becomes disqualified or disabled or:-

- (a) if removed by general or special order of the holding company;
- (b) if removed by a resolution of members as hereinafter provided; or
- (c) if by notice in writing given to the Company he resigns his office;

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 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.

D. PROCEEDINGS OF DIRECTORS.

60. Meetings of Directors

(a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they deem proper. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have and exercise a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time, summon a meeting of Directors. Seven (7) 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, shall be given for a meeting of Directors; Provided, that, if all the Directors entitled to attend and vote at any such meeting so agree, in writing, a meeting may be held of which less than seven (7) days' notice has been given.

(b) A meeting of the Directors may consist of a conference between Directors, some or all of whom are in different places; Provided, that, each Director who participates is able to hear each of the other participating Directors addressing the meeting and, if he so wishes, to address each of the other participating Directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when this Article 60(b) is adopted or developed subsequently) or by a combination of methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of the minimum number and designation of Directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of Directors is assembled or, if no such group is readily identifiable, at the place from where the Chairman participates. Any Director may, by prior notice to the Secretary, indicate that he wishes to participate in the meeting in such manner, in which event, the Directors shall procure that an appropriate conference facility is arranged.

61. Chairman of Directors' Meetings

The Chairman of the Board shall preside at all meetings of the Board but, 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.

62. Committees

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 it by the Directors.

63. Chairman of Committee Meetings

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.

64. Proceedings of Committee Meetings

A committee may meet and adjourn as it thinks fit. 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.

65. Validity of Directors' Acts

All acts done in any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Directors 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 unless the said act or acts is *ultra vires* in itself.

66. Resolution in Writing

A resolution in writing circulated to all the Directors and signed by a majority of the total number of Directors or affirmed by them through fax, telex or telegram shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

E. ELECTION AND REMOVAL OF DIRECTORS

67. Rotation of Directors

At the first annual general meeting of the Company, all the Directors shall retire from office, and Directors shall be elected in their place in accordance with Section 178 for a term of three years.

68. Eligibility for Re-election

A retiring Director shall be eligible for re-election.

69. Election in Accordance with the Ordinance

The Directors shall comply with the provisions of Sections 174 to 178 and Sections 180 and 184 relating to the election of Directors and matters ancillary thereto.

70. Filling of Casual Vacancy

Any casual vacancy occurring in the Board of Directors may be filled 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.

71. Removal of Director

The Company may remove a Director but only in accordance with the provisions of the Ordinance.

VI. THE SEAL

72. Common Seal

The Directors shall provide a common seal of the Company which shall not be affixed to any instrument except by the authority of a resolution of the Board or by a committee of Directors authorized in that behalf by the Board. Two (2) Directors or one Director and the secretary of the Company shall sign every instrument to which the common seal is affixed.

73. Official Seal

The Directors may provide for the use in any territory, district or place not situated in Pakistan, of an official seal which shall be a facsimile of the common seal of the Company, with the addition on its face of the name of every territory, district or place where it is to be used. The provisions of Section 213 shall apply to the use of the official seal.

VII. DIVIDENDS AND RESERVES

74. Declaration of Dividends

The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board.

75. Interim Dividends

The Board may from time to time direct payment to the members or to the holding company such interim dividends as appear to be justified by the distributable profits of the Company.

76. Dividends Payable Out of Profits

No dividends shall be paid otherwise than out of distributable profits of the year or any other undistributed profits. No unpaid dividend shall bear interest against the Company.

77. Dividends Payable on Amount Paid on Shares

All dividends shall be declared and paid according to the amounts paid on the shares.

78. Reserve Fund

The Directors may, before recommending any dividend, set aside out of the profits available for distribution 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 either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may, subject to the provisions of the Ordinance, from time to time think fit.

79. Profit Carried Forward

The Directors may carry forward any profits which they may think prudent not to distribute, without setting them aside as a reserve.

80. Payment of Dividends Specie

With the sanction of a resolution in a general meeting, any dividend may be paid wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of any other company or in any one or more of such ways. The Directors may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all members, and may vest any such specific assets in trust for the members entitled to the dividend as may seem expedient to the Directors.

81. Dividends to Joint Holders

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.

82. Notice of dividend

Notice of any dividend that may have been declared shall be given in the manner hereinafter mentioned to the persons entitled thereto. The Company may give such notice by publication in a newspaper of general circulation in the Province where the Office is situated.

83. Period for Payment of Dividends

Dividends shall be paid within the period specified in Section 251.

VIII. ACCOUNTS

84. Books of Account

The Directors shall cause to be kept proper books of account as required under Section 230.

85. Place Where Accounts Kept

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

86. Inspection by Members

The Directors, or their representatives, shall from time to time determine whether and to what extent and at what time and place/s and under what conditions or regulations the accounts and books or papers of the Company or any of them shall be open to the inspection of members not being Directors. No member (not being a Director) shall have any right of inspecting of any account and book or papers of the Company, except

as conferred by law or authorized by the Directors or by the Company in general meeting.

87. Annual Accounts

The Directors shall as required by Sections 233 and 236 cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts and balance sheets duly audited and reports as are referred to in those sections.

88. Balance Sheet and Profit and Loss Account

A balance sheet, profit and loss account, and other reports referred to in the preceding Article shall be made out every year and laid before the Company in the annual general meeting made up to a date not earlier than six months before such meeting. The balance sheet and profit and loss account shall be accompanied by a report of the auditors of the Company and the report of Directors.

89. Copy of Accounts to be Sent to Members

A copy of the balance sheet and profit and loss account 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 as hereinafter provided.

90. Compliance with the Ordinance

The Directors shall in all respects comply with the provisions of Sections 230 to 236.

91. Capitalization of Profits

The Company in general meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss accounts or otherwise available for distribution. The Company may then set free such sum for distribution among the members who would have been entitled thereto if distributed by way of dividend and in the same proportions, on condition that the same be not paid in cash but be applied in or towards paying up in full un-issued shares or debenture of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid. The Board of Directors shall give effect to such distribution by resolution.

92. Audit

Auditors shall be appointed and their duties regulated in accordance with Sections 252 to 255 of the Ordinance.

IX. NOTICES

93. Notice to Members, etc.

Notice shall be given by the Company to members and auditors of the Company and other persons entitled to receive notice in accordance with law.

X. CONFIDENTIALITY

94. Confidentiality Undertaking

Every director, manager, adviser, auditor, trustee, member of a committee, officer, agent, accountant, or other employees of the Company shall, if so required by the Directors, before entering upon his duties, sign a confidentiality undertaking in relation to all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall undertake not to reveal any of the matters which may come to his knowledge in the discharge of his duties, except when required to do so by the Directors or by any general meeting or by any a court of law of competent jurisdiction and except so far as may be necessary in order to comply with any of the provisions in these presents.

95. Members' Access to Company Premises

No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or examine the Company's premises or properties without the permission of a Director, subject to Article 94, to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors will be inexpedient, in the interest of the Company and its members, to communicate.

XI. RECONSTRUCTION

96. Reconstruction

On any sale of the undertakings of the Company, the Directors or the liquidators on a winding up may, if authorized by a Special Resolution, accept fully paid shares, debentures or securities of any other company, either then existing or to be formed for the purchase in whole or in part of the property of the Company. The Directors (if the profits of the Company permit), or the liquidators (in a winding up), may distribute such shares or securities, or any other properties of the Company amongst the members without realization, or vest the same in trustees for them. A Special Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, and for the valuation of any such securities or property at such price and in such manner as the meeting may approve. All shareholders shall be bound by any valuation or distribution so authorized, and waive all rights in relation thereto save only such statutory rights (if any) as are, in case the Company is proposed to be or is in the course of being wound up, incapable of being varied or excluded by these Articles.

XII. WINDING UP

97. Division and distribution of Assets Upon Dissolution

If the Company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by law, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether

they shall consist of property of same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributors, as the liquidator with like sanction, shall think fit; Provided, that, no member shall be compelled to accept any shares or other securities whereon there is any liability.

XIII. INDEMNITY

98. Indemnification

Every officer or agent of the Company may be indemnified out of the assets of the Company for 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 judgement is given in his favour or in which he is acquitted, or in connection with any application under Section 488 in which relief is granted him by a court of competent jurisdiction.

XIV. ARBITRATION

99. Differences to be Referred to Arbitrator

Every intra-corporate dispute shall, as a condition precedent to any other action at law be referred, in conformity with the Arbitration Act, 1940, as amended, and its implementing rules, to the decision of an arbitrator to be appointed by the parties in dispute or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed by each of the parties in dispute, or, in the event of the two arbitrators not agreeing, then of an umpire to be appointed by the two arbitrators, in writing, before proceeding on the reference. Such decision and arbitral award shall be final and binding on the parties. Intra-corporate disputes shall include any dispute that may arise between the Company on the one hand and any of the members, their executors, administrators or assigns on the other hand, or between members, their executors, administrators or assigns, relating to these Articles or the statutes, or anything then or thereafter done, executed, omitted or suffered in pursuance of these Articles or of the statutes or any breach or alleged breach, or otherwise relating to these Articles or to any statute affecting the Company or to any of the affairs of the Company.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a company in pursuance of these Articles

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

Name and surname (Present and former) in full (in Block Letters)	Father's/ Husband's Name in Full	Nationality	Occupation	Residential Address in Full	Number of Shares taken by Each Subscriber	Signature
1. Mr. Muhammad Muzaffar-ud-Din Ghauri	Haji Alaf Din Khan	Pakistani	WAPDA Service	Banglow No. A-1, WAPDA Colony Khanewal Road, Multan.	1	
2. Mr. Nasir Ahmad Paracha	Amir Mohammad	Pakistani	WAPDA Service	Fiat No. 19 WAPDA Officers Colony Upper Mall, Lahore.	1	
3. Mr. Mehr Dil Khan	Malik Umara Khan	Pakistani	WAPDA Service	132 kV Grid Station WAPDA Qasimpur Bahawalpur Road, Multan.	1	
4. Mr. Muhammad Shabbir Chaudhary	Ch. Muhammad Siddique	Pakistani	WAPDA Service	H. No. 9, Block K, Shah Rukn-e-Alam Housing Scheme, Multan.	1	
5. Mr. Muhammad Azam Khan Shad	Muhammad Khan	Pakistani	WAPDA Service	H. No. 81-B, New Chauburji Park, Lahore.	1	
6. Mr. Tariq Shabbir	Shaukat Ali Shahab Talib	Pakistani	WAPDA Service	21-Greenwood Homes, Block-C New Muslim Town, Lahore.	1	
7. Mr. Khalid Mahmood	Fazal Din	Pakistani	WAPDA Service	Bunglow No. B-46, WAPDA Colony, Khanewal Road, Multan.	1	

Total number of shares taken _____ 7 (Seven)

Dated the _____ day of _____

Witnesses to above signatures

(Full Name, Father's/Husband's Name)

(in Block Letters) _____

Signature _____

Occupation _____

Full Address _____