

PETROSIN

PETROSIN
CNG PVT LTD.

PCNG/CORP/011
December 20, 2017

Oil & Gas Regulatory Authority
54-B, Fazal-e-Haq Road, Blue Area
Islamabad

Attention: Mr. Shahzad Iqbal - Executive Director (Gas)

Dear Sir,

Subject: UTILIZATION OF FLARE GAS AT MARI PETROLEUM'S HALINI GAS FIELD: REQUEST FOR LICENCE FROM OGRA UNDER PROVISIONS OF NATURAL GAS REGULATORY AUTHORITY (LICENSING) RULES, 2002

We are attaching the subject application documents with this letter and we shall be grateful for earliest approval of our application.

With reference to the required fee of Rs.500,000 for processing of our application, we bring to your attention that we had in 2014 applied for the same and had actually deposited with OGRA a fee of Rs.1 Million and at that time despite several meetings, nothing was concluded as OGRA was still internally resolving certain matters with respect to utilization of flare gas. A copy of the acknowledgment by OGRA of Rs.1 Million fee is enclosed herewith and OGRA is requested to adjust that fee against this application

Sincerely yours,

Asghar Malik

Col. Asghar Malik (Retd.)
Chief Executive Officer

Registration Card

P1. check fees

*Status & examine
admissibility under
the rules.*



22/XII

CC: JED-A

*P13 examine carefully and put up
AED*

PETROSIN

APPLICATION

**FOR UTILIZATION OF FLARE GAS AT MARI
PETROLEUM'S HALINI GAS FIELD: REQUEST
FOR LICENCE FROM OGRA UNDER
PROVISIONS OF NATURAL GAS
REGULATORY AUTHORITY (LICENSING)
RULES, 2002**

FROM

PETROSIN CNG PRIVATE LIMITED

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1. Application Under Sub-Rule (1)
2. Attested Copy of Memorandum and Article of Association
3. Attesting Copy of Certificate of Commencement of Business
4. Attested copy of the latest yearly submission to the Registrar of Companies
5. Attested copy of the latest audited annual
6. Attested copy of the corporate authorization allowing the submission of the application
7. Details of the technical and financial expertise and resources available for carrying on the relevant regulated activities.
8. 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.
9. Copy of Low Pressure Gas Sale – Purchase Agreement between Mari Petroleum Company Ltd and Applicant
10. List of Customer
11. Site Layout Plan

APPLICATION

APPLICATION FILED UNDER SUB-RULE (1)

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SCHEDULE-I
NATURAL GAS REGULATORY AUTHORITY
APPLICATION FORM

REF NO. PCNG/OGRA/002

DATE: 20-Dec-2017

1. Name of the Company (Applicant): Petrosin CNG Private Limited

2. Company's full address along with telephone, fax, email and web details:
Petrosin House, 3-Palm Drive, Street No.1,
Banigala, Islamabad
Tel: 051-2612672, 051-2612571
Email: Petrosin@isb.petrosin.com
Web: www.petrosin.com

3. Name, title and authorized signature of the Company's Chief Executive: Co. Asghar Ali Malik (Retd.)

Asghar Ali Malik

Signature

4. Names and addresses of current Directors of the Applicant:

1. Mr. Sohail Latif
Address: Petrosin House, 3-Palm Drive, Street No.1, Banigala, Islamabad

2. Col. Asghar Ali Malik (Retd.)
Address: House No. 266-A, Street No. 54, Sector, F-10/4, Islamabad

3. Foo Chee Mian Micheal
36-D, Dungara Road, No. 01-23, Chandry Sourt, Singapore

5. Name and address of any person or corporate body with a holding of more than one percent (1%) or more in the Applicant:

Petrosin Corporation Pte Ltd
Singapore

Applicant:

1. Regulated Activity for which a licence is sought:

(a) Transmission License _____
(b) Distribution License YES
(c) Sale License YES
(d) Integrated Licence _____
(e) Project License _____

2. Nature of License applied for (if exclusive, please provide detailed justification)

Exclusive: _____
Non-Exclusive: YES

3. Period for which the license sought

From: 01-Jan-2018
To: 31-Dec-2045

4. Details if 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

**MEMORANDUM OF ARTICLE AND
ASSOCIATION**

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THE COMPANIES ORDINANCE, 1984

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(COMPANY LIMITED BY SHARES)

MEMORANDUM



AND

ARTICLES OF ASSOCIATION

OF



**PETROSIN CNG
(PRIVATE) LIMITED**



Attested

*Muhammad Faisal
Company Secretary*

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THE COMPANIES ORDINANCE, 1984

—: 0 :—

(PRIVATE COMPANY LIMITED BY SHARES)

—: 0 :—

MEMORANDUM OF ASSOCIATION

Of

PETROSIN CNG (PRIVATE) LIMITED

- I. The name of the Company is "PETROSIN CNG (PRIVATE) LIMITED".
- II. The Registered Office of the Company will be situated in the Islamabad Capital Territory.
- III. The objects for which the company is established, are all or any of the following (and in construing the following sub-clauses, the scope of no one of such-clause shall be deemed to limit or affect the scope of any other such sub-clauses):-
 1. To, built, own and operate Compressed Natural Gas "CNG" filling stations, with or without workshop, service and other facilities.
 2. To import equipment to be installed in Compressed Nature Gas "CNG" filling stations.
 3. To import and export, purchase, manufacture, assemble, kits, accessories, equipment and parts relating to Compressed Natural Gas "CNG" filling stations.
 4. To acquire, purchase or lease the land for the purposes of setting up such stations in the country and to do all other necessary or incidental things.
 5. To enter into franchise agreement to set up Compressed Natural Gas "CNG" filling stations with other person or persons.
 6. To refine, process, formulate, produce, buy, sell, export, import, indenting or otherwise deal in all types of chemicals, petro-chemicals and petroleum industry or any nature used or capable of being used in the petro-chemical industry, industrial chemicals or any mixtures, derivatives and compounds thereof.
 7. To carry on the business of general order supplies including Government, Semi-Government Agencies, Armed Forces, Army, Military or Defence and commission agents, indenters, traders and as general merchants, wholesalers, retailers, dealers,



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Attested

Muhammad Faisal
Company Secretary


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distributors, stockiest agents, sub-agents in any goods or products or with in the scope of the object of the Company and subject to any permission required under the law.

8. To carry on all or any of the lawful business as manufacturers, buyers, sellers, indentors, importers, exporters, distributors, agents, brokers, factors, stockiest, commission agents and dealers of :
 - a All kinds of fabrics, textiles including decorative hand and machine made, ready-made garments, leather garments, towels, carpets, durries, mats, rugs, namdas, blankets, shawls, tweeds, linens, flannels, bed sheets, spreads, quilts, scarfs, belts, embroidery, tapestry and all other articles of silk, cotton, woolen and worsted materials and all sorts of apparels, dressing materials, mixed , blended products, nylon, polyester, fiber, yarn, hosiery and mixed fabrics, natural silk fabrics and garments.
 - b Engineering goods, machine tools, hand tools, small tools, metals alloys, iron pipe fittings, steel and stainless steel and iron products, cutleries, ores, and scraps, metallurgical residues, hides, skins, leather goods, furs, bristles, tobacco (raw and manufactured) hemp, seeds oils and cakes, vanaspati, textile fiber and waste coir and jute and products thereof, wood and timber, bones, crushed and uncrushed, industrial diamonds, coal and charcoal, glue, gums and resins, ivory, lac, shellac, manures, pulp or wood, rags, rubber, tanning substances, wax, quartz, crystal, chemicals and chemical preparations plastic and linoleum articles, glass and glassware, handicrafts, handlooms, toys, liquid gold, precious stones, ornaments, jewelleries, pearls, drugs and medicines, soaps, paints, instruments, apparatus and appliances, machinery and mill work and parts thereof, paper board and allied products and stationery, sports goods, druggists in dressing materials, cosmetics, wigs, belting, cinematograph films exposed, gramophone records, rubber plastic goods, starch, umbrellas, crown corks, batteries, surgical and musical instruments, marble and hardware items, traditional calendars, all kind of books and manuscripts, electric and electronic products of all kinds, sanitary ware and fittings, woolen textiles, natural fiber products, cellulose and cellulosic products mixed blended products, fish and fish products, fodder bran, rice, fruits, nuts, cashew nuts, kernels, grains, pulses, flour, confectionery products, provisions, perfumed, spirits, spices and tea, coffee, sugar and molasses, vegetable products processed foods and packed food products.
9. To carry on in or outside Pakistan the business of manufacturers, importers, exporters, indentors, transporters, dealers in all articles and commodities akin to or connected with any of the business of the Company capable of being conveniently carried on or necessary for the promotion of the objects herein contained, as permissible, under law.
10. To carry on agency business (except managing agency) and to acquire and hold selling agencies and to act as selling agents, commission agents, manufacturers representatives and distributing agents of and for the distribution of all kinds of merchandise, goods, commodities, products, materials, substances, articles and things whether finished, semi-finished, raw, under process, refined, treated or otherwise pertaining to trade and commerce and for the purpose to remunerate them and to open and maintain depots and branches.

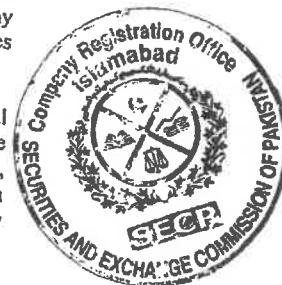


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Attested

 Muhammad Faisal
 Company Secretary



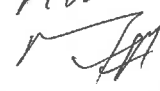
11. To purchase, take on lease or in exchange, hire, apply for or otherwise acquire and hold for any interest, any rights, privileges, lands, building, easements, trade marks, patents, patent right, copyrights, licences, secret processes, machinery, plants, stock-in-trade, and any movable and immovable property of any kind necessary or convenient for the purposes of or in connection with the company's business or any branch or department thereof and to use, exercise, develop, grant licences in respect of or otherwise turn to account any property, rights, and information so acquired, subject to any permission required under the law.
12. To acquire by concession, grant, purchase, barter, licence either absolutely or conditionally and either solely or jointly with others any lands, buildings, machinery, plants, equipments, privileges, rights, licences, trade marks, patents, and other movable and immovable property of any description which the Company may deem necessary or which may seem to the Company capable of being turned to account, subject to any permission as required under the law.
13. To act as representatives, for any person, firm or company and to undertake and perform sub-contracts, and also act in the business of the Company through or by means of agents, sub-contractors and to do all or any of the things mentioned herein any part of the world and either alone or in collaboration with others and by or through agents, sub-contractors, or otherwise.
14. To go in for, buy or otherwise acquire and use any patent design, copyright, licence, concession, convenience, innovation, invention, trade marks, secret device, or process, rights, or privileges, plants, tools or machinery and the like in Pakistan or elsewhere, which may for the time being appear to be useful or valuable for adding to the efficiency or productivity of the company's work or business, as permissible under the law.
15. To acquire and carry on all or any part of the business property and to undertake any liabilities of any person, firm, association or Company's possession of property suitable for any of the purpose of the Company or carrying on any business which this Company is authorised to carry on and in consideration for the same, to pay cash or to issue shares of the Company.
16. To enter into arrangements with the government or authority (supreme, municipal, local or otherwise) or any corporation, company, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, rights, privileges and commission which the Company's may think desirable and to carry on exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
17. To enter into partnership, to amalgamate, or merge movable with immovable and /or to buy on all interests, assets, liabilities, stocks, or to make any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concession or otherwise with any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on or which is capable of being conducted so as directly or indirectly to benefit this company and to have foreign collaboration and to pay royalties/technical fees to collaborators subject to the provisions of the Companies Ordinance, 1984.

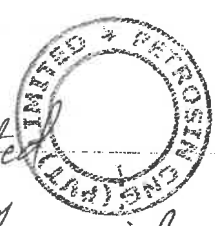


Affected
Muhammad Farid
Company Secretary

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18. To enter into partnership, or any arrangement for sharing profits, Union of interest, Co-operation, JV, reciprocal concession, or otherwise deal with any person or Company whether local, national, multi-national or foreign association, carry on or engaged in any business or transaction which this Company is authorised to carry on or engaged in any business or transaction capable of being conducted, so as to directly or indirectly benefits this company and take, or otherwise acquire shares and security of such Company and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
 19. To establish, promote or assist in establishing or promoting and subscribe to or become a member of any other company, association or club whose objects are similar or in part similar to the objects of this company or the establishment or promotion of which may be beneficial to the company, as permissible under the law.
 20. To open accounts with any Bank or Banks and to draw, make, accept, endorse, execute, issue, negotiate and discount cheques, promissory notes, bills of exchange, bills of lading, warrants, deposit notes, debentures, letter of credit and other negotiable instruments and securities.
 21. To arrange local and foreign currency loans from scheduled banks, industrial banks and financial institutions for the purpose of purchase, manufacture, market, supply, export and import of machinery, construction of factory, building and for the purpose of working capital or for any other purpose.
 22. To sell or otherwise dispose of the whole or any part of the undertaking of the company, either together or in portions for such consideration as the company may think fit and in particular, for shares, debenture-stock or securities or any Company purchasing the same.
 23. To borrow or raise money by means of loans or other legal arrangements from banks, or other financial institutions, or Directors in such manner as the Company may think fit and in particular by issue of debentures, debenture-stock, perpetual or otherwise convertible into shares and to mortgage, or charge the whole or any part of the property, assets or revenue of the Company, present or future, by special assignment or to transfer or convey the same absolutely or in trust as may seem expedient and to purchase, redeem or pay off any such securities.
 24. To pay all costs, charges, and expenses preliminary or incidental incurred in formation or about the promotion and establishment of the Company and to remunerate any person, firm or company for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
 25. To give any servant or employee of the company commission in the profits of the company's business or any branch thereof and for the purpose to enter into any agreement or scheme of arrangement as the Company may deem fit and to procure any servants or employees of the company to be insured against risk of accident in the course of their employment by the company.
 26. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit persons who are or have been directors of or who have been employed by or who are serving or have served the Company or any other Company which is a subsidiary or associate of the company or the




Attested

 Muhammad Faisal
 Company Secretary



dependents or connection of such persons and to grant pensions, gratuities, allowances, relieves and payments in any other manner calculated to benefit the persons described herein.

27. To distribute any of the Company's property and assets among the members in specie or in any manner whatsoever in case of winding up of the company.
 28. To guarantee the performance of contract and obligations of the company in relation to the payment of any loan, debenture-stock, bonds, obligations or securities issued by or in favor of the company and to guarantee the payment or return on such investments.
 29. To carry out joint-venture agreements with other companies or countries within the scope of the objects of the Company.
 30. To cause the Company to be registered or recognized in any foreign country.
 31. To do and perform all other acts and things as are incidental or conducive to the attainment of the above objects or any of them.
 32. To apply for and obtain necessary consents, permissions and licences from any Government, State, Local and other Authorities for enabling the Company to carry on any of its objects into effect as and when required by law.
 33. It is declared that notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association nothing contained therein shall be construed as empowering the company to undertake or to indulge in business of banking company, banking, leasing investment, managing agency or insurance business directly or indirectly as restricted under the law or any unlawful operation.
- V. The liability of the members is limited.
- VI. The Authorised Capital of the Company is Rs. 50,000,000/- (Rupees Fifty Million only) divided into 5,000,000 ordinary shares of Rs. 10/- (Rupees Ten only) each with powers to increase and reduce the Capital of the company and to divide the shares in the Capital for the time being into several classes in accordance with the provisions of the Companies Ordinance, 1984..



Attested

 Muhammad Faisal
 Company Secretary



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

Name and Surname (Present & Former) in Full (in Block Letters)	Father's/ Husband's Name in Full	Nationality with any former Nationality	Occupation	Residential Address (in Full)	Number of shares taken by each sub- scriber	Signature
HAIL LATIF	Dr. Abdul Latif	Pakistan	Business	122 Garden Town Lahore	1	
SAMIA B. MALIK	Bashir Ahmed Malik	Pakistan	Service	#61, Street 44 Korangi Town Islamabad	1	
HAEL Foo	LATE Foo CHI SHON	SINGAPOREAN	FINANCE MANAGER	36D, DUNGORN ROAD, #01-23 CHANNERY COURT SINGAPORE 309929	1	
HUMAYUN FAREES	LATE Q.M. FAREES	Pakistan	Business	38 Block NO 6 DECHIS Karachi	1	
SAL Z. AHMED	ZAFAR UD DIN Z AHMED	Pakistan	Business	11 NO 35 Main Gulberg Lahore	1	
Taloor Ahmed Khan	Sher Zaman Khan	Pakistan	Service	100-D, St. 11, Hali Road, Westridge, Rawalpindi	1	
					6	



CERTIFIED TO BE TRUE COPY

Dated this 1st day of Sep 2001

Witness to the above Signatures:
Full Name: HABIB SHAH

Father's/Husband's
Full Name: Ghaib H. Shah

Signature: H. Shah

Nationality: Pakistani

Occupation: Services

Full Address: Saidpur
Islamabad

Additional Joint Registrar
Company Registration Office Islamabad

Attested

Muhammad Faisal
Company Secretary

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THE COMPANIES ORDINANCE, 1984

---: O :---

(PRIVATE COMPANY LIMITED BY SHARES)

---: O :---

ARTICLES OF ASSOCIATION

Of

PETROSIN CNG (PRIVATE) LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the Regulation contained in Table "A" of the First Schedule to the Companies Ordinance, 1984, (hereinafter referred to as Table "A") shall apply to the Company so far as those are applicable to Private Companies, with the exception of the Regulations which are modified, altered or added hereunder.

PRIVATE LIMITED COMPANY

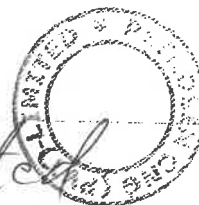
2. The Company is a Private Company within the meaning of Clause (28) of Section 2(1) of the Companies Ordinance, 1984 and accordingly :-
 - (a) No invitation shall be issued to the public to subscribe for any shares, debentures or debenture- stocks of the Company.
 - (b) The number of members of the Company (exclusive of persons in the employment of the Company) shall be limited to fifty provided that for the purpose of this provision when two or more persons hold one or more shares in the Company jointly they shall for the purpose of this clause be treated as a single member; and
 - (c) The right to transfer shares in the Company is restricted in the manner and to the extent hereinafter appearing.



BUSINESS

3. The Company is entitled to commence business from the date of its incorporation.
4. The business of the Company shall include all or any of the objects enumerated in the Memorandum of Association.
5. The business of the Company shall be carried out at such place or places in the whole of Pakistan or elsewhere as the Directors may deem proper or advisable from time to time.

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Attested
Muhammad Faisal
Company Secretary

CAPITAL

6. The shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such persons, firms, corporation or corporations on such terms and conditions and at any such time as may be thought fit.
7. The shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such persons, firms, corporation or corporations on such terms and conditions and at any such time as may be thought fit.
8. The shares in the capital of the Company may be allotted or issued in payment of any property, land, machinery or goods supplied or any services rendered to the Company or promotion or formation of the Company or conduct of its business and any shares so allotted may be issued as fully paid shares.


SHARES, TRANSFER AND TRANSMISSION

9. Every person whose name is entered as a member in the Register of Members shall without payment, be entitled to a certificate under the Common Seal of the Company specifying the shares held by several persons. The Company shall not be bound to issue more than one certificate and delivery of a share certificate to any one of several joint holders shall be sufficient delivery to all.
10. The Directors may decline to register any transfer of share to transferee of whom they do not approve and shall not be bound to show any reasons for exercising their discretion subject to the provisions of Section 77 and 78 of the Companies Ordinance, 1984.
11. No share can be mortgaged, pledged, sold, hypothecated, transferred or disposed off by any member to a non-member without the previous sanction of the Board of Directors.
12. The legal heirs, executors or administrators of a deceased holder shall be the only persons to be recognised by the Directors as having title to the shares. In case of shares registered in the name of two or more holders the survivors and the executors of the deceased shall be the only persons to be recognised by the Company as having any title to the shares.

GENERAL MEETING

13. The First Annual General Meeting shall be held within 18 months from the date of incorporation of the Company in accordance with the provisions of Section 158 and thereafter once at least in every year and within a period of six months following the close of its financial year and not more than fifteen months after the holding of its last preceding Annual General Meeting as may be determined by Directors. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the shareholders in terms of Section 159 of the Companies Ordinance, 1984.



Attested

 Muhammad Faisal
 Company Secretary

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PROCEEDINGS AT GENERAL MEETING

14. Twenty one day's notice at least specifying the place, day and hour of the General Meeting and in case of special business the general nature of such business, shall be given to the members in the manner provided in Table "A" but accidental omission to give such notice to or non- receipt of such notice by the member shall not invalidate the proceedings of the General Meeting.
15. The Chairman, with the consent of a meeting at which quorum is present and shall if so directed by the meeting may adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

QUORUM

16. No business shall be transacted at any General Meeting unless a Quorum of members is present at the time when the meeting proceeds to business. Two members, present in person, representing not less than 25% of the total voting power either on their own account or as proxies, shall form a Quorum for a General Meeting.

VOTES OF MEMBERS

17. At any General Meeting a resolution put to the vote of the General Meeting shall be decided on a show of hands, unless a poll is demanded in accordance with the provisions of Section 167 of the Companies Ordinance, 1984.
18. On a show of hands every member present shall have one vote and on a poll, every member present in person or by proxy shall have one vote in respect of each share held by him.
19. The instrument appointing a proxy and the power of attorney or other authority under which it is signed or notarially certified copy of that power of attorney 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 will not be treated as valid.


CHAIRMAN

20. The Directors may from time to time appoint one of their members to be the chairman of the company for a period not exceeding three years on such terms and conditions as they deem fit. The chairman shall preside over the meetings of the Board of Directors and members of the company. In the absence of, the directors may elect one of them to preside over Board's/General meetings. The question arising at the meeting of the Directors shall be decided by a majority of votes. In the case of equality of votes, the chairman or the Director presiding over the meeting, as the case may be, shall have a casting vote.



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Attested

 Muhammad Faisal
 Company Secretary

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CHIEF EXECUTIVE

21. The first Chief Executive of the Company will be appointed by the Board of Directors within fifteen days from the date of incorporation of the Company who shall hold office till the first Annual General Meeting.

DIRECTORS

22. The number of directors shall not be less than two. The following shall be the first Directors of the Company.
- SOHAIL LATIF
 - TASSADAQ BASHIR MALIK
 - MICHAEL FOO
 - QAZI HUMAYUN FAREED
 - IQBAL Z. AHMED
 - ZAHOOR AHMED MALLAL
23. The election of the Directors shall be held in accordance with the provisions of Section 178 of the Companies Ordinance, 1984.
24. The first Directors including the Chief Executive, shall hold office upto the First Annual General Meeting in accordance with the provisions of the Companies Ordinance, 1984, unless any one of them resigns earlier or becomes disqualified for being Director or otherwise ceases to hold office.
25. A resolution for removing a Director shall not be deemed to have been passed unless it has been passed in the manner as provided under Section 181 of the Companies Ordinance, 1984.
26. The remuneration of Directors except regularly paid Chief Executive and full time working Directors shall, from time to time, be determined by the Board of Directors but it shall not exceed RS. 500/- per meeting at which the Directors are present.
27. The Directors may sanction the payment of such additional sums as they may think fit to any Director for any special service he may render to the Company or be thought capable of rendering either by fixed sum or in any other forms as may be determined by the Directors subject to the provisions of the Companies Ordinance, 1984.
28. The Director who resides out of station shall also be entitled to be paid such traveling and other expenses for attending the meeting for the Company as may be fixed by the Directors from time to time according to the provisions of the Companies Ordinance, 1984.
29. Any casual vacancy occurring on the Board of Directors shall be filled in by a resolution of the Board of Directors and the person so appointed shall hold office for the remainder of the term of the Directors in whose place he is appointed.



Attested

 Muhammad Faisal
 Company Secretary

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30. No Director shall be disqualified from his office by contracting with the Company either as vendor, purchaser or otherwise nor shall any Director be liable to account for any profit realised from any such contract or arrangement or the fiduciary relation thereby established, but the nature of his interest must be disclosed by him at the first meeting of the Directors after acquisition of his interest.

NOMINEE DIRECTOR

31. In addition to the elected Directors, the Financial Institutions shall be entitled, during the currency of their respective loan(s) to the Company to appoint one person on the Board of Directors of the Company to be called Nominee Director and to recall and/or replace such a person from time to time. Such Nominee Director on the Board of Directors of the Company may not be holders of share(s) in the Capital of the Company and regulations and/or rules pertaining to the election, retirement, qualification and/or disqualification of Directors shall not apply to him.


NOTICES

32. Notices for every meeting of the Board of Directors will be given in writing and there must be given a reasonable time in advance. The nature of the business to be transacted at an intended Board meeting will be specified in the notice.

MANAGEMENT

33. The whole business and affairs of the Company shall, subject to the control and supervision of the Board of Directors, be managed and controlled by the Chief Executive.
34. Subject to the limit fixed by the Directors, the Chief Executive may from time to time raise or borrow any sums of money for and on behalf of the company from other companies, banks or financial institutions on such terms as may be approved by the Board of Directors from time to time.
35. Without prejudice to the powers conferred by these Articles, the Board of Directors shall have the following powers :-
- (a) To take on lease, purchase, erect or otherwise acquire for the Company any assets, stocks, lands, buildings, property, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit.
 - (b) To let, mortgage, sell, exchange or otherwise dispose of absolutely or conditionally all or any part of the assets, stocks, raw materials, properties, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they think fit.
 - (c) To appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as they may, from time to time, think fit.



Attested

 Muhammad Faisal
 Company Secretary



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- (d) To enter into, carry out, rescind or vary all financial arrangements with any bank, person, company, firm or corporation or in connection with such arrangements to deposit, pledge or hypothecate property of the Company or the documents representing or relating to the same.
- (e) To make and give receipts, releases and discharges all moneys payable to the Company and for the claims and demands of the Company.
- (f) To compound or allow time to the payment or satisfaction of any debt due to or by the Company and any claim and demands by or against the Company and to refer claims or demands by or against the Company to arbitration and observe and perform the awards.
- (g) To institute, prosecute, compromise, withdraw or abandon any legal proceedings by or against the Company or its affairs or otherwise concerning the affairs of the Company.
- (h) To raise and borrow money from time to time for the purpose of the Company, on the mortgage of its property or any part thereof and/or on any bond or debenture payable to bearer or otherwise on interest and repayable in such a manner and generally upon such terms as they think fit.
- (i) To open, operate and maintain bank/banks account(s) individually or jointly as the Board may authorise or to any other person on its behalf.

BORROWING POWERS

- 36. The Directors may from time to time raise, borrow or secure the payment of any sums for the purposes of the Company in such manner and upon such terms and conditions as they think fit and in particular by the issue of debentures, debenture-stocks or other securities charged upon all or any part of the property of the Company present or future.
- 37. Debentures, debenture-stock, bonds or other securities may be issued with any special privileges as to redemption, surrender, allotment of shares, attending and appointment of Directors or other privileges subject to any permission required by law.

THE SEAL

- 38. The Company shall have a Common Seal and the Director shall provide for the safe custody of the same. The Seal shall not be applied on any instrument except by the authority of the Board of Directors and in the presence of at least two Directors who shall sign every instrument to which the Seal shall be affixed in their presence. Such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

ACCOUNTS

- 39. The Directors shall cause to be kept proper books of account as required under Section 230 of the Companies Ordinance, 1984.



Attested
Muhammad Faisal
Company Secretary



LOB

40. 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 subject to the provisions of Section 230 of the Companies Ordinance, 1984.

AUDIT

41. Once at least in every year the accounts of the Company shall be audited and correctness of the Balance Sheet shall be ascertained by one or more Auditors. The Auditors shall be appointed and their duties regulated in accordance with the provisions of Section 252 to 255 of the Companies Ordinance, 1984.

INDEMNITY

42. In connection with carrying on the business of the Company, the Chief Executive, every Director, or other officers of the Company shall be indemnified by the Company for all losses and expenses occasioned by error of judgement or oversight on his part, unless the same happens through his own dishonesty or willful act and defaults.

SECRECY

43. No member shall be entitled to visit and inspect the Books of the Company without the permission of the Chief Executive or one of the Directors or to require discovery of any information regarding any detail of the Company's business or any matter which is or may be in the nature of trade secret, or secret process which may relate to the conduct of the Company's business and which in the opinion of the Directors, will not be in the interest of the members of the Company to communicate to the public.


ARBITRATION

44. Whenever any difference arises between the Company on the one hand and the members, their executors, administrators or assignee on the other hand, touching the true intent or construction or the incident or consequence of these presents or of the statutes or touching any thing then or thereafter done, executed, omitted or suffered in pursuance of these presents or otherwise relating to these presents or to any statutes affecting the Company, every such difference shall be referred for the decision of the arbitrator or umpire under the Arbitration Act, 1940 as amended from time to time.
45. The cost of and expenses incidental to any such reference and award shall be at the discretion of the arbitrator or umpire respectively who may determine the amount thereof and direct the same to be shared between the attorney and client or otherwise and may award by whom and in what manner the same shall be borne and paid.

WINDING UP

46. If the Company is wound up whether voluntarily or otherwise the liquidator may, with the sanction of a special resolution, divide among the contributories in specie any part of the assets and liabilities of the Company, subject to Section 421 and other provisions of the Companies Ordinance, 1984 as may be applicable.



Attested

 Muhammad Faisal
 Company Secretary

104

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 as set opposite to our respective names.

Name and Surname (Present & Former) In Full (In Block Letters)	Father's/ Husband's Name In Full	Nationality with any former Nationality	Occupation	Residential Address (In Full)	Number of shares taken by each sub- scriber	Signature
SOHAIL LATIF	ABDUL LATIF	Pakistan	Business	122, Garden Town Lahore	1	LL
ABDUL B. MALIK	BASHIR AHMED MALIK	Pakistan	Service	# 61 St. 44 Korang Town Islamabad	1	Tamir
MICHAEL POO	LATE FOO CHH SHOO	SINGAPOREAN	FINANCE MANAGER	369, DUNSMUN ROAD, # 01-23, CHANCERY COURT SINGAPORE 309234	1	Infar
21 HUMAYUN AHMED	LATE Q.M. FARID	Pakistan	BUSINESS	38 BLOCK NO 6 DECHH KANAKH	1	Raamir
ABUL ZAHIED	ZAKAR UDDIN ZAHIED	Pakistan	BUSINESS	35 MAIN GULSHAN LAHORE	1	Zahid
Zakir Ahmed Rashed	Shir Zaman Khan	Pakistan	Service	100-D, St. 11, Halli Road, Westridge, Rawalpindi	1	Ans
					6	



Dated this 1st day of Sep. 2001

Witness to the above Signatures :

Full Name : HABIB SHAH

Father's/Husband's Full Name : Ghazib H. Shah

Signature : H. Shah

Nationality : Pakistani

Occupation : Services

Full Address : Saidpur, Islamabad.

CERTIFIED TO BE TRUE COPY

Additional Joint Registrar
Company Registration Office Islamabad

No. ADI

Dated

Muhammad Faisal
Company Secretary

APPLICATION

CERTIFICATE OF COMMENCEMENT OF BUSINESS



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

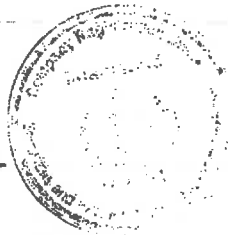
[Under section 40 of the Companies Ordinance, 1984 (XLVII of 1984)]

Company Registration No. I-02864

I hereby certify that pursuant to the provisions of section 38 or section 39 of the Companies Ordinance, 1984 (XLVII of 1984) the name of **Petrosin Saudia Associated (Private) Limited** has, with the approval of the Registrar of Companies, Pakistan, been changed to **Petrosin CNG (Private) Limited** and that the said company has been duly incorporated as a company limited by Shares under the provisions of the said Ordinance.

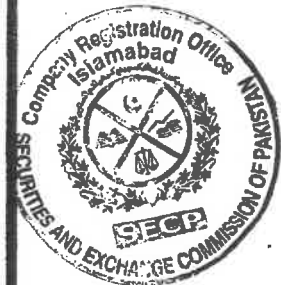
This change is subject to the condition that for period of one year from the date of issue of this certificate, the company shall continue to mention its former name alongwith its new name on the outside of every office or place in which its business is carried on and in every document or notice referred to in clauses (a) and (c) of section 143.

Given under my hand at Islamabad this 31st day of May two thousand and five.



Fee Rs.1,000/-

(MUHAMMAD MUSHARRAF KHAN)
Additional Registrar of Companies
ISLAMABAD



CERTIFIED TO BE TRUE COPY

Deputy
Additional Joint Registrar
Company Registration Office Islamabad



Name changed in CRP/CIB
31.5.17
- 020605

NO. ADI 22592

19.12.2017

Attested
Muhammad Faisal
Company Secretary

25

APPLICATION

LATEST YEARLY SUBMISSION TO THE REGISTRAR OF COMPANIES

26

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

THE COMPANIES ORDINANCE, 1984

[SECTION 205]

FORM 29

1. Incorporation Number **0042850**

2. Name of Company **PETROSIN CNG (PVT.) LIMITED**

3. Fee Paid (Rs.) **750.0** Name and Branch of Bank **ISLAMABAD, MCB - Main Civic Center (0613)**

4. Receipt No. **E-2017-543495** Date (DD/MM/YYYY) **19/01/2017**

5. Mode of Payment (Indicate) **Bank Challan**

6. Particulars:

6.1. New Appointment/Election

Present Name in Full (a)	NIC No. or Passport No. in case of Foreign National (b)	Father / Husband Name (c)	Usual Residential Address (d)	Designation (e)	Nationality** (f)	Business Occupation*** (if any) (g)	Date of Present Appointment or Change (h)	Mode of Appointment / change / any other remarks (i)
FAISAL LATIF AND CO			OFFICE NO-202, 1ST FLOOR, KASHIF BLAIR PLAZA, G-8 MARKAZ, ISLAMABAD	Auditor	Pakistan		31/10/2016	Re-Appointment

6.2. Ceasing of Officer/Retirement/Resignation

Present Name in Full (a)	NIC No. or Passport No. in case of Foreign National (b)	Father / Husband Name (c)	Usual Residential Address (d)	Designation (e)	Nationality** (f)	Business Occupation*** (if any) (g)	Date of Present Appointment or Change (h)	Mode of Appointment / change / any other remarks (i)

6.3. Any other change in particulars relating to officers

Present Name in Full (a)	NIC No. or Passport No. in case of Foreign National (b)	Father / Husband Name (c)	Usual Residential Address (d)	Designation (e)	Nationality** (f)	Business Occupation*** (if any) (g)	Date of Present Appointment or Change (h)	Mode of Appointment / change / any other remarks (i)

Name of Signatory

ASGHAR ALI MALIK

Designation

Chief Executive

Signature of Chief Executive/Secretary

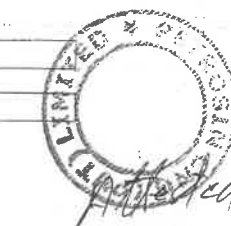
Date (DD/MM/YYYY)

19/01/2017

CERTIFIED TO BE TRUE COPY

No. ADI

Dated

Additional Joint Registrar
Company Registration Office Islamabad

Muhammad Faisal
Company Secretary

27

THIRD SCHEDULE
(See section 156)

FORM A - ANNUAL RETURN OF COMPANY HAVING SHARE CAPITAL

1. Registration No. 0042850

2. Name of the Company PETROSIN CNG (PVT.) LIMITED

3. Form A made upto (Day/Month/Year) 31/10/2016

4. Date of AGM (Day/Month/Year) 31/10/2016

PART - A

5. Registered Office Address H # 82(115), EMBASSY ROAD, G-6/3, ISLAMABAD

6. Email Address khaniew@dst.net.pk

7. Office Tel. No. 512829027

8. Office Fax No. 512825524

9. Nature of Business OIL AND GAS MARKETING

10. Authorized Share Capital

Type of Shares	No. of Shares	Amount	Face Value
Ordinary Shares		50,000,000.00	

11. Paid up Share Capital

Type of Shares	No. of Shares	Amount	Issue Price
Ordinary Shares		48,000,000.00	

12. Amount of indebtedness on the date upto which form A is made in respect of all Mortgages/Charges

0.00

13. Particulars of the holding company

Name Petrosin Corporation Pte Ltd

Registration No. JR-1/3854-60 % Shares Held 95

14. Chief Executive

Name ASGHAR ALI MALIK NIC 6110188292885

Address H # 266-A, ST. NO. 54, F-10/4, ISLAMABAD



Next Page

No. ADI 22592

dated 19-12-2017

Attested

Muhammad Farid
Company Secretary

37405-0509639-7

H-67-A, KHURSHED ALAM ROAD, WESTRIDGE-1, RAWALPINDI

13101-7305363-1

VILLAGWE AND PO BANDA PHUGWARIAN ,TEHSIL AND DISTRICT ABBOTTABAD

MAKSONA LAW CHAMBERS

OFFICE NO 2,1ST FLOOR ,ABBAS CENTRE BLUE AREA ISLAMABAD

FAISAL LATIF AND CO.

OFFICE NO-202, 1ST FLOOR, KASHIF BLAIR PLAZA, G-8 MARKAZ, ISLAMABAD

NIC (Passport No. if Foreigner)

[Previous Page](#)

Next Page

Attested
 R. J. H.
 Muhammad Faid
 Company Secretary

NIC (Passport No. if Foreigner)

[illegible][Previous Page](#)

Next Page

Attested
 [Signature]
 Muhammad Faisal
 Company Secretary

20. List of members & debenture holders on the date upto which this Form A is made

[Previous Page](#)

Next Page

Attested
Muhammad Faisal
Company Secretary

32

Previous Page



Attest
[Signature]
Muhammad Faisal
Company Secretary

APPLICATION

LATEST AUDITED ANNUAL


APPLICATION**CORPORATE AUTHORIZATION ALLOWING
THE SUBMISSION OF THE APPLICATION**

PCNG/2017/012

**BOARD RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
PETROSIN CNG PRIVATE LIMITED AT A BOARD MEETING HELD
ON DECEMBER 18, 2017**

RESOLVED that Mr. Nizar Ahmed, Manager Operations of M/s. Petrosin CNG Private Limited is hereby authorized and on behalf of Company to do all the needful in all matters related to obtaining the license from OGRA for establishing and operating Natural Gas Distribution and Sale Facilities including but not limited to, to submitting, discussing, finalizing and executing any application, agreement, document, commitment as may be required from time to time and to appear before OGRA as required.

Certified that the above resolution was passed by the Board of Directors of the Company and that the said resolution has not been rescinded and is in operation and that this is a true copy of the said resolution.



Muhammad Faisal
Company Secretary

47

APPLICATION

4(3)(h)

DETAILS OF THE TECHNICAL AND FINANCIAL EXPERTISE AND RESOURCES AVAILABLE FOR CARRY THE RELEVANT REQUIRED ACTIVITIES

APPLICATION

Petrosin CNG (Private) Limited possess technical and financial resource to establish and to operate the natural gas storage and distribution facilities.

The day to day operations are being looked after by Mr. Nizar Ahmed Manager Operations. He has vast experience of establishing and operating CNG stations in KSK, and Kohat.

Mr. Aurangzeb Khan Executive Director of Operations is responsible for all technical matters.

He is experienced in Oil and Gas Operations including construction of facilities.

Mr. Kashif Sheikh is Chief Finance Officer and looks after all the financial matters of the Company.

The Company Directors have adequate financial resources to equity participate any natural gas storage and distribution facilities undertaking of the Company.

4(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.**

Please see enclosed HSE & Security Policy

SAFETY POLICY AND HSE PROCEDURES

Petrosin Group is committed to be a leader in the Field of Engineering. It is Company's firm conviction that to achieve objective, an integral part of the Company culture must be an absolute commitments to the safety and health of all employee and other persons who may be affected, and to the optimum protection of the environment in which its operations are conducted. Following will be the guidelines for the Group's Safety policy and are highlighted as under:

- 1.0 Compliance with Health Safety and Environment policies of the Company form an integral part of all Management objectives and is an essential part of the individual objectives of each employee.
- 2.0 The Health, Safety and Environment policy of the Company shall be communicated to all employees to the client of the Company and its suppliers, and to all third parties with whom the Company may be associated.
- 3.0 It is the policy of the Company that working safety and protecting the environment is a condition of employment policies and procedures, and to conduct himself in a manner so as to protect the environment and others who may be affected by his actions.
- 4.0 Client, supplier and third party personnel working on Petrosin Group's project or facilities are required to conduct themselves in a manner, which in compliance with Petrosin Group's Health, Safety and Environment Policy, as well as the policies of their respective companies.
- 5.0 The Company will help the employees to care for their own health. In addition to regular health advice, the medical support will be provided to all the employees. In addition, the Company shall provide its personnel with various kinds of assistance such as information or medical insurance plans. However, the ultimate responsibility for personal health lies with each employee.
- 6.0 The Company will review its policies and procedures on Health, Safety and Environment whenever necessary. Revised policies and procedures will be communicated to all concerned and shall become effective immediately.

1.0 HEALTH, SAFETY & ENVIRONMENT PROGRAM

Petrosin Group's Health Safety and Environment program has been prepared in accordance with the standards described by NSC (National Safety Council). Following are the salient features of Petrosin Group's Health, Safety and Environment Program.

1.1 Effective Safety Health Management:

Studies show that the best run and the most profitable companies are also the safest. Petrosin Group's senior management demonstrates commitment towards injury and illness prevention. This will help in reducing workers' compensation costs and positive attitude will be reflected in line managers and employees. Petrosin Group's HSE departments will set goals, prepare

plans and train managers and supervisors by allocating sufficient resources to carry out the HSE plan.

1.2 Compliance and Reporting

Petrosin Group's HSE departments shall provide regulatory guidelines and effective reporting system, which will create a foundation for a sound approach to occupational Safety and Health standards. Compliance requirements will be monitored on an ongoing basis and implemented quickly to avoid criminal and monetary penalties and to prevent accidents and health hazards. In this respect internal trends will be received, reviewed and compared with industry rates to measure performance. Accident investigation procedure will be adopted to identify root causes that can be corrected to avoid future occurrences.

1.3 Safe Work Place Conditions

Petrosin Group's HSE departments shall take immediate actions to correct the hazardous conditions through regular inspections to monitor compliance. This will boost morals and increase productivity to help out bottom line. Safe work place conditions will be maintained through a continuous process of job analysis to eliminate hazards, & ergonomics to match job demands to workers' capacities.

1.4 Employee Training

Effective employee training starts the implementation process. Petrosin Group's HSE department will give necessary Safety orientation to all new employees and employees starting new assignments will provide a base for future behavioural development. HSE department will keep all employees update by providing them information regarding new regulations and procedures. To make job easier, Petrosin Group's HSE department shall provide ideas and materials for conducting on going Safety meeting in compliance with international Safety procedures and specifications covering a comprehensive list of occupational safety and health subject such as, chemical process safety, workshop safety,

Electrical safety, fire safety, good house keeping, lifting and carrying and environmental issues.

1.5 Safety Visuals to Create Awareness

Petrosin Group's HSE department strongly believes that training and awareness is indispensable to get our Safety goals. In this respect banners, posters, safety signals, signboards and stickers will be used to create awareness among workers at all levels. Safety warning lights will be used to create awareness among workers at all levels. Safety warning lights ~ and Red Signal Lights will be used where any chemical or Non-destructive Testing has been created out.

1.6 Motivation Program

To get the employees excited about Safety, Petrosin Group's HSE departments will announce Safety awards and incentives on regular

basis for best safe group and best safe workers. This program will develop competition among workers to get the jobs done Safely.

1.7 Emergency Response

The primary focus of Petrosin's Group HSE department is prevention. We believe, when the unexpected happens, seconds save lives. That's why HSE departments consider it so crucial to have properly trained people deployed at the jobs. HSE departments will teach supervisors and workers how to act fast and effectively at the time of emergency to reduce casualties, costs and preserve morale.

APPLICATION

**LOW PRESSURE GAS SALE – PURCHASE
AGREEMENT**

BETWEEN

MARI PETROLEUM COMPANY LTD

AND

PETROSIN CNG PRIVATE LIMITED



Mari Petroleum Company Limited

21 Mauve Area, 3rd Road, G-10/4, Islamabad-44000, Pakistan.
UAN: +92-51-111-410-410 Fax: +92-51-2352859 P.O. Box No.1614

www.mpcl.com.pk

NTN: 1414673-8
GST No. 07-01-2710-039-73

Ref: MPCL/BDM/Krk/ 58
Date: May 27, 2016

Petrosin CNG Pvt. Ltd.
82, Embassy Road,
Sector G-6/3, Islamabad
Fax No. 051 2825524

Attn: Mr. Aurangzeb Khan
Executive Director Operations

Subject: Gas Purchase and Sale Agreement. (GPSA) for Supply of gas from Halini X-1:

Sir,

Reference our letter No. MPCL/BDM/KRK/46 dated May 11 2016 on the captioned subject; please find enclosed one (01) original Gas Purchase and Sale Agreement duly signed by Karak Joint Venture (KJV) for your record.

Please note that under Article 8 of the Halini X-1 GPSA, Petrosin CNG Pvt. Ltd. is required to provide a Bank Guarantee amounting to Rs. 31,758,690/- (Pak Rupees Thirty One Million Seven Hundred Fifty Eighty Thousand Six Hundred Ninety Only).

It is therefore requested to submit the requisite Bank Guarantee at your earliest but not later than next week.

Best regards,


Muhammad Aqib Anwar
General Manager (BDMC&L)

Enclosed:- One original Agreement



Daharki Field Office

Daharki, District Gholki,
Pakistan.
UAN: +92-723-111-410-410
Fax: +92-723-600402

Karachi Liaison Office

D-87, Block-4, Kehkashan
Clifton, Karachi-75600,
Pakistan. UAN: +92-21-111-410-410
Fax: +92-21-35870273
P.O. Box No. 3887

Quetta Liaison Office

26, Survey-31,
Defence Officers Housing Scheme,
Airport Road, Quetta.
Tel: +92-81-2821052, 2839790
Fax: +92-81-2834485

GAS SALE & PURCHASE AGREEMENT (GSPA)

For

**LOW PRESSURE GAS FROM
HALINI X-1 WELL**

BETWEEN

MARI PETROLEUM COMPANY LIMITED

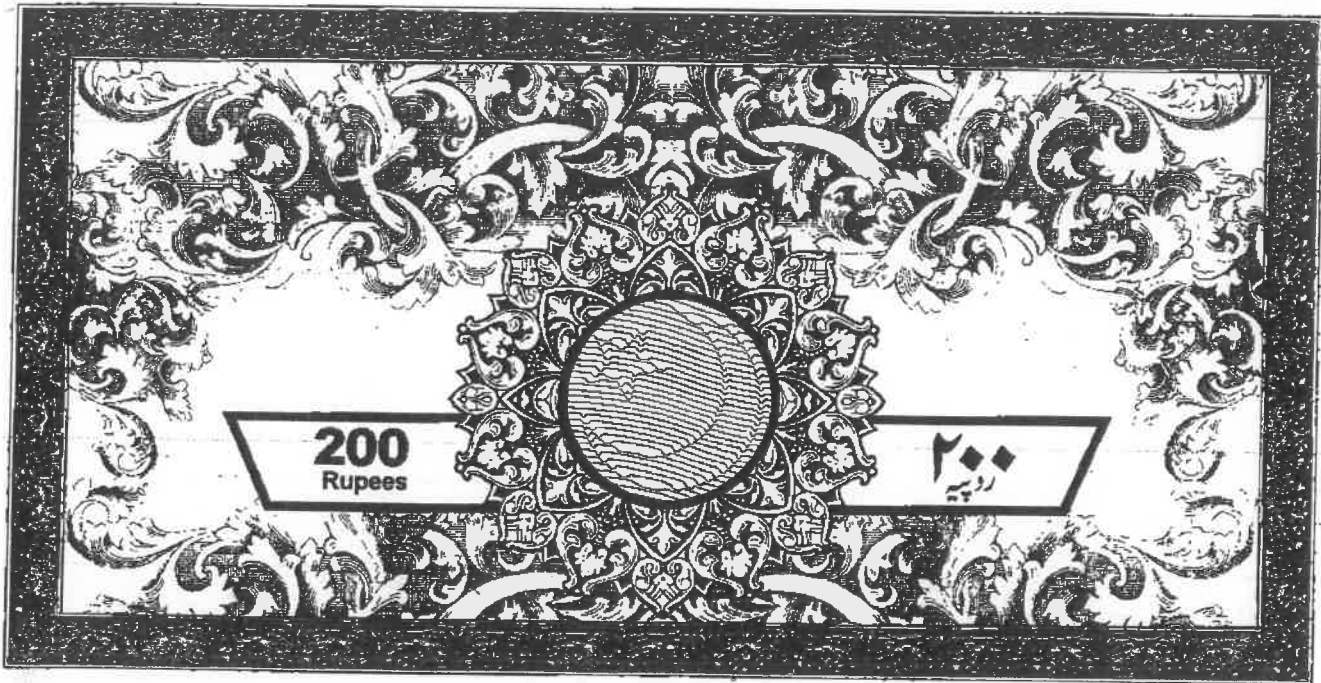
MOL PAKISTAN OIL & GAS CO. B.V.

(THE 'SELLERS')

AND

PETROSIN CNG PVT LIMITED

(THE 'BUYER')



This AGREEMENT is made on this 11 day of May, 2016 (Effective Date) by and between:

Mari Petroleum Company Limited having its registered office at 21, Mauve Area, 3rd Road, G-10/4, Islamabad, Pakistan, hereinafter referred to as "**MPCL**" (which expression shall include, where the context may admit, its successors-in- interest and assigns)

AND

MOL Pakistan Oil and Gas Co.B.V., having its branch office at 5-A, Crown Plaza, F-7 Markaz, Islamabad, Pakistan, hereinafter referred to as "**MOL**" (which expression shall include, where the context may admit, its successors-in- interest and assigns).

MPCL and MOL hereinafter collectively referred to as the "Sellers" and each individually as a "Seller" of its respective share; both acting through MPCL as the "Sellers' Representative" of the first part;

AND

M/s Petrosin CNG Pvt Limited, a wholly owned subsidiary of Petrosin Corporation Pte. Ltd (Clients) having its office at 82 Embassy Road, Sector G-6/3, Islamabad, Pakistan hereinafter referred to as "**Buyer**" (which expression shall include where the context may admit, his successors-in-interest and assigns) of the second part;

WHEREAS the Sellers are producing certain quantities of Crude Oil and Associated Gas from Halini X-1 well during EWT operations and the Sellers have the right to produce and sell the same.

MPC Mel & Petro Gum Helium

well x-1 GPAA Koval.

M. Abu Baker Siddique
Stamp Vendor
Licence No. 112
G-10, Islamabad.

no
9/5/16

LV Agreement

god.

It.

WHEREAS the Government vide its letter No: NG-III-16(1)/97-N-MC dated 21.01.1998 had directed the Sellers to sell and optimally Utilize the said Gas instead of flaring.

AND WHEREAS the Sellers are desirous of selling and the Buyer is desirous of purchasing the said Gas on the terms and conditions hereinafter appearing.

NOW THEREFORE, in consideration of the covenants and agreement herein contained, the Sellers and the Buyer agree as follows:-

ARTICLE - I **DEFINITIONS**

"Associated Gas" means natural Gas associated with Crude Oil and produced by separation at surface from a Liquid Reservoir.

"Billing Month" means a period beginning at nine (9) a.m. on the first day of the calendar Month and ending at nine (9) a.m. on the corresponding day of the next succeeding month.

"Business Day" means a day (other than Saturday and Sunday) on which banks in Islamabad are open for business.

"Calendar Year" means a period of 365 or 366 days beginning on January 01, and ending on December 31, both days inclusive

"Contract Period" means the period commencing from the Effective Date and ending at the completion of the Term, as specified in Article II hereof.

"Crude Oil" means liquid Petroleum, other than condensate and LPG, produced by separation on surface from a liquid reservoir in its natural state before the same has been refined but after extraction of water and foreign substances.

"Day" means a period of twenty four (24) consecutive hours beginning at midnight Pakistan Standard Time and ending at 2400 hours Pakistan Standard Time.

"Delivery Point" means the point of delivery of Gas to Buyer at the flange immediately downstream of the measurement equipment located at Halini well X-1 at the intersection of the geographical co-ordinates 33° 08' 46.07"N and 71° 27' 02.35" E.

"Effective Date" means the date on which this Agreement is signed and executed, subject to submission of Bank Guarantee as per Article 8.1 hereof

"Gas Supply Commencement Date" means the date on which Gas supply commences and this date shall be within six months of the Effective Date and not later than nine months from the Effective Date.

location

"Field" means the premises of well site Halini Well-X1 (Karak Block) located near Shakardara in District Mianwali, Punjab.

"Gas" means the associated gas in its raw form as produced from the production / test separator of Halini Well X-1 and not re-injected into the well nor utilized by the Seller for its own purposes and is sold to the Buyer under the terms of this Agreement as per specification given in Schedule-1.

"Liquid Reservoir" means a petroleum reservoir which under reservoir conditions of original temperature and pressure is predominately in the liquid phase.

"Month" means a period beginning at 00:00 hours PST of the first day of any calendar month and ending at 00:00 hours PST on the first day of the next succeeding calendar month and "Monthly" shall be construed accordingly.

"MMSCFD" means million standard cubic feet per day.

"MSCF" means one thousand (1000) standard cubic feet as required to fill one thousand cubic feet of space when the Gas is at an absolute pressure of fourteen point six five (14.65) pounds per square inch and at temperature of sixty (60) degrees Fahrenheit.

"Petroleum" means all liquids and gaseous hydrocarbons existing in their natural condition in the strata, as well as all substances, including sulphur, produced in association with such hydrocarbons, but do not include basic sediments and water.

"SCF" means standard cubic foot of Gas.

"MMBTU" means Million British Thermal Units of Gas

ARTICLE-II EFFECTIVE DATE AND TERM

- 2.1 Notwithstanding anything to the contrary contained herein, but subject to the other terms and condition herein, the term of this Agreement shall be for a period of Four Years from the Gas Supply Commencement Date ("Term") which may be extended up to 1 year in writing by the parties, subject to Government's approval. The Agreement, however, may be terminated at an earlier date in accordance with Article-XI herein.

ARTICLE-III QUANTITY

- 3.1 Subject to Articles VII, VIII, XI, XIV of this agreement, the Sellers shall supply to the Buyer during the Term of this Agreement up to 1.0 MMSCFD Gas plus any additional volume, which becomes available from Halini Well X-1 prior to Gas Supply Commencement Period. The Buyer shall have the right of First Refusal for any additional Gas volume available from Halini Well X-1 after the Gas

aah.
np JH

6c

Supply Commencement Period, subject to mutual agreement on price revision, if any, required by Seller and agreed by the Buyer, who shall communicate its decision within 30 days of Seller's offer.

- 3.2 Buyer recognizes and agrees that Sellers shall not be liable for any interruption in supply of Gas caused by the operation of Sellers' production and processing facilities on field.
- 3.3 The Buyer recognizes that Gas is being produced from the Liquid Reservoir and there may be variation in the quantity and quality of Gas produced and sold under this Agreement and that Sellers shall not be liable for any damages, loss, injury or claims under this Agreement for such variation in the quantity and/or quality of Gas, delivery pressure, Gas specifications or complete stoppage of Gas supply due to reservoir constraints/depletion or for internal consumption.

ARTICLE-IV DELIVERY

- 4.1 The Sellers shall deliver the Gas to the Buyer at the Delivery Point where from the risk and title to the Gas shall pass on to the Buyer from the Sellers.
- 4.2 The Buyer shall be solely responsible for taking delivery of Gas downstream of the Delivery Point and for its storage/transportation/sales thereafter.
- 4.3 The Buyer shall construct and use the entire Gas gathering system downstream of the Delivery Point at its own cost and risk in accordance with the applicable laws.

Applicable Laws

The Buyer and its employee shall strictly observe and comply all applicable laws, rules and regulations including but not limited to laws relating to safety, health, cleanliness, industrial security, medical requirements accident prevention and safeguarding of the environment, safety standards. Which includes complying with:

1. Petroleum Rules, 1937 (for Storage and Transportation of Petroleum and Inflammable Chemicals).
2. Oil and Gas (Safety in Drilling and Production) Regulations, 1974.
3. Mines Act 1923.
4. Pakistan Environmental Protection Act, 1997,
5. Pakistan Environmental Protection Agency (Review of IEE and EIA) Regulations, 2000.
6. National Environmental Quality Standards.

ARTICLE-V
MEASUREMENT

- 5.1 The quantity of Gas delivered shall be determined through Sellers Gas meters equipped with 24/7 recording charts or online flow computation. Methods and standards used for calculation of Gas quantity shall, as far as reasonably practicable, be such as are approved and accepted by the American Gas Association for such purpose. The measurement or reading of the Gas delivered to the Buyer at Delivery Point shall be carried out by the Sellers and shall be considered accurate, conclusive and final.
- 5.2 The quantity of Gas determined by the Sellers pursuant to Article 5.1 hereof shall be final quantity and shall be invoiced accordingly.
- 5.3 The heating value of Gas shall be determined either through online gas chromatograph or by sample analysis through 3rd party lab on monthly basis. In case of non-availability of most recent information about heating value of gas, the last good known figure shall be used. The quality of Gas determined as stated hereof shall be final and shall be considered accurate and conclusive.
- 5.4 The Buyer shall have the right to be present at the Sellers' premises to witness the meter readings and to inspect the 'Sellers' Gas measurement meters on written request in advance of such inspection at a mutually convenient time and date. However, the Buyer shall not dispute the quantity as well as quality of Gas in any manner and shall accept the same on an as is basis without objection.

ARTICLE-VI
FACILITIES

- 6.1 Within six months of the Effective date and not later than nine months from the Effective Date, the Buyer shall install or cause to be installed, and operate at the Buyer's sole cost, risk and expense facilities which are necessary to enable Gas to be delivered hereunder by the Sellers and to be accepted by the Buyer at the Delivery Point as of the Delivery date and up to the end of the Contract Period ("Buyer's Facilities"). Prior to the construction of Buyer's said facilities, Buyer shall obtain necessary licenses/approvals/permits from the relevant Government authorities.
- 6.2 Within 60 days of the Effective Date, the Buyer shall submit a location plan of Buyer's Gas off-take/loading facility for Sellers approval; which facility shall be located at least five hundred (500) meters away from the Delivery Point. Buyer's Facilities shall also include any required connection from the measurement equipment at the Delivery Point to the Buyer's facilities.

- 6.3 The Buyer shall construct and operate its entire facility downstream of the Delivery Point at its own cost and risk; in accordance with the applicable laws, rules and the safety regulations and in compliance with the Sellers safety procedures and Government's environmental laws.
- 6.4 The maintenance and repair of the Buyer's Facilities or replacement of the same or of any part of such facilities shall be the sole responsibility of the Buyer with no cost to the Sellers.
- 6.5 The Buyer shall be under sole obligation to obtain land and right of way for laying, constructing and installing Buyer's Facilities as per the relevant laws/regulations and shall pay the rent due to the landlord or Government, as the case may be.
- 6.6 The Buyer's Facilities shall have all necessary equipment with the operating flexibilities to adjust Quantity, quality and pressure of Gas in order to allow continuous flow of Gas from the Sellers' Facilities to the Buyer's Facilities.
- 6.7 The Buyer's Facilities shall have provision to flare the Gas during the period of non-utilization or of temporary shutdown of Buyer's Facilities. The price of such flared Gas shall be payable by the Buyer to the Sellers, irrespective of whether such non utilization or temporary shutdown is an event of Force Majeure by the Buyer, so long as the Sellers promptly shut down supply of Gas upon receipt, of a notice of Force Majeure in accordance with the provisions of this Agreement.
- 6.8 During the Term of this Agreement, Buyer shall provide and maintain in full force and effect the following insurance coverage, as per applicable laws, acceptable to the Sellers, at the Buyer's sole cost and expense. The Buyer shall provide the copies of such insurance policies to the Sellers Representative before Gas Supply Commencement Date; provided that if the Buyer fails to do so, the Sellers Representative shall have the right to obtain the same at the cost to the Buyer:
- 6.8.1 Insurance of Buyer's Facilities
- 6.8.2 Workmen's Compensation and Employer's Liability for Buyer's employees, including occupational disease coverage, according to the Laws of Pakistan.
- 6.8.3 Third Party Insurance Policy

ARTICLE-VII
GAS PRICE, PAYMENT & ADVANCES

- 7.1. The applicable price of Gas during the first two years from the Gas Supply Commencement Date shall be Rs.377/- per MMBtu (the "Gas Price") and it shall be payable to the Sellers in accordance with the provisions given herein below and the said price shall be subject to yearly increase of 10% per annum from the start of third year, as per following table:

Period	Annual Increase in Price %	Applicable Price Rs/MMBtu
1 st Year	n/a	377.00
2 nd Year	n/a	377.00
3 rd Year	10%	414.70
4 th Year	10%	456.17

- 7.2 Within first ten (10) days of each Month, the Sellers' Representative shall raise an invoice to the Buyer in Pakistan Rupees (PKR) and United States Dollars (USD) for payment in respect of the previous Month showing the following:
- The quantity of Gas and total energy delivered in MMBtu respectively as measured at custody transfer metering station (meter skid owned and operated by Seller).
 - The total amount due against Gas purchased on the basis of prevailing Gas Price, by the Buyer to each of the Sellers determined in accordance with the provisions of this agreement and the relevant currencies applicable
 - The amount of Government levies i.e. Federal Excise Duty, General Sales Tax and any other tax levied now or in future.
- 7.3 Payment by the Buyer against the invoice shall be made, at each Sellers option either by Pay Order/Bank Draft delivered through courier or by bank/telegraphic transfer to the relevant bank account.
- 7.4 The Buyer shall pay MPCL (the Seller) monthly invoice raised in Pak Rupees (including Federal Excise Duty, General Sales Tax and any other tax levied now or in future) within (7) working days of the receipt of the invoice through Bank Draft or Pay Order.

- 7.5 The Buyer shall pay MOL (the Seller) monthly invoice raised in USD within 15 days of the issuance date of the invoice through wire/telegraphic transfer to the relevant bank account as given in the invoice. Federal Excise Duty, General Sales Tax and any other tax levied now or in future, shall be payable in Pak rupees within (7) working days of the receipt of the invoice in the seller's PKR account.

All bank charges (including correspondent bank charges) in case of remittance(s)/payment(s), both in PKR and in USD, by the Buyer to the Sellers are for the account of remitter (i.e. Buyer) and not the beneficiary (ies) (i.e. Sellers).

- 7.6 If the payment by the Buyer is received later than the last Business Day in the period specified above till the payment, then the amount due shall bear Late Payment Surcharge (LPS) at the rate of 6 months KIBOR plus 2% per annum.
- 7.7 For invoicing in USD, the selling exchange rate as published by the NBP on the day on which the invoice is issued to the Buyer will be used.
- 7.8 In the event the Buyer disputes the invoiced amount or any part thereof by the due date as aforesaid and, upon resolution of the dispute, it is established that the disputed amount was payable by the Buyer, then the Buyer shall be liable to pay and shall pay to the Sellers the invoiced amount due together with LPS on the disputed amount at (18%) per annum, for the period of delay in the payment from the due date, without the Sellers having to raise an invoice for such additional amount, although the Sellers Representative may raise an invoice for the Late Payment Surcharge due. Should the Buyer pay the disputed amount by the due date as aforesaid, and upon resolution of dispute, it is established that the Buyer was not liable to pay the disputed amount or any part thereof, then the Sellers shall give credit to the Buyer in the next invoice to the extent of the amount overpaid for the number of days the overpaid amount was with the Sellers.
- 7.9 In the event the Sellers invoices are not paid by the Buyer in accordance with the provisions contained in this Agreement or in case the Buyer violates or breaches, it shall be construed as breach of this Agreement, the Sellers shall have right to invoke the Bank Guarantee without notice to the Buyer in addition to availing any other remedy available to them under the law or in terms of this Agreement.

ARTICLE-VIII
BANK GUARANTEE

- 8.1 Within two weeks of the Effective Date, the Buyer shall deposit with the Sellers Representative a sum of Rs. 31,758,690 (Pak Rupees Thirty One Million Seven Hundred Fifty Eight Thousand Six hundred Ninety Only) or a sum not less than the sales value of Two month's sales whichever is greater, as intimated by the Sellers, as security for the performance of its obligations under terms of this Agreement and securing payments due & payable as per Article-VII ("Performance Security"). The Performance Security shall be in the form of a Bank Guarantee (BG) acceptable to the Sellers in the form attached as Schedule - 3 and shall remain valid 90 days after the expiry of this Agreement. The Bank Guarantee shall initially be provided for a period of 9 months to cover the Buyer's obligations during the construction phase of the Contract and the Buyer shall at least 45 days prior to its expiry extend the same for a period of four years.
- 8.2 The BG shall be unconditional, and cashable at the option of Sellers.
- 8.3 If the invoiced amount payable by the Buyer to the Sellers as per Article 7.4, 7.5 and 7.6 is not made for any reason within 5 days after the due date, the Sellers shall have right to deduct the invoiced amount together with all taxes & levies from the BG without any intimation to the Buyer.
- 8.4 On encashment of the Bank Guarantee Seller shall notify the Buyer for submission of an additional guarantee or cash deposit, which the Buyer shall provide within 7 days for the amount en-cashed by the Seller, failing which Buyer shall be held in breach of this Agreement.

ARTICLE-IX
SUSPENSION OF GAS SUPPLY

- 9.1 In the event that the payment of the invoiced amount or of any LPS is not made within a period of 07 (seven) days of becoming due, the Sellers shall have the right to suspend, entirely at the Buyer's risk and cost, deliveries of Gas till such time all due payments and arrears together with LPS are paid.
- 9.2 Subject to Article 8 and 9.1, in the event of Buyer's failure, the Sellers shall have the right to sell the Gas to another buyer using the Buyer facilities till the rectification of the said default. In such case the Sellers shall operate the Buyers Facility at its own cost. Buyer shall not have any objection to use his facilities by the Sellers for sale of Gas to any other party.

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ARTICLE-X
DUTIES AND TAXES

- 10.1 Subject to Article IX above, the Buyer shall have the responsibility to pay all other lawfully applicable taxes, charges, fees and excise duty whether present or future, levied by the federal or a provincial government or any local authority, in respect of the Gas which is purchased by the Buyer under the terms of this Agreement.
- 10.2 Payments by the Buyer to Sellers may be subject to such withholding tax as may be applicable under the Income Tax Ordinance of 2001 or any other law, rule or circular. If the Buyer is required to withhold any amount from an invoice, which amount would otherwise be due, the Buyer shall provide, by the due date for payment of such invoice, to the Sellers a copy of a valid notification, rule or circular requiring such withholding.
- 10.3 Excise Duty and other Taxes levied now or in the future on Gas delivered by the Sellers under this Agreement shall be passed on to the Buyer. The Sellers shall recover such excise duty and taxes in the following manner:-
- i). Sellers Representative shall invoice the Buyer for the amount of excise duty and other taxes in accordance with the relevant provisions of this Agreement or in terms of the relevant laws, rules and/or notifications/circulars.
 - ii). The Buyer shall pay such invoices amounts in accordance with the relevant provisions of this Agreement.

ARTICLE-XI
TERMINATION OF THE AGREEMENT

11.1 The Termination Date shall be the first to occur of the following:

- i. The date specified in writing by the Parties terminating this Agreement i.e. day/month/year; or
- ii. The date of expiration or termination of the Sellers right to produce and sell Gas under the EWT, which expiration or termination is through no default of or surrender by Sellers; or
- iii. The date of expiration or termination of the Buyer's right to take, buy and use Gas under Buyer's approval from the authority, which expiration or termination is through no default of or surrender by Buyer.

11.2 Notwithstanding any other Articles of this Agreement, the Sellers have the right to terminate this Agreement, by service on the Buyer of a fifteen (15) days prior written notice, due to any or all of the following reasons:

- i. A prolonged Force Majeure event as per Article XIV
- ii. Buyer fails for any reason to fulfill its obligation to construct Buyer's Facilities to the extent and by the date/time specified in Article VI
- iii. Buyer fails or refuses to perform any of its obligations under this Agreement, which failure or refusal constitutes a material breach of this Agreement
- iv. Buyer makes a transfer, or if applicable has a change of Control, without satisfying the Sellers or the requirements of Article XII
- v. Buyer fails for any reason to take/lift the gas for a consecutive period of 15 days
- vi. In the event the Buyer is in default of any provision of this Agreement, and fails to rectify the same up-to the satisfaction of the Sellers within a period of fifteen (15) days following the initial default.
- vii. Withdrawal of government approval/authorization to sell the gas to the Buyer
- viii. Withdrawal of Government approval/authorization to purchase the Gas by the Buyer.
- ix. Depletion or failure for any reason of the reservoir or need of gas re-injection or internal consumption by the Sellers.
- x. Termination/expiry of the EWT.

ARTICLE-XII ASSIGNMENT

12.1 The Buyer shall not assign or otherwise transfer any part of its interest in this Agreement to any other/third party, without the prior written consent of the Sellers.

ARTICLE-XIII ARBITRATION


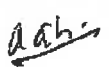


13.1 In the event of any question, difference or dispute whatsoever arising between the parties under or in connection with this Agreement or any Article or provision herein contained, or the construction thereof, or as to any matter in any way connected therewith or arising there from, which cannot be amicably settled, the same shall be referred to Arbitration under Arbitration Act 1940. The decision of the Arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be Islamabad, Pakistan..

ARTICLE- XIV
FORCE MAJEURE

- 14.1 Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Act of Terrorism, Riots, Strike and Civil Commotion, Government restrictions (including the denial or cancellation of any export or other necessary license), war, Act of war, insurrections, reservoir failure, and/or any other cause beyond the reasonable control of the Party whose performance is affected.
- 14.2 The Party affected shall use all reasonable diligence to overcome the effects of the Force Majeure as quickly as possible, provided that the settlement of strikes, labor disputes, matters relating to kidnapping, extortion or the like shall be at the sole discretion of the Party affected thereby and provided further that the Party affected shall not be obliged to incur expenditure to overcome the events or circumstances which caused the Force Majeure which would make it uneconomical and commercially unviable to continue to be Party to this Agreement.
- 14.3 If a Party is prevented from performing an obligation under this Agreement as a result of Force Majeure and such obligation is to be performed within a given time frame, such time frame shall be extended by the duration of the Force Majeure period.
- 14.4 In the event that a Party affected by Force Majeure could only overcome the force Majeure by incurring expenditure which would make it uneconomical for that Party to continue to be a Party to this Agreement or circumstances or events caused by the Force Majeure are incapable of remedy, and in either case the delivery or acceptance of Gas at the Delivery point is prevented, it shall have the right to terminate this Agreement upon giving thirty (30) days notice to the other Party.

ARTICLE - XV
WARRANTIES, INDEMNITIES AND COVENANT

- 15.1 The Buyer shall be liable for and hereby agrees to indemnify and hold the Sellers harmless for any claims, third part claims, causes of actions, damages, costs, liabilities, which arise out of the performance of any of the warranties and representations under this Agreement:
- i. The Buyer warrants and represents that it is duly organized and validly existing under the laws of the Country.
 - ii. To the extent required, the Buyer is qualified to conduct business in the jurisdiction as necessary to perform under the terms of this Agreement.

It has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder, and this Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding obligation, enforceable against the Buyer in accordance with its terms.

- iii. The Buyer warrants that the Gas sold by the Seller hereunder shall be sold / disposed of in accordance with applicable Government policies/rules.
- iv. This Agreement, the execution, delivery, and performance of this Agreement by the Buyer, the consummation of the transactions contemplated hereby, and the compliance with the provisions hereof will not:
 - a) Violate any applicable Laws/Regulations, judgement, decree or award;
 - b) Contravene the organizational documents of the Buyer; or
 - c) Result in a violation of a term of provision, or constitute a default or accelerate the performance of an obligation under any contract or Agreement executed by the Buyer.
- v. The Buyer agrees to indemnify and hold the Sellers for all losses, costs, damages and expenses whatsoever relating to processing, transportation and sale of Gas delivered to Buyer beyond the Delivery Point which the Sellers may suffer, sustain or incur and in addition thereto, indemnify and save Sellers harmless from and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Sellers or which it may sustain, pay or incur, in either case by reason of any matter or thing arising out of, resulting from, attributable to or connected with the aforesaid Gas and Buyer's facilities.

ARTICLE – XVI

NOTICES

- 16.1 Any notice, request, demand or statement provided for in this Agreement shall be made in writing and shall be directed by mail courier service or fax to the head office of the other Party at the following addresses:

- a. **SELLERS' REPRESENTATIVE**
 MARI PETROLEUM COMPANY LIMITED
 HEAD OFFICE, 21-MAUVE AREA, 3RD ROAD SECTOR G-10/4,
 ISLAMABAD
 PHONE: +92 51 2352878 FAX: +92 51 2352859

b. **BUYER**
CHIEF EXECUTIVE OFFICER
PETROSIN CNG PRIVATE LIMITED
82 EMBASSY ROAD, SECTOR G-6/3, ISLAMABAD
PHONE: +92 51 2829027-9
EMAIL: petrosin@isb.petrosin.com

Notices shall be deemed effective upon receipt by the Party to be noticed.

ARTICLE-XVII
MODIFICATION

- 17.1 The terms of this agreement may only be modified in writing, as mutually agreed upon by the parties hereto. Any additions or modifications of this Agreement are valid and binding between the parties only if they result explicitly from written documents, dated and signed by both parties.

ARTICLE-XVIII
CONFIDENTIALITY

- 18.1 The buyer undertakes that it will not, except to the extent as required by law, disclose to any person any information which is confidential business information in any way which may be detrimental to the business of the company.

ARTICLE-XIX
GOVERNING LAW

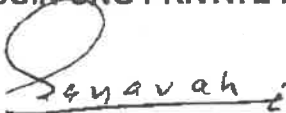
- 19.1 The Agreement shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN


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SIGNED FOR AND ON BEHALF OF THE BUYER

PETROSIN CNG PRIVATE LIMITED


Col. Asghar Ali Malik (Retd.)
Chief Executive Officer

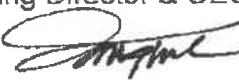
Witness  (CNIC) 16101-1285765-9
Asif Ali (Manager Contracts)

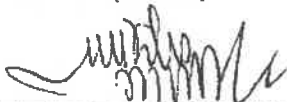
Witness  (CNIC) 13101-7305363-1
Muhammad Faizal (Company Secretary)

SIGNED FOR AND ON BEHALF OF SELLERS

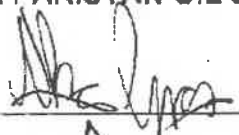
MARLPETROLEUM COMPANY LIMITED


Lt. Gen Nadeem Ahmed (Retd)
Managing Director & CEO

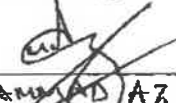
Witness  (CNIC) _____
Javed Iqbal Jadoon (GM Operations)

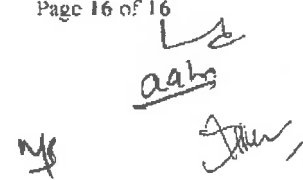
Witness  (CNIC) _____
Muhammad Aqib Anwer (GM BDMC&L)

MOL PAKISTAN OIL & GAS CO. B.V.



Witness  (CNIC) _____

Witness  (CNIC) _____
MUHAMMAD AZZEEM.



SCHEDULE 1

S/No.	Components	Range	
		Min	Max
1	N ₂	1.4	1.6
2	H ₂ S	0	0
3	CO ₂	2.5	2.6
4	nC ₁	85	86
5	nC ₂	6.2	6.4
6	nC ₃	2.6	2.8
7	iC ₄	0.3	0.5
8	nC ₄	0.5	0.7
9	iC ₅	0.1	0.2
10	nC ₅	0.05	0.15
11	C ₆	0.05	0.07
12	C ₇	0.01	0.05
13	C ₈	0.01	0.02
	Mol Wt	19	20
	Gas Gravity	0.65	0.67

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SCHEDULE 2**SELLERS WORKING INTEREST PROPORTION IN THE HALINI X-1 WELL**

NAME OF COMPANY	% WORKING INTEREST
MPCL	60
MOL	40

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APRIL

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LIST OF CUSTOMERS

We are pleased to advise the following categories of customers:

1. Glass factories
2. LPG companies
3. Bricks making units
4. Textile units
5. Industrial / business undertakings requiring compressed natural gas
6. CNG Stations

4(S) (a)

SITE LAYOUT PLAN

SCHEDULE-II

[See Rules 29 & 33]

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

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

- (a). For a transmission licence: Rs. 750,000;
- (b) For a distribution licence: Rs. 500,000;
- (c) For a sale licence: Rs. 500,000;
- (d) For an integrated licence: Rs. 1,000,000; and
- (e) For a project licence: Rs. 1,000,000.

(b). The following annual fees, payable at the time of the grant or renewal of the licence and thereafter yearly, in advance, namely:

S#	Type of Licence	Fee (percentage of annual turnover of the licensee, generated from the licenced regulated activity in the most recent complete financial year)
(i)	Transmission	0.5%
(ii)	Distribution	0.5%
(iii)	Sale	0.25%

(iv) Transmission & distribution	0.5% of both transmission and distribution
(v) Transmission, distribution & sale	0.5% of sale
(vi) Transmission & sale	0.5% of sale
(vii) Distribution & sale	0.5% of sale

2. The Authority may, with the approval of the Federal Government, reduce, for any financial year, the fees specified in Para 1 above keeping in view its budgetary requirements and if it is in the public interest to do so.

No. NGRA-1(1)/2002, dated 25-2-2002]

Sd/-
MUNIR AHMED
Chairman.

PETROSIN

PETROSIN
CNG (PRIVATE)
LIMITED

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PENG/CORP/0021.

June 19, 2014

Oil & Gas Regulatory Authority
54-B, Fazal-e-Haq Road, Blue Area
Islamabad

Attention: Registrar Oil & Gas Regularity Authority.

Dear Sir,

Subject: Grant of Natural Gas Storage Distribution and Sale Licence to M/s. Petrosin CNG (Private) Limited.

With reference to the subject matter, we are please to submit our application in accordance with Natural Gas Licensing rule 2002 and OGRA ordinance. The OGRA fee amounting to Rs.1,000,000/- (Rupees One Million Only) in the form of Bank draft. The bank Name Muslim Commercial Bank Draft No.682443 dated July 18, 2014 is attached herewith.

Sincerely yours,


Aurangzeb Khan
Executive Director Operations



PCNG/CORP/0117
January 05, 2018

Registrar
Oil & Gas Regulatory Authority
54-B, Fazal-e-Haq Road, Blue Area
Islamabad

Dear Sir,

Subject: PETROSIN CNG PVT LTD (HALINI FIELD) APPLICATION FOR GRANT OF LICENCE TO UNDERTAKE REGULATED ACTIVITIES RELATED TO COMPRESSION FACILITY OF LOW PRESSURE FLARE GAS, STORAGE, TRANSPORTATION AND MARKETING OF CNG AND SALE OF NATURAL GAS

We refer to our earlier application dated 20-12-2017.

The attached documents are being submitted as per our meeting at Registrar Office on 04-01-2018.

We shall be grateful for earliest processing of our case.

Sincerely yours,

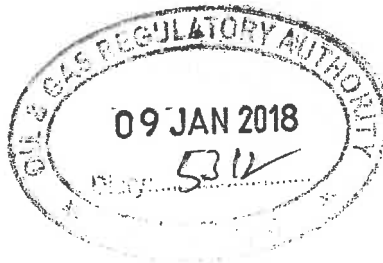
Asghar Malik

Col. Asghar Malik (Retd.)
Chief Executive Officer



Asghar Malik

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PETROSIN
APPLICATION

**FOR UTILIZATION OF FLARE GAS AT
OGDCL'S NASHPA GAS FIELD: REQUEST FOR
LICENCE FROM OGRA UNDER PROVISIONS
OF NATURAL GAS REGULATORY AUTHORITY
(LICENSING) RULES, 2002**

FROM
PETROSIN CNG PRIVATE LIMITED

APPLICATION

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APPLICATION FILED UNDER SUB-RULE (1)

PETROSIN

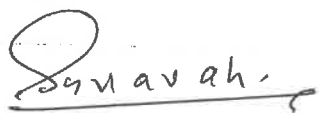
SCHEDULE-I
NATURAL GAS REGULATORY AUTHORITY
APPLICATION FORM

REF NO. PCNG/OGRA/003

DATE: 05-Jan-2018

1. Name of the Company (Applicant): Petrosin CNG Private Limited
2. Company's full address along with telephone, fax, email and web details:

Petrosin House, 3-Palm Drive, Street No. 1,
 Banigala, Islamabad
 Tel: 051-2612672, 051-2612571
 Email: Petrosin@isb.petrosin.com
 Web: www.petrosin.com
3. Name, title and authorized signature of the Company's Chief Executive: Co. Asghar Ali Malik (Retd.)


 Signature
4. Names and addresses of current Directors of the Applicant:
 1. Mr. Sohail Latif
 Address: Petrosin House, 3-Palm Drive, Street No. 1, Banigala, Islamabad
 2. Col. Asghar Ali Malik (Retd.)
 Address: House No. 266-A, Street No. 54, Sector, F-10/4, Islamabad
 3. Foo Chee Mian Micheal
 Address: 36-D, Dungara Road, No. 01-23, Changry Sourt, Singapore.
5. Name and address of any person or corporate body with a holding of more than one percent (1%) or more in the Applicant:

Petrosin Corporation Pte Ltd
 Singapore

Applicant: Petrosin CNG Pvt Ltd
1. Regulated Activity for which a licence is sought:
 - (a) Transmission License _____
 - (b) Distribution License _____
 - (c) **Storage & Transportation of CNG and Sale of Natural Gas** ✓
 - (d) Integrated Licence _____
 - (e) Project License _____

2. Nature of License applied for (if exclusive, please provide detailed justification)

Exclusive: _____
Non-Exclusive: YES

3. Period for which the license sought

From: 01-Jan-2018
To: 31-Dec-2045

4. Details if 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: NIL

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APPLICATION

CERTIFICATE OF COMMENCEMENT OF BUSINESS



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

[Under section 40 of the Companies Ordinance, 1984 (XLVII of 1984)]

Company Registration No. I-02864

I hereby certify that pursuant to the provisions of section 38 or section 39 of the Companies Ordinance, 1984 (XLVII of 1984) the name of **Petrosin Saudia Associated (Private) Limited** has, with the approval of the Registrar of Companies, Pakistan, been changed to **Petrosin CNG (Private) Limited** and that the said company has been duly incorporated as a company limited by Shares under the provisions of the said Ordinance.

This change is subject to the condition that for period of one year from the date of issue of this certificate, the company shall continue to mention its former name alongwith its new name on the outside of every office or place in which its business is carried on and in every document or notice referred to in clauses (a) and (c) of section 143.

Given under my hand at Islamabad this 31st day of May two thousand and five.



Fee Rs.1,000/-

(MUHAMMAD MUSHARRAF KHAN)
Additional Registrar of Companies
ISLAMABAD



CERTIFIED TO BE TRUE COPY

Deputy 18/12/17
Additional Joint Registrar
Company Registration Office Islamabad

*Name changed in CS/CCB
9505
31/5/17
- 220605*

NO. ADI 22592

19.12.2017



CTC
Muhammad Faiz
Company Secretary



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN
ACKNOWLEDGEMENT OF FILING
[See-regulation-13 (1)]

No. ADR-I/ 9506


Dated: 31/5/05

In the matter of Petrosin CNG (Private) Limited.

H.No.82(115), Embassy Road, Sector G-6/3, Islamabad

The Receipt of the undermentioned document(s) filed, registered and recorded pursuant to the provisions of the Companies Ordinance, 1984(XLVII of 1984), is hereby acknowledged.


Form 26 dated 30.04.2005-Special Resolution regarding change of name from Petrosin Saudia Associated (Private) Limited to Petrosin CNG (Private) Limited.


(SHAISTA BANO)
Assistant Registrar of Companies
Islamabad.

Fee Rs.400/-



CTC


Muhammad Faisal
Company Secretary



APPLICATION**LATEST AUDITED ANNUAL**

CORPORATE AUTHORIZATION ALLOWING THE SUBMISSION OF THE APPLICATION

CIRCULAR NO. 007/2018

January 04, 2018

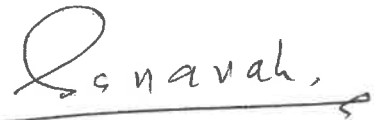
The Board of Directors
Petrosin CNG Private Limited

RESOLUTION BY CIRCULAR

RESOLVED THAT Mr. Nizar Ahmed Manager Operations of the Company having CNIC No. 16202-6026655-1 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.



Sohail Latif
Director



Col. Asghar Ali Malik (Retd.)
Director



Foo Chee Mian Micheal



Nizar Ahmed

Sub-Rule 4(3) (f) of Rule 4 of NGRALR, 2002

Stipulation / Requirement under the referred sub-rule

In the case of an Applicant being a subsidiary company, the documents specified in clause (a) to (d) of this sub-rule, pertaining to its holding company.

Remarks:

Not applicable since, the Applicant (Petrosin CNG Pvt Ltd) is not a subsidiary company has been registered with SECP in its own entity and individuality

APPLICATION

Sub-Rule 4(3) (g) of Rule 4 of NGRALR, 2002

Stipulation / Mandatory Requirement:

Details of the consents required under applicable laws, from persons other than the Authority, for carrying on relevant regulated activities and the status of such consents:

Remarks:

The DCO (District Coordination Officer) concerned and CIE (Chief Inspector of Explosives), Department of Explosives, Ministry of Industries, Government of Pakistan, are the relevant authorities / entities to issue NOCs, consents and approvals to carry out activities and establish installations relevant to the "regulated activities" for which, the instant license is being applied for. The same have been obtained, copies of which are placed as "Appendices 1, 2 & 3 herewith.



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OFFICE OF THE CIVIL DEFENCE KARAK

To,

Mr. Petrosin.
CNG PVT (Ltd).
82, Attaturk Avenue (Embassy Road)
Sector G-6/3,
Islamabad Pakistan.

No. 34 CDKK

Dated: 6 / 12 /2017.

Subject: **NOC FOR ESTABLISHMENT OF NATURAL GAS PROCESS AND STORAGE
FACILITY LOCATED AT KHASRA NO. 70,54,58,68 KHATTA NO 445, MAUZA
JANDRI TEHSIL BANDA DAUD SHAH DISTRICT KARAK**

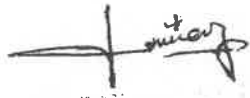
Reference your application No. PCNG/CORP/0103 dated 10/11/2017 on the
subject noted above for the grant of NO OBJECTION CERTIFICATE.

The undersigned visited the site on date: 05/12/2017 as per instruction issued by
Government of KPK. Civil Defence. Department. and all safety equipments and fire extinguisher
were available.

The applicant, Mr. Col. Asghar Malik Retired Chief Executive Officer Petrosin
CNG PVT (Ltd) Islamabad declared to Civil Defence Department following under taking
certificate:-

- 1) *That I shall abide by all rules and regulation / instruction of Civil Defence
Department of the KPK.*

In view of above, this office has NO OBJECTION CERTIFICATE for issuances
of license, please.


INCHARGE CIVIL DEFENCE
DISTRICT KARAK

OFFICE OF THE TEHSIL MUNICIPAL ADMINISTRATION TMA BANDA DAUD SHAH

NO. 1227 /TMO/B.D.SHAH

DATED 6 /12 /2017

To,

The Col. Ashgar Malik (Retd.),
Chief Executive Officer,
Petrosin CNG (PVT) LTD,
82, Attaturk Avenue (Embassy Road),
Sector G-6/3, Islamabad (Pakistan).

Subject:

**NOC FOR ESTABLISHMENT OF NATURAL GAS PROCESS AND STORAGE
FACILITY LOCATED AT KHASRA No. 70,54,58,68 KHATTA NO. 445, MAUZA
JANDRI, TEHSIL KARAK.**

Sir,

*This is with regards to your application No. PCNG/CORP/0102
on dated 10-11-2017. This office has no objection on installation of Natural
Gas Process and Storage Facility at Khasra No. 70,54,58, 68 Khatta No.
445, Mauza Jandri Tehsil Banda Daud Shah.*


TEHSIL MUNICIPAL OFFICER
BANDA DAUD SHAH

DEPUTY COMMISSIONER
KARAK

No. 3383/S/MOL/Misc.
Dated Karaka the 7/9/2015.

To The Executive Director Operations
PETROSIN CNG (Pvt) Limited,
Islamabad.

Subject:- REQUEST FOR LETTER OF NO OBJECTION CERTIFICATE FOR
INSTALLATION OF LOW PRESSURE GAS HANDLING FACILITY TO BE
INSTALLED AT OGDCL NASHPA FIELD IN KARAK DISTRICT.



Memo. Please refer to the letter No. PCNG-011/PROJ/0012 dated August 15, 2015
On the subject noted above.

On the basis of contract signed with Oil and Gas Development Company Limited (OGDCL) this office has got no objection over the issuance of NOC for utilization of low pressure Gas being produced by OGDCL in their Nashpa Field (copy enclosed) and a lease agreement for land in the immediate vicinity of OGDCLs Nashpa Field District Karak under rules 115 (3) of the petroleum rules, 1973 subject to completion of coddle formalities under the rules.


DEPUTY COMMISSIONER
KARAK

Copy forwarded for information to the:- 

1. Regional Coordinator, OGDCL, Kohat.
2. Chief Inspector of Explosive, Khyber Pakhtunkhwa, Peshawar.
3. District Police Officer, Karak.
4. Assistant Commissioner, Bandda Daud Shah for necessary action.


DEPUTY COMMISSIONER
KARAK


Registration No. 77.92778

FORM "C" ORIGINAL

Book No. 92

Serial No. 78

DIRECTORATE OF LABOUR WELFARE



REGISTRATION CERTIFICATE

Name of the Establishment Petrosin Gas Filling Name of the Employer M. Raiz
Postal Address of the Establishment Qasbah Main Highway Ward

It is hereby certified that the establishment as mentioned herein has been Registered as a*
General Labourer under the West Pakistan Shops and Establishment Ordinance, 1969.
On 5.10.17 day 4.10.18

Deputy Chief Inspector of
Shops

Date 5.10.17

RENEWALS

Date of Renewal	From	To	Signature of the Dy. Chief Inspector of Shops, with seal and Date
1. <u>4.10.18</u>			<u>[Signature]</u>
2.			
3.			

*Here insert category of the Establishment.

APPLICATION

Sub-Rule 4(3) (i) of Rule 4 of NGRALR, 2002

Stipulation / Requirement

A list of names and business addresses of applicant's senior management, including without limitation, departmental and / or divisional heads:

S.No	Name	Designation	Business Address
1	Col. Asghar Ali Malik (Retd)	Chief Executive Officer	82 Embassy Road, Sector G-6/3 Islamabad
2	Sohail Latif	Director	-----do-----
3	Aurangzeb Khan	Executive Director Operations	-----do-----
4	Nizar Ahmed	Manager Operations	-----do-----
5	Muhammad Faisal	Company Secretary	-----do-----

The Executive Director Operations and Manager Operations are experienced in gas related projects, including handling of emergency situations, CNG storage vessels and instrumentation, as well as auxiliary activities.

APPLICATION

Sub-Rule 4(3) (k) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

If the applicant or any of its officers or directories, directly, 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 operations of such facilities, a detailed explanation of each such relationship, including the percentage of voting interest owned, held or controlled.

Remarks:

None of the Directors and officers of the Company either possesses 10% or more of voting interest nor are engaged in a regulated activity of Natural gas operations, as mentioned above.

APPLICATION

Sub-Rule 4(3) (i) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

A list of all other applications, petitions or fillings filed by the applicant which are pending before the Authority at the time of the filling 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 filing will have on this application and of any material effect the grant or denial of this application will have on those other applications, petitions or fillings.

Remarks:

Two applications are pending before the Authority (OGRA)

1. Application For Nashpa
2. Application for Halini

Sub-Rule 4(3) (m) of Rule 4 of NGRALR, 2002**Stipulation / Requirement:**

Details of the following Market Data:

Remarks:

i) An Estimate of the Volume of Natural Gas to be transmitted, distributed or sold to;	Petrosin CNG Pvt Ltd has already entered into an Agreement with OGDCL, supply of Low Pressure Gas from their Nashpa Field for compression and eventual sale to the consumers. They will supply 0.3 MMSCFD gas on immediate basis.
ii) Number of Consumption details of the consumers;	Currently 3 CNG Stations and 2 Industries have given their consent to purchase low pressure gas from the Company and more are to follow. The supply / consumption pattern would be compatible with quantum of supply from the injection points / suppliers.
iii) The applicant's total annual peak day Natural Gas requirements	The peak day low pressure gas requirement will be compatible with the supplies as mentioned against number i)
iv) Total past if applicable and expected curtailments of service by the applicants	Since the applicant is yet to start its operations, there is no history of gas curtailments in the past. As regards the curtailments in future, the same shall be based on force majeure short falls from the suppliers / injection points.

APPLICATION

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Sub-Rule 4(5) (b) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

Details of the sources and quality of supply of Natural Gas including forecasts of the available quantity from such sources.

Remarks:

The details of sources with time lines for injection of progressively increasing volumes in indicated below:

Source / Supplier	Volume of Low Pressure Gas (MMSCFD)	Expected Month of Commencement of Supply
Petrosin CNG Pvt Ltd has already executed agreement with Mari Petroleum Company Ltd for supply of Low Pressure Gas from Halini Field	Initially, 1.5 MMSCFD with progressive incremental increase	1.5 MMSCFD on immediate basis and remaining committed supplies at such times as mutually decided / agreed between the parties subsequent to grant of the license by OGRA

Generally quality of Low Pressure Gas anticipated to be procured / injected is attached.

Halini Comingled Gas Sample.

July, 2017

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Compositional Analysis of Gas Sample to C11+

Sampling Data		API
Sampling Location		Surface and Deep
Sampling Conditions		Pressure @ 42°F
		Mo
H ₂	Hydrogen	0.00
H ₂ S	Hydrogen Sulphide	0.00
CO ₂	Carbon Dioxide	1.77
N ₂	Nitrogen	1.86
C ₁	Methane	83.04
C ₂	Ethane	6.89
C ₃	Propane	3.86
iC ₄	i-Butane	0.72
nC ₄	n-Butane	1.10
C ₅	Neo-Pentane	0.00
iC ₅	i-Pentane	0.32
nC ₅	n-Pentane	0.26
C ₆	Hexanes	0.17
	M-C-Pentane	0.00
	Benzene	0.00
	Cyclohexane	0.00
C ₇	Heptanes	0.01
	M-C-Hexane	0.00
	Toluene	0.00
C ₈	Octanes	0.00
	E-Benzene	0.00
	M/P-Xylene	0.00
	O-Xylene	0.00
C ₉	Nonanes	0.00
C ₁₀	Decanes	0.00
C ₁₁ +	Undecanes Plus	0.00
Totals :		100.00
Note: 0.00 means less than 0.005.		100.00

Calculated Whole Gas Properties

Real Relative Density (Air=1 @ 14.73 psia and 60°F)	0.693
Molecular Weight (g mol-1)	20.03
Ideal Gross Calorific Value BTU/ft ³ @ 14.73psia, 60°F (15.6°C) (ISO6976 Data in imperial Units)	1152.2
Ideal Net Calorific Value BTU/ft ³ @ 14.73psia, 60°F (15.6°C) (ISO6976 Data in imperial Units)	1042.6

Sub-Rule 4(5) (c) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

Details of how the applicant proposes to meet the safety and service obligations prescribed by the Authority

1. Safety:

Petrosin CNG Pvt Ltd is committed to make concerted effort to implement best practices on Health, Safety and Environment (HSE) and attaches paramount importance to this aspect. To the Applicant Company, safety of personnel and plants / equipment is of utmost priority.

Whereas, the issue upstream of the delivery points concerns more to the supplier of 'Low Pressure Gas' (OGDCL), who shall manage the installations / delivery points for injection of Low Pressure Gas (Natural Gas for all technical reasons), Petrosin CNG Pvt Ltd shall extend all our coordination to them for successful outcome of the measures taken to meet the objectives.

Immediately on grant of license and prior to start of operations, the Applicant Company / Project proponent envisages to prepare a comprehensive HSE plan, including beside other, following components:

- Compliance with all statutory stipulations of the Regulatory Authority, Federal and Provincial governments.
- Maintain safe and environmental friendly work-places.
- Infuse sense of accountability at all levels fro-safety mitigate or even eliminate at all levels for safety
- Reporting and monitoring of HSE issues.
- Periodic review of HSE and Security polices / plans
- Review plans to mitigate risk factors.
- Initiate environmental friendly practices.
- Establish regular contact with and order enforcing agencies, fire fighting departments, hospitals and ambulance services.
- Foster leadership as far as HSE and Security practices are concerned.

As regards the code of practices on safety, the Applicant Company / Project proponent shall remain committed to adhere to the Standard Code of Practices as stipulated / mandated in OGRA's notified Technical Standards Regulations, as well as, the 'Standard Code of Practices' as mandated pursuant to CNG (Production & Marketing), Rules, 1992.

APPLICATION

Compliance with service obligation: The company (Petrosin CNG Pvt Ltd) commits to comply with service obligations as set out or amended / modified by the Authority from time to time.

APPLICATION

Sub-Rule 4(3) (n) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

Such other information or documentation as the Authority may, from time to time, require, including without limitation, supplementary information or documentation required by the Authority to clarify the information contained in the application.

Remarks:

The application makes a firm commitment that it shall provide any supplemental information, documents and data to the Authority as and when so required in the shortest possible time, after requisition of the same.

Sub-Rule 4(5) (d) of Rule 4 of NGRALR, 2002

Stipulation / Requirement:

Technical Specifications of the distribution facilities (existing and proposed) or pipelines for the sale of Natural Gas, as a case may be, including without limitation, specifications for the design, construction, operation and maintenance of the facilities or pipeline, as a case may be.

Remarks:

The Applicant Company / Project proponent (Petrosin CNG Pvt Ltd) shall transport gas through 'Skid Tube Containers'. These are designed in accordance with the internationally accredited standards for 'High Pressure Vessels' conforming to the standards of American Petroleum Institute (API), American Society of Mechanical Engineers (ASME), compatible ISO standards and rating and in confirmation with the Technical Standards for High Pressure Vessels as set out by the Authority (OGRA) as well as, the 'Code of Practice' notified pursuant to the Compressed Natural Gas (Production & Marketing) Rules, 1992.

The envisaged 'Gas Cylinder Truck System' (Travasi System) is a multi-cylinder or tank fixture permanently mounted on a special truck carriage and essentially used for transportation of CNG to other refueling stations. This system is compatible / inconformity with the 'Safety Rules / Standard Code of Practice' notified pursuant to the Compressed Natural Gas (Production and Marketing) Rules, 1992.

The prospective buyers of gas already are conforming to the Codes / Standards for gas utilization and appliances. Therefore, there seems to be a matter of no concern at their end as well.

The protective measures to be undertaken with regards to Fire Fighting Equipment are attached as Annexure-A and Rescue Equipment as Annexure-B.

MANDATORY PRESCRIBED FIRE FIGHTING EQUIPMENTS ASSOCIATED PROTECTIVE MEASURES TO BE TAKEN / MAINTAINED FOR INSTALLATION OF LOW PRESSURE / PERMEATE, GAS M/S SHAH LATIF CNG STATION (PVT) LIMITED AT (RASAKHI GAS FIELD) TANDO JAM

01. Office Premises	Two CO2 type Fire Extinguisher having capacity of 8kg or BCFHalatron 4kg.
02. Attendant Room	One CO2 type Fire Extinguisher having capacity should be installed.
03. Low Pressure Gas	Three trolleys mounted Extinguisher of Foam Type 150 Liters and Two DCP type 6kg capacity each should be maintained.
04. Electric Mains Supply	BCF Halatron type Extinguisher of 4kg capacity plus Smoke Detector having power strength of 9-volts battery controlled operated type.
05. Fire Buckets (Large)	24 Numbers dully filled in with water / dry sand to be kept (six numbers on each iron stand).
06. Depots / Dumps / Shops / Agencies (If exits)	One Fire Extinguishers Dry Chemical Powder type 6kg capacity and One Fire Extinguisher Halatron of 4kg capacity. Four Fire Buckets painted in red of 10 liters each. One Shovel, Two cubic meters of sand and one First Aid Box containing standard First Aid items for the treatment of Burns and injuries (minor and grievous) shall be provided at a suitable place. "NO SMOKING" sign of at least 3" in size in red color with a white background shall be displayed prominently.
07. First Aid Provision	Three First Aid Box containing standard First Aid items for the treatment of Burns and and Injuries will be kept at a suitable and visible place.

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PART-II RESCUE EQUIPMENTS
(Additional and Essential Requirements)

01. Fireman Axe.....	Six Minimum & More as per requirement
02. Fire Beater.....	06 Nos.
03. Fiber Helmet.....	12 Nos.
04. Tool Box Complete.....	02 Nos.
05. Gloves Insulating.....	12 Pairs
06. Gas Mask (Full Face)	12 Nos.
07. Torch.....	12 Nos.
08. Gum Boots.....	12 Pairs
09. Fire Suit of Breathing Apparatus.....	Two
10. Fire Blanket.....	Six
11. CCTV Cameras.....	Eight
12. Civil Defense Instructional Boards :-	<p>i) Civil Defense Organization of M/s. _____ Ground Green, Writing White having size of 2' * 1'. 6' ft.</p> <p>ii) Fire Fighting point / Post Ground Red. Writing White having size of 9' * 6' plus No Smoking Signs having same pattern and size.</p> <p>iii) Display and maintenance of Emergency Telephone Numbers list of Hyderabad District.</p>

ELECTRIC FITNESS / INSTRUCTIONS

1. Separate fuses and Main of each department should be maintained as well as electric load should be within sanctioned capacity.
2. Internal Electric Supply can easily be discontinued when required.
3. Separate line for outer or open places and Pump Houses to be provided.
4. Separate line connection to be provided to the Fireman Life.
5. Written information and instructions about the action to be taken conveyed to all.
6. All members / personal received prior instructions and training appropriates their responsibilities and risks available in the event of Fire Emergency. Regular Drills / Exercises should be held with a view to ensure smooth operation of the specified procedure in existence.
7. Instructions regarding detecting extinguishing and other related pre-cautionary measures to be adopted should invariably be decorated in each room and the Department well.

PETROSIN

PETROSIN
PETROLEUM
VT LTD

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PCNG/CORP/0130
Feb 01, 2018

Registrar
Oil & Gas Regulatory Authority
54-B, Fazal-e-Haq Road, Blue Area
Islamabad


Subject: SUBMISSION OF TRANSPORT VEHICLES S FORMS: PETROSIN CNG PVT LTD (HALINI FIELD) APPLICATION FOR GRANT OF LICENSE TO UNDERTAKE REGULATED ACTIVITIES RELATED TO COMPRESSION FACILITY OF LOW PRESSURE FLARE GAS STORAGE, TRANSPORTATION AND MARKETING OF CNG AND SALE OF NATURAL GAS

Dear Sir,

Please find enclosed herewith 3 S Forms for vehicle no. TLZ-155, TMB-045 and TMC-809.

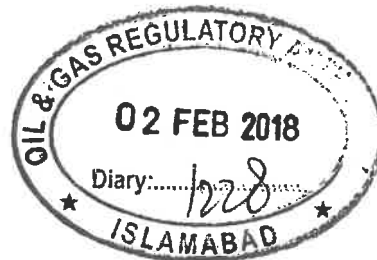
Please add these documents to our application for your processing.

Sincerely yours,


Nizar Ahmed
Manager Operations

Ms
02/02/18

AED



LICENSE TO TRANSPORT COMPRESSED NATURAL GAS IN BULK ON LAND BY MECHANICAL PROPELLED VEHICLE (COMPRESSED NATURAL GAS STORAGE CYLINDER MOUNTED ON VEHICLE FOR FUELING ARE EXEMPTED).

License No.BTL-04/CNG(S)

Fee Rs.10,000/-

License is hereby granted to **M/s.Petrosine CNG Pvt Ltd**, Petrosine House-3 Palm Drive Street No.1 Bani Gala Islamabad to transport compressed natural gas by the vehicle as described below subject to the provisions of the Petroleum Act 1934 the rules made there under and to the further conditions of this license.

This license will remain valid up to the 31st day of December 2018

Date 25TH January-2018.

Approved Plan No.BTL-322/CNG(S) Dated :18-01-2018.

For Chief Inspector of Explosives
For Chief Inspector of Explosives

DESCRIPTION OF THE VEHICLE

Make and Model:FAW-2015 Engine Number.52567904

Chassis Number.C28P-6150074. Registration Number.TLZ-155.

Name of the registered owner.**Shaheen Freight Services(HPA Dubai Islamic Bank Pakistan Ltd.**

Chemical name of the compressed natural gas to be carried in the Vehicle.**Methane**

Authorized carrying capacity of the container.(08nosTubes=2240W/L each) Total Capacity=17920W/L

ENDORSEMENT OF RENEWALS

Date of Renewal	Date of Expiry	Signature and office Stamp of the Licensing Authority

This license is liable to be cancelled if the licensed vehicle is not found conforming to the description of approved plan by Department of Explosives No.BTL-322/CNG(S),dated:18-01-2018 and conditions attached thereto , and contravention of any of the rules and conditions under which this license is granted and the holder of this license is also punishable with fine which may extend to thirty thousand rupees.

ORIGINAL

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LICENSE TO TRANSPORT COMPRESSED NATURAL GAS IN BULK ON LAND BY MECHANICAL PROPELLED VEHICLE. (COMPRESSED NATURAL GAS STORAGE CYLINDER MOUNTED IN VEHICLE FOR FUELING ARE EXEMPTED).

License No.BTL-05/CNG(S)

Fee Rs.10,000/-

License is hereby granted to M/s.Petrosine CNG Pvt Ltd ,Petrosine House-3 Palm Drive Street No.1 Bani Gala Islamabad to transport compressed natural gas by the vehicle as described below subject to the provisions of the Petroleum Act 1934 the rules made there under and to the further conditions of this license.

This license will remain valid up to the 31st day of December 2018

Date 25TH Janurary-2018.

For Chief Inspector of Explosives
For Chief Inspector of Explosives

Approved Plan No.BTL-323/CNG(S) Dated :18-01-2018.

DESCRIPTION OF THE VEHICLE

Make and Model:FAW-2016 Engine Number.87761694

Chassis Number.MMC-1100004. Registration Number.TMB-045.

Name of the registered owner.Shaheen Freight Services.

Chemical name of the compressed natural gas to be carried in the Vehicle.Methane

Authorized carrying capacity of the container.(08nosTubes=2240W/L each) Total Capacity=17920W/L

ENDORSEMENT OF RENEWALS

Date of Renewal	Date of Expiry	Signature and office Stamp of the Licensing Authority

This license is liable to be cancelled if the licensed vehicle is not found conforming to the description of approved plan by Department of Explosives No.BTL-323/CNG(S),dated:18-01-2018 and conditions attached thereto , and contravention of any of the rules and conditions under which this license is granted and the holder of this license is also punishable with fine which may extend to thirty thousand rupees.

LICENSE TO TRANSPORT COMPRESSED NATURAL GAS IN BULK ON LAND BY MECHANICAL PROPELLED VEHICLE. (COMPRESSED NATURAL GAS STORAGE CYLINDER MOUNTED IN VEHICLE FOR FUELING ARE EXEMPTED).

License No.BTL-06/CNG(S)

Fee Rs.10,000/-

License is hereby granted to M/s.Petrosine CNG Pvt Ltd ,Petrosine House-3 Palm Drive Street No.1 Bani Gala Islamabad to transport compressed natural gas by the vehicle as described below subject to the provisions of the Petroleum Act 1934 the rules made there under and to the further conditions of this license.

This license will remain valid up to the 31st day of December 2018

Date 25TH January-2018.

For Chief Inspector of Explosives
For Chief Inspector of Explosives

Approved Plan No.BTL-324/CNG(S) Dated :18-01-2018.

DESCRIPTION OF THE VEHICLE

Make and Model:FAW-2017 Engine Number.52723449

Chassis Number.C28P6160187. Registration Number.TMC-809.

Name of the registered owner.Bank of Punjab Ltd.

Chemical name of the compressed natural gas to be carried in the Vehicle.Methane

Authorized carrying capacity of the container.(11nosTubes=2240W/L each) Total Capacity=24640W/L

ENDORSEMENT OF RENEWALS

Date of Renewal	Date of Expiry	Signature and office Stamp of the Licensing Authority

This license is liable to be cancelled if the licensed vehicle is not found conforming to the description of approved plan by Department of Explosives No.BTL-324/CNG(S),dated:18-01-2018 and conditions attached thereto, and contravention of any of the rules and conditions under which this license is granted and the holder of this license is also punishable with fine which may extend to thirty thousand rupees.



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(آئل اینڈ گیس ریگولیٹری اتھارٹی) **OIL & GAS REGULATORY AUTHORITY**
"SAY NO TO CORRUPTION"

OGRA-6(1)-PCL/2017-FG

March 09, 2018

Col. Asghar Malik (Retd),
Chief Executive Officer,
Petrosin CNG (Pvt.) Limited,
Petrosin House, 3-Palm Drive,
Street No.1, Banigala,
Islamabad.

051-2612672

**Subject: APPLICATION FOR GRANT OF LICENCE FOR STORAGE AND
TRANSPORTATION OF CNG AND SALE OF NATURAL GAS FOR
HALINI GAS FIELD**

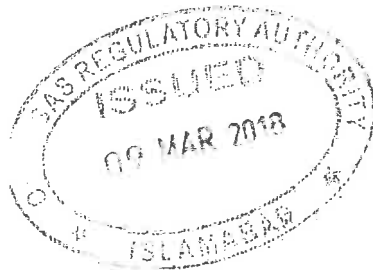
Dear Sir,

Please refer to your letter No. PCNG/CORP/0111 dated December 20, 2017 on the above subject.

2. It is to inform that initial examination of the application reveals that it devoid of certain information / data. You are, therefore advised to submit the following documents/information in order to proceed further:-

- i) Attested copies of Amended Memorandum of Association highlighting the regulated activities to be undertaken w.r.t Storage and Transportation of CNG and Sale of Natural Gas under Rule 4(3)(a),
- ii) Attested copy of Half yearly financial statements (unaudited) required u/r 4(3)(d),
- iii) Explosives Licence for storage of natural gas (Form 'A'),
- iv) Details / documents of Equipment (Compressor, Storage Clyinders, etc.) installed at the site,
- v) List of customers with names and addresses,
- vi) Latest Gas Quality / specifications sheet of Mari's Halini Field.

Best Regards,




(Abdul Basit Qureshi)
Registrar
(For & on behalf of the Authority)

o/c

PCNG/OGDI/0110
August 07, 2018

Oil and Gas Regulatory Authority (OGRA)
54-B, Fazal-e-Haq Road, Blue Area
Islamabad

Attention: Mr. Abdul Basit Qureshi – Registrar

Subject: APPLICATION FOR GRANT OF LICENCE FOR STORAGE AND
TRANSPORTATION OF CNG AND SALE OF NATURAL GAS FOR
HALINI GAS FIELD

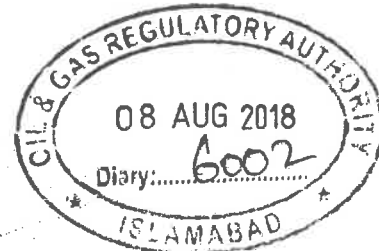
Dear Sir,

We acknowledge receipt of your letter reference No. OGRA-6(1)-PCL/2017-FG dated March 09, 2018. With reference to your queries we advise as under:

S.N	OGRA Requirement	Petrosin Response
1	Attested copies of Amended Memorandum of Association highlighting the regulated activities to be undertaken w.r.t <u>Storage and Transportation of CNG and Sale of Natural Gas</u> under Rule 4(3)(a).	We have already applied to SECP and copy of application screen shot of SECP site is attached together with proposed Memorandum of Association which is also attached as Attachment-1
2	Attested copy of Half yearly financial statements (unaudited) required u/r 4(3)(d).	Enclosed as Attachment-2
3	Explosives Licence for storage of natural gas (Form "A")	Enclosed as Attachment-3
4	Details / documents of equipment (compressor, storage cylinders, etc.) installed at the site.	Enclosed as Attachment-4
5	List of customers containing specific names/addresses / location of parties and industries etc.	Enclosed as Attachment-5
6	Latest gas quality / specifications sheet of Halini Field	Enclosed as Attachment-6

Sincerely yours,

Nizar Ahmed
Manager Operations



22/8/18

Annex-1 127

THE COMPANIES ACT, 2017

(SECTION 15(1)(a))

FORM 26

SPECIAL RESOLUTION

Only Pdf files are allowed for attachment

1. Incorporation Number	3042650		
2. Name of the Company	PETROKING (PVT) LIMITED		
3. Fee Paid (Rs.)	500.00	Name & Branch of the Bank ISLAMABAD, MCB - Blue Area Corporate (1134)	
4. Receipt No.	E 2018-753317		
5. Date of Dispatch of Notice (DD/MM/YYYY)	20/03/2018		
6. Specify the intention to propose the resolution as Special Resolution	To change the objects clauses of Memorandum of Association of the company & to "The Company wants to start the operations of LNG & LPG business"		
7. Date of Passing of Special Resolution (DD/MM/YYYY)	20/03/2018		
8. Total Number of Members	5	Representing	4800000 Shares of Rs. 10.00 each
9. Majority Present in Person and/or through proxy in the Meeting	5	Representing	4800000 Shares of Rs. 10.00 each
10. Members Absent	0	Representing	4800000 Shares of Rs. 10.00 each
11. Members voted against	0	Representing	0 Shares of Rs. 10.00 each
12. At a general meeting of the members of the said company, duly convened and held at:	House No. 62/1151, Embassy Road, G-8/3, Islamabad Islamabad Islamabad Capital Territory (I.C.T.) 44000		
13. Paper(s):	Islamabad		
14. Text of special resolution (attach copy, if space is insufficient to reproduce it.)	It is hereby resolved that the object clauses of Memorandum of Association of the company be altered as per attached annexure.		
15. Signature of Chief Executive/Secretary			
16. Name of Signatory	ASGHAR ALI MALIK		
17. Designation	Chief Executive		
18. NIC Number	SF10188252865		
19. Date (DD/MM/YYYY)	30/03/2018		

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THE COMPANIES ORDINANCE, 1984

---:0:---

(COMPANY LIMITED BY SHARES)

**AMENDED
MEMORANDUM OF ASSOCIATION**

Of

PETROSIN CNG (PRIVATE) LIMITED

THE COMPANIES ORDINANCE, 1984

---:0:---

(PRIVATE COMPANY LIMITED BY SHARES)

---:0:---

MEMORANDUM OF ASSOCIATION

Of

PETROSIN CNG (PRIVATE) LIMITED

- i. The name of the Company is "PETROSIN CNG (PRIVATE) LIMITED".
- ii. The Registered Office of the Company will be situated in the Islamabad Capital Territory.
- iii. The objects for which the company is established, are all or any of the following (and in construing the following sub-clauses, the scope of no one of such-clause shall be deemed to limit or affect the scope of any other such sub-clauses):
 1. To build own and operate Compressed Natural Gas "CNG" filling stations, with or without workshop, service and other facilities.
 2. To import equipment to be installed in Compressed Nature Gas "CNG" filling stations
 3. To import and export, purchase, manufacture, assemble, kits, accessories, equipment and parts relating to Compressed Natural Gas "CNG" filling stations.
 4. To acquire, purchase or lease the land for the purposes of setting up such stations in the country and to do all other necessary or incidental things.
 5. To enter into franchise agreement to set up Compressed Natural Gas "CNG" filling stations with other person or persons
 6. To establish and operate the business of purchase or otherwise acquire, sale, store, transport, market, distribute, supply, sell, import, export and otherwise dispose of and generally trade in any and all kinds of gas products such as natural gas, CNG, LNG, LPG and to undertake all such activities as are connected herewith or ancillary thereto.
 7. Subject to be approval of consumed authorities to purchase/import spare parts, plant, machinery, raw material and allied items required in connection thereto in any manner the company may think fit.
 8. To refine, process, formulate, produce, buy, sell, export, import, indenting or otherwise deal in all types of chemicals, petro-chemicals and petroleum industry or any nature used or capable of being used in the petro-chemical industry, industrial chemicals or any mixtures, derivatives and compounds thereof.
 9. To carry on the business of general order supplies including Government, Semi-Government Agencies, Armed Forces, Army, Military or Defence and commission agents, indenters, traders and a general merchants, wholesalers, retailers, dealers, distributors, stockiest agents, sub-agents in any goods or products or within the scope of the object of the Company and subject to any permission required under the law.

10. To carry on all or any of the lawful business as manufacturers, buyers, sellers, indenters, importers, exporters, distributors, agents, brokers, factors, stockiest, commission agents and dealers of:
 - a. All kinds of fabrics, textiles including decorative hand and machine made, ready-made garments, leather garments, towels, carpets, durries, mats, rugs, namdas, blankets, shawls, tweeds, linens, flannels, bed sheets, spreads, quilts, scarfs, belts, embroidery, tapestry and all other articles of silk, cotton, woolen and worsted materials and all sorts of apparels, dressing materials, mixed, blended products, nylon, polyester, fiber, yarn, hosiery and mixed fabrics, natural silk fabrics and garments.
 - b. Engineering goods, machine tools, hand tools, small tools, metals alloys, iron pipe fittings, steel and stainless steel and iron products, cutleries, ores, and scraps, metallurgical residues, hides, skins, leather goods, furs, bristles, tobacco (raw and manufactured) hemp, seeds oils and cakes, vanaspati, textile fiber and waste coir and jute and products thereof, wood and timber, bones, crushed and uncrushed, industrial diamonds, coal and charcoal, glue, gums and resins, ivory, lac, shellac, manures, pulp or wood, rags, rubber, tanning substances, wax, quartz, crystal, chemicals and chemical preparations plastic and linoleum articles, glass and glassware, handicrafts, handlooms, toys, liquid gold, precious stones, ornaments, jewelleries, pearls, drugs and medicines, soaps, paints, instruments, apparatus and appliances, machinery and mill work and parts thereof, paper board and allied products and stationery, sports goods, druggists in dressing materials, cosmetics, wigs, belting, cinematograph films exposed, gramophone records, rubber plastic goods, starch, umbrellas, crown corks, batteries, surgical and musical instruments, marble and hardware items, traditional calendars, all kind of books and manuscripts, electric and electronic products of all kinds, sanitary ware and fittings, woolen textiles, natural fiber products, cellulose and cellulosic products mixed blended products, fish and fish products, fodder bran, rice, fruits, nuts, cashew nuts, kernels, grains, pulses, flout, confectionery products, provisions, perfumed, spirits, spices and tea, coffee, sugar and molasses, vegetable products processed foods and packed food products.
11. To carry on in or outside Pakistan the business of manufacturers, importers, exporters, indentors, transporters, dealers in all articles and commodities akin to or connected with any of the business of the Company capable of being conveniently carried on or necessary for the promotion of the objects herein contained, as permissible, under law.
12. To carry on agency business (except managing agency) and to acquire and hold selling agencies and to act as selling agents, commission agents, manufacturers representatives and distributing agents of and for the distribution of all kinds of merchandise, goods, commodities, products, materials, substances, articles and things whether finished, semi finished, raw, under process, refined, treated or otherwise pertaining to trade and commerce and for the purpose to remunerate them and to open and maintain depots and branches.
13. To purchase, take on lease or in exchange, hire, apply for or otherwise acquire and hold for any interest, any rights, privileges, lands, building, easements, trademarks, patents, patent right, copyrights, licences, secret processes, machinery, plants, stock-in-trade, and any movable and immovable property of any kind necessary or convenient for the purposes of or in connection with the company's business or any branch or department.

thereof and to use, exercise, develop, grant licences in respect of or otherwise turn to account any property, rights and information so acquired, subject to any permission required under the law

14. To acquire by concession, grant, purchase, barter, licence either absolutely or conditionally and either solely or jointly with others any lands, buildings, machinery, plants, equipments, privileges, rights, licences, trademarks, patents, and other movable and immovable property of any description which the Company may deem necessary or which may seem to the Company capable of being turned to account, subject to any permission as required under the law.
15. To act as representatives, for any person, firm or company and to undertake and perform sub-contracts, and also act in the business of the Company through or by means of agents, sub-contractors and to do all or any of the things mentioned herein any part of the world and either alone or in collaboration with others and by or through agents, sub-contractors, or otherwise.
16. To go in for, buy or otherwise acquire and use any patent design, copyright, licence, concession, convenience, innovation, invention, trademarks, secret device, or process, rights or privileges, plants, tools or machinery and the like in Pakistan or elsewhere, which may for the time being appear to be useful or valuable for adding to the efficiency or productivity of the company's work or business, as permissible under the law.
17. To acquire and carry on all or any part of the business property and to undertake any liabilities of any person, firm, association or Company's possession of property suitable for any of the purpose of the Company or carrying on any business which this Company is authorized to carry on and in consideration for the same, to pay cash or to issue shares of the Company.
18. To enter into arrangements with the government or authority (supreme, municipal, local or otherwise) or any corporation, company, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, rights, privileges and commission which the Company's may think desirable and to carry on exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
19. To enter into partnership, to amalgamate, or merge movable with immovable and or to buy on all interests, assets, liabilities, stocks, or to make any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concession or otherwise with any person, firm or company carrying on or proposing to carry on any business which this Company is authorized to carry on or which is capable of being conducted so as directly or indirectly to benefit this company and to have foreign collaboration and to pay royalties/technical fees to collaborators subject to the provisions of the Companies Ordinance, 1984.
20. To enter into partnership or any arrangement for sharing profits, Union of interest, Cooperation, iv, reciprocal concession, or otherwise deal with any person or Company whether local, national, multi-national or foreign association, carry on or engaged in any business or transaction which this Company is authorized to carry on or engaged in any business or transaction capable of being conducted, so as to directly or indirectly benefits this company and take, or otherwise acquire shares and security of such Company and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.

21. To establish, promote or assist in establishing or promoting and subscribe to or become a member of any other company, association or club whose objects are similar or in part similar to the objects of this company or the establishment or promotion of which may be beneficial to the company, as permissible under the law.
22. To open accounts with any Bank or Banks and to draw, make, accept, endorse, execute, issue, negotiate and discount cheques, promissory notes, bills of exchange, bills of lading, warrants, deposit notes, debentures, letter of credit and other negotiable instruments and securities.
23. To arrange local and foreign currency loans from scheduled banks, industrial banks and financial institutions for the purpose of purchase, manufacture, market, supply, export and import of machinery, construction of factory building and for the purpose of working capital or for any other purpose.
24. To sell or otherwise dispose of the whole or any part of the undertaking of the company, either together or in portions for such consideration as the company may think fit and in particular, for shares, debenture-stock or securities or any Company purchasing the same.
25. To borrow or raise money by means of loans or other legal arrangements from banks, or other financial institutions, or Directors in such manner as the Company may think fit and in particular by issue of debentures, debenture-stock, perpetual or otherwise convertible into shares and to mortgage, or charge the whole or any part of the property, assets revenue of the Company, present or future, by special assignment or to transfer or convey the same absolutely or in trust as may seem expedient and to purchase, redeem or pay off any such securities.
26. To pay all costs, charges and expenses preliminary or incidental incurred in formation or about the promotion and establishment of the Company and to remunerate any person, firm or company for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
27. To give any servant or employee of the company commission in the profits of the company's business or any branch thereof and for the purpose to enter into any agreement or scheme of arrangement as the Company may deem fit and to procure any servants or employees of the company to be insured against risk of accident in the course of their employment by the company.
28. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit persons who are or have been directors of or who have been employed by or who are serving or have served the Company or any other Company which is a subsidiary or associate of the company or the dependents or connection of such persons and to grant pensions, gratuities, allowances, relieves and payments in any other manner calculated to benefit the persons described herein.
29. To distribute any of the Company's property and assets among the members in specie or in any manner whatsoever in case of winding up of the company.
30. To guarantee the performance of contracts and obligations of the company in relation to the payment of any loan, debenture-stock, bonds, obligations or securities issued by or in favor of the company and to guarantee the payment or return on such investments.
31. To carry out joint-venture agreements with other companies or countries within the scope of the objects of the Company.
32. To cause the Company to be registered or recognized in any foreign country.

- 33 To do and perform all other acts and things as are incidental or conducive to the attainment of the above objects or any of them
 - 34 To apply for and obtain necessary consents, permissions and licences from any Government, State, Local and other Authorities for enabling the Company to carry on any of its objects into effect as and when required by law.
 35. It is declared that notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association nothing contained therein shall be construed as empowering the company to undertake or to indulge in business of banking company, banking, leasing, investment, managing agency or insurance business directly or indirectly as restricted under the law or any unlawful operation
- V. The liability of the members is limited

VI. The Authorized Capital of the Company is Rs. 50,000,000/- (Rupees Fifty Million only) divided into 5,000,000 ordinary shares of Rs. 10/- (Rupees Ten only) each with powers to increase and reduce the Capital of the company and to divide the shares in the Capital for the time being into several classes in accordance with the provisions of the Companies Ordinance, 1964.

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

Name and Surname (Present & Former) in Full (in Block Letters)	Father's/ Husband's Name in Full	Nationality with any former Nationality	Occupation	Residential Address (in Full)	Number of shares taken by each sub- scriber	Signature
HAIL LATIF	Dr. Abdul Latif	Pakistan	Business	122 Garden Town Lahore	1	
SADIQ B. MALIK	Bashir Hussain Malik	Pakistan	Service	#61, Street 44 Korangi Town Islamabad	1	
HAEL FOO	LATE FOO CHI SHOO	SINGAPOREAN	FINANCE MANAGER	36D, DUNGURN ROAD, #01-23 CHANCERY COURT SINGAPORE 309924	1	
HUMAYUN FAREED	LATE Q.M. FAREED	Pakistan	Business	38 Block R NAB DECHHS Karachi	1	
BAL Z. AHMED	ZAFAR UDDIN Z AHMED	Pakistan	Business	14 NO 35 Main Gulberg Lahore	1	
Saloor Ahmed Mal	Shor Zamoor Khan	Pakistan	Service	100-0, St: 11, Hali Road, Westridge, Rawalpindi	1	
					6	

Dated this 1st day of Sep 2001

Witness to the above Signatures:

Full Name: HABIB SHAH

Father's/Husband's Full Name: Ghafik H. Shah

Signature:

Nationality: Pakistani

Occupation: Service

Full Address: Saidpur
Islamabad

Annex-3 146

GOVERNMENT OF PAKISTAN
MINISTRY OF INDUSTRIES & PRODUCTION
DEPARTMENT OF EXPLOSIVES

No: SRD/6414/CNG /3566

269-Block-F, Satellite Town, Rawalpindi.

Dated : 18-07-2018.

To

M/s. Petrosin CNG (Pvt) Limited,
Petrosin House, 3-Plam Drive, Street No. 1, Bani Gala,
Islamabad

SUBJECT: GRANT OF LICENCE IN FORM 'A' OF MINERAL AND INDUSTRIAL
GASES SAFETY RULES, 2010 FOR THE STORAGE OF MINERAL GAS
FOR DISTRIUBITION LOCATED AT KHATOONI NO. 2604, KHEWAT
NO. 1031, KHASRA NO.2885, TEHSIL ESSA KHEL, DISTRICT
MIANWALI.

Ref: Your letter No. PCNG/CORP/0178 dated. 03-07-2018

Licence No. SRD/6414/CNG in form 'A' of Mineral & Industrial Gases
Safety Rules, 2010 is hereby granted in your favour, valid upto 31-12-2018, for the
storage of Mineral Gas in the cylinders for distribution at Khatooni No. 2604, Khewat
No. 1031, Khasra No.2885, Tehsil Essa Khel, District Mianwali are hereby granted in
your favour on the basis of No Objection Certificate No. 22/ALC dated.09-10-2017
issued by the Deputy Commissioner, Sargodha, are forwarded herewith:-

Please acknowledge receipt.

Encl: Licence (1)
Plan (1)

- 240
(MUHAMMAD ISHFAQ)
Deputy Director
for Chief Inspector of Explosives
Ph:-9290614

Copy forwarded to the Deputy Commissioner, Mianwali. He is requested to
kindly include the particulars of the abovementioned licenses in his list of licenses
granted/amended/renewed/cancelled by this Department.

(MUHAMMAD ISHFAQ)
Deputy Director
for Chief Inspector of Explosives
Ph:-9290614

طیس کی سالانہ تجدید کے لئے اصل لائسنس بموقع۔
روپے کا ایک۔ با اس سے قبل اس وقت میں جمع کرایا
2 دسمبر کے بعد۔ تک دو گنا فیس۔ ساتھ تجدید ہوگی
31 دسمبر تک لائسنس بموقع جمع نہ کرانے کی صورت میں لائسنس
ختم ہو جائے گا۔

le 721

[Article I of Schedule I and rule 72]

No. SRD/6414/ CNG

Fee Rs.10000/-

This license will remain valid upto the 31st day of December, 2018

Dated: 18 .07.2018

Chief Inspector of Explosives
for Chief Inspector of Explosives

Plan. No. SRD/6414/CNG

Dated. 04.05.2018.

The licence premises is situated Located at Khatooni No. 2604, Khewat No. 1031, Khasra No.2885, Tehsil Essa Khel, District Mianwali.

[illegible]

EQUIPMENT LIST

Sr. No.	Equipment Name	No. Of Equipment
1	JK COMPRESSOR	6
2	ENRIC COMPRESSOR	1
3	GAS DRYER	1
4	KNOCK OUT VESSEL	1
5	FILTER COALSCER	1
6	BUFFER VESSEL	1
7	EXCHANGE K.O VESEEL	1
8	BLOWDOWN VESSEL	1
9	GENERATOR	2
10	COOLING TOWER (OVER HEAD)	4
11	UNDER GROUND WATER TANK	1
12	STORAGE SKID	1
13	MAIN CONTROL ROOM	1
14	OFFICES & RESIDENCE	1
15	FLARE STACK	1
16	HEAT EXCHANGER	1
17	GAS CHILLER	1
18	CHILLER PUMP	1
19	EXPANSION TANK	1
20	CONDENSATE TANK	1

PETROSIN
CUSTOMERS LIST

1. Kohinoor Textile Mills Rawalpindi Industry
2. MCOC, Lahore CNG
3. Petrosin CNG Station at Kohat CNG
4. Petrosin CNG Station at Kala Shah Kaku CNG
5. Adil CNG Station Barakaho CNG
6. Bismillah CNG Station Pindi Gheb CNG
7. New Super Lucky CNG Station Jand CNG
8. Engineer's Enterprises CNG Filling Station Kohat CNG
9. Alrehman CNG Station Fateh Jang CNG
10. Galaxy CNG Station Karak CNG
11. Lalazar CNG Station Peshawar CNG
12. Petrosin Edible Oil, Hattar Industry

Halini Comingled Gas Sample. July, 2017

Annex-6 150

Compositional Analysis of Gas Sample to C11+

Sampling Date	N/A
Sampling Location	Halini X-1 and Deep
Cylinder Number	N/A
Sampling Conditions	126 psig @ 63°F

Component	Mole %	Weight %
H ₂ Hydrogen	0.00	0.00
H ₂ S Hydrogen Sulphide	0.00	0.00
CO ₂ Carbon Dioxide	1.77	3.88
N ₂ Nitrogen	1.86	2.60
C ₁ Methane	83.04	66.48
C ₂ Ethane	6.89	10.34
C ₃ Propane	3.86	8.50
iC ₄ i-Butane	0.72	2.10
nC ₄ n-Butane	1.10	3.20
C ₅ Neo-Pentane	0.00	0.00
iC ₅ i-Pentane	0.32	1.15
nC ₅ n-Pentane	0.26	0.95
C ₆ Hexanes	0.17	0.73
M-C-Pentane	0.00	0.00
Benzene	0.00	0.00
Cyclohexane	0.00	0.02
C ₇ Heptanes	0.01	0.05
M-C-Hexane	0.00	0.00
Toluene	0.00	0.00
C ₈ Octanes	0.00	0.00
E-Benzene	0.00	0.00
M/P-Xylene	0.00	0.00
O-Xylene	0.00	0.00
C ₉ Nonanes	0.00	0.00
C ₁₀ Decanes	0.00	0.00
C ₁₁₊ Undecanes Plus	0.00	0.00
Totals :	100.00	100.00

Note: 0.00 means less than 0.005.

Calculated Whole Gas Properties

Real Relative Density 0.693
(Air=1 @ 14.73 psia and 60°F)

Molecular Weight (g mol-1) 20.03

Ideal Gross Calorific Value 1152.2
BTU/lb @ 14.73 psia, 60°F (15.6°C)
(ISO6976 Data in Imperial Units)

Ideal Net Calorific Value 1042.6
BTU/lb @ 14.73 psia, 60°F (15.6°C)
(ISO6976 Data in Imperial Units)

OGRA-6(1)-PCL/2017-FG

August 20, 2018

Managing Director,
Mari Gas Company Ltd,
21, Mauve Area 3rd Road,
Sector G-10/4,
Islamabad.

Subject: GAS SPECIFICATIONS FOR MARI's HALINI X-1 WELL (LOW PRESSURE / FLARE GAS)

Dear Sir,

Please refer to the subject matter and Mari's GSPA for supply of flare gas from Halini X-1 to M/s Petrosin CNG Ltd., issued vide Mari's letter no. MPCL/BDM/Krk/58 dated May 27, 2016.

2. M/s Petrosin CNG Ltd. has applied to OGRA for grant of Flare Gas Licence from Mari's Halini Field. In this regard, it is desired that the latest gas specifications sheet of the subject field, duly verified by M/s Mari Petroleum Ltd., may please be furnished to this Office.

Best Regards,



Abdul Basit Qureshi
(Abdul Basit Qureshi)
Registrar
(For & on behalf of the Authority)

o/c