



Schedule I

Circular under Section 83 of the Companies Act, 2017
The Companies (Further Issue of Shares) Regulations, 2020
Right Share - Offer Document

1. Cover Page

ADVICE FOR INVESTORS

- I. THIS IS A LOSS-MAKING COMPANY. THE RISKS ASSOCIATED WITH LOSS MAKING COMPANIES ARE COMPARATIVELY MUCH HIGHER THAN PROFITABLE COMPANIES. THE PROSPECTIVE INVESTOR SHOULD, THEREFORE, BE AWARE OF THE RISK OF INVESTING IN SUCH COMPANIES AND MAKE THE DECISION TO INVEST ONLY AFTER CAREFUL DUE DILIGENCE. IT IS ADVISABLE TO CONSULT ANY INVESTMENT ADVISOR BEFORE MAKING ANY INVESTMENT IN THE COMPANY.
- II. THE COMPANY HAS REPORTED A LOSS FOR THE YEAR ENDED JUNE 30, 2024, RESULTING IN ACCUMULATED LOSS OF RS. 187 MILLION, AS A CONSEQUENCE, TOTAL EQUITY HAS SIGNIFICANTLY ERODED.
- III. THE AUDITOR HAS HIGHLIGHTED A MATERIAL UNCERTAINTY THAT RAISES SIGNIFICANT DOUBT ABOUT THE COMPANY'S ABILITY TO CONTINUE AS A GOING CONCERN.
- IV. INVESTMENT IN EQUITY SECURITIES AND EQUITY RELATED SECURITIES INVOLVES A CERTAIN DEGREE OF RISKS. THE INVESTORS ARE REQUIRED TO READ THE RIGHTS SHARE OFFER DOCUMENT (*HEREIN REFERRED TO AS 'OFFER DOCUMENT'*) AND RISK FACTORS CAREFULLY, ASSESS THEIR OWN FINANCIAL CONDITIONS AND RISK-TAKING ABILITY BEFORE MAKING THEIR INVESTMENT DECISIONS IN THIS OFFERING.

RIGHT ENTITLEMENT LETTER IS TRADABLE ON PSX, RISKS AND REWARDS ARISING OUT OF IT SHALL BE THE SOLE LIABILITY OF THE INVESTORS.

- V. This document is issued for the purpose of providing information to shareholders of the Company and to the public in general in relation to the rights issue of **Rs. 250,000,000** consisting of **Ordinary Shares of 25,000,000** by **Oilboy Energy Limited**. A copy of this document has been registered with the Securities Exchange.

Issue Size in Rs.	250,000,000	Entitlement Date	March 17, 2025
Issue Size in nos.	25,000,000	Book Closure: from	March 18, 2025
Right Price (Rs. Per Share)	10.00 (at Premium: Nil)	Book Closure: to	March 24, 2025
Trading of Unpaid Rights on Pakistan Stock Exchange		From: March 27, 2025	To: April 18, 2025
Subscription Amount Payment Dates		From: March 27, 2025	To: April 25, 2025

*This offer document is valid till **June 24, 2025** (i.e. 60 days from the last day of payment of subscription amount)*

Website : This offer document is available for download at:

<https://obel.com.pk/wp-content/uploads/2025/03/Right-Issue-Schedule-1-Final.pdf>

www.psx.com.pk



VI. Company profile and history

Full name of the Issuer	Oilboy Energy Limited
Former name of the Company	Drekka Kingsway Limited
Incorporation date	29 th June 1994
Place of incorporation of the Company	Islamabad
Date of commencement of business	19 th July 1994
Corporate Universal Identification Number (CUIN)	0030651
Address of Registered Office	5A/1, Gulberg 3, Off M.M. Alam Road, Lahore, Pakistan. Tel: +92-423-5771778-9
Address of Other Corporate Office	Not Applicable
Website address and web-link where latest available financial statements are placed (in case of listed company)	www.obel.com.pk
Direct link of website where Schedule-1 (Offer Document) can be downloaded	https://obel.com.pk/wp-content/uploads/2025/03/Right-Issue-Schedule-1-Final.pdf
Contact details for shareholder facilitation (in form of postal address, phone number or email address)	Mr. Muneeb Ahmad Khan Tel: +92-423-5771778-9 Mobile: +92 321 4507599 E-mail: muneeb.ahmad@sgc.com.pk

VII. Details of the current right issue

Description of the Issue	Size of the Issue	Issue Price per Share	No. of Shares	Par Value per Share	Share Premium	Proportion of Right
Issuance of Ordinary Shares by way of right	Rs. 250,000,000	Rs. 10.00 per Share	25,000,000	Rs 10.00 per Share	Rs. Nil per Share	100.00% Right Issue

VII. Other Detail

1. Date of Final Offer Letter	March 05, 2025
2. Date of placing offer document on PSX for public comments.	Not Opted
3. Date of Book Closure – From	March 18, 2024
4. Date of Book Closure – To	March 24, 2025
5. Commencement of trading of unpaid Rights on the Pakistan Stock Exchange Limited	March 27, 2025
6. Last date of trading of Rights Letter	April 18, 2025
7. Last date for acceptance and payment of shares in CDC and physical form - Last payment date	April 25, 2025
8. Web site address from where the offer documents can be downloaded	www.obel.com.pk



VIII. Detail of the relevant contact persons					
	Name of the Person	Designation	Contact No.	Office Address	E-mail I.D.
1. Authorized Officer of the Issuer	Mr. Muneeb Ahmad Khan	Director	+92-423-5771778-9	5A/1, Gulberg 3, Off M.M. Alam Road, Lahore, Pakistan	muneeb.ahmad@sgc.com.pk
2. Underwriter					
(a) Dawood Securities Limited	Mr. Salman	Chief Financial Officer	(92-21) 32271881 & 32271883	17th floor, Saima trade Tower-A, I.I Chundrighar Road, Karachi - 74000.	contact@dawoodsecurities.com
(b) Adam Securities Limited	Mr. Nouman	Director	02132444315-16 Ext: 113,114	Room # 806, 8th Floor, Building Pakistan, Main Stock Exchange Rd, Lalazar, Karachi	faisal@adamsecurities.com.pk info@adamsecurities.com.pk
3. Bankers to the Issue Faysal Bank Limited	Hafiz Imran	Branch Manager	+ 92 321 4156 993	S-86-R-405, Ferozepur, Naseerabad, Near Samad Samad Rubber Factory, Lahore	hafizimran@faysalbank.com

E-STAMP



ID : PB-LHR-464BE0ADE444AD0D
Type : Low Denomination
Amount : Rs 300/-



Scan for online verification



Description : AFFIDAVIT- 4
Applicant : OILBOY ENERGY LTD [00000-0000000-0]
Representative From : OILBOY ENERGY LTD
Agent : GHULAM MUSTAFA [10000-0000000-0]
Address : LAHORE
Issue Date : 4-Mar-2025 12:34:04 PM
Delisted On/Validity : 11-Mar-2025
Amount in Words : Three Hundred Rupees Only
Reason : IN FAVOUR OF PAKISTAN STOCK EXCHANGE LTD
Vendor Information : Ali | PB-LHR-147 | Raja Cetnre Gulberg

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔ ای اسٹامپ کی تصدیق بذریعہ ویب سائٹ، کیوآر کوڈ یا ایس ایم ایس سے کی جا سکتی ہے۔

Type "eStamp <16 digit eStamp Number>" send to 8100

ATTESTED
SYED DANISH BUKHARI ADVOCATE
Oath Commissioner, District Courts Lahore
License No. 278/Generic/K.S. 8/6/11
Expiry Date: 16-12-2025
Residential: 15-A, Main Market, Raja Centre, Gulberg-II, Lahore
Cell No. 0333-4636126

UNDERTAKING BY THE CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

WE, **FATIMA JAMIL**, THE CHIEF EXECUTIVE OFFICER AND **HINA KASHIF**, CHIEF FINANCIAL OFFICER OF OILBOY ENERGY LIMITED CERTIFY THAT;

- The offer document contains all information with regard to the issuer and the issue, which is material in the context of the issue and nothing has been concealed in this respect;
- The information contained in the offer document is true and correct to the best of our knowledge and belief;
- The opinions and intentions expressed therein are honestly held;
- There are no other facts, the omission of which makes the offer document as a whole or any part thereof misleading; and
- All requirements of the companies act, 2017, the companies (further issue of shares) regulations, 2020, the central depository company and that of PSX pertaining to the right issue have been fulfilled."

For and on behalf of
Oilboy Energy Limited

FATIMA JAMIL
CHIEF EXECUTIVE OFFICER

Dated March 3, 2025

HINA KASHIF
CHIEF FINANCIAL OFFICER

E-STAMP



ID : PB-LHR-96477CF595C8D404
Type : Low Denomination
Amount : Rs 300/-



Scan for online verification



Description : AFFIDAVIT- 4
Applicant : OILBOY ENERGY LTD [00000-0000000-0]
Representative From : OILBOY ENERGY LTD
Agent : GHULAM MUSTAFA [10000-0000000-0]
Address : LAHORE
Issue Date : 4-Mar-2025 12:32:54 PM
Delisted On/Validity : 11-Mar-2025
Amount in Words : Three Hundred Rupees Only
Reason : IN FAVOUR OF PAKISTAN STOCK EXCHANGE LTD
Vendor Information : Ali | PB-LHR-147 | Raja Cetnre Gulberg

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UNDERTAKING BY THE BOARD OF DIRECTORS (BOARD)

WE, THE BOARD OF DIRECTORS OF OILBOY ENERGY LIMITED HEREBY CONFIRM THAT:

- ALL MATERIAL INFORMATION AS REQUIRED UNDER THE COMPANIES ACT, 2017, THE SECURITIES ACT, 2015, COMPANIES (FURTHER ISSUE OF SHARES) REGULATIONS, 2020, THE LISTING OF COMPANIES AND SECURITIES REGULATIONS OF THE PAKISTAN STOCK EXCHANGE LIMITED HAS BEEN DISCLOSED IN THIS OFFER DOCUMENT AND THAT WHATEVER IS STATED IN OFFER DOCUMENT AND IN THE SUPPORTING DOCUMENTS IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT NOTHING HAS BEEN CONCEALED.
- WE UNDERTAKE THAT ALL MATERIAL INFORMATION, INCLUDING RISKS THAT WOULD ENABLE THE INVESTOR TO MAKE AN INFORMED DECISION, HAS BEEN DISCLOSED IN THE OFFER DOCUMENT.
- RIGHT ISSUE IS THE DISCRETION OF BOARD OF THE ISSUER AND IT NEITHER REQUIRE APPROVAL OF THE COMMISSION NOR THE SECURITIES EXCHANGE.
- THE DRAFT OFFER DOCUMENT WAS PLACED ON THE WEBSITE OF THE SECURITIES EXCHANGE AND THE ISSUER, IF PUBLIC COMMENTS ARE SOUGHT, ON 04.03.2025 (I.E. WITHIN 45 DAYS OF THE DATE OF ANNOUNCEMENT BY THE BOARD.
- COMMENTS FROM SECURITIES EXCHANGE AND THE SECP WERE RECEIVED ON 17.02.2025.
- THE BOARD HAS ENSURED THAT DRAFT OFFER DOCUMENT IS UPDATED IN LIGHT OF THE PUBLIC COMMENTS (IF SOUGHT), SECURITIES EXCHANGE AND SECP COMMENTS.
- THE BOARD HAS DISCLOSED ON PSX'S AND COMPANY'S WEBSITE, ALL THE COMMENTS RECEIVED ALONG WITH THE EXPLANATIONS AS TO HOW THEY ARE ADDRESSED.
- THE FINAL OFFER DOCUMENT WAS SUBMITTED TO THE COMMISSION AND PLACED ON SECURITIES EXCHANGE WEBSITE ON 04.03.2025 ALONG WITH THE BOOK CLOSURE DATES AND RELEVANT RIGHT ISSUANCE TIMELINES. (I.E. WITHIN 20 WORKING DAYS FROM THE DATE OF RECEIPT OF COMMENTS OF PSX and SECP).
- THE STATUTORY AUDITOR M/S. Iqbal Yasir & Co., Chartered Accountant OF THE ISSUER SHALL SUBMIT HALF YEARLY REPORT TO THE ISSUER REGARDING UTILIZATION OF PROCEEDS IN THE MANNER REFERRED TO IN THE FINAL OFFER DOCUMENT. THE ISSUER WILL INCLUDE THE REPORT OF THE STATUTORY AUDITOR, ALONG WITH ITS COMMENTS THEREON, IF ANY, IN ITS HALF YEARLY AND ANNUAL FINANCIAL STATEMENTS.
- THE ISSUER HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 82 OF THE COMPANIES ACT, 2017 IN CASE OF ISSUANCE OF RIGHT SHARES AT DISCOUNT TO FACE VALUE.
- NAMES OF THE DISSENTING DIRECTORS (IF ANY) ARE AS UNDER: NIL

For and on behalf of the Board of Directors


Ms. Fatima Jamil
Chief Executive Officer

ATTESTED
SVED DANISH BUKHARI ADVOCATE
District Courts Lahore
Oath Commissioner
License No. 278 Control No. 8/5/1
Renewal Date: 17-12-2022 Expiry Date: 16-12-2025
Office # 15-A, Main Market, Raja Centre, Gulberg-II, Lahore
Cell No. 0333-4636126



1. DISCLAIMER:

- In line with Companies Act, 2017 and Companies (Further Issue of Shares) Regulations, 2020, this document does not require approval of the Securities Exchange and the Securities Exchange Commission of Pakistan (SECP).
- The Securities Exchange and the SECP disclaims:
 - a. *any liability whatsoever for any loss however arising from or in reliance upon this document to any one, arising from any reason, including, but not limited to, inaccuracies, incompleteness and/or mistakes, for decisions and/or actions taken, based on this document.*
 - b. *any responsibility for the financial soundness of the Company and any of its schemes/projects stated herein or for the correctness of any of the statements made or opinions expressed with regards to them by the Company in this Offer document.*
 - c. *any responsibility w.r.t quality of the issue*
- *It is clarified that information in this Offer document should not be construed as advice on any particular matter by the SECP and the Securities Exchange and must not be treated as a substitute for specific advice.*

2. Glossary of Technical Terms & Definitions

Issuer	Oilboy Energy Limited
Act	Companies Act, 2017
CDC	Central Depository Company of Pakistan Limited
Commission/SECP	Securities and Exchange Commission of Pakistan
NCCPL	National Clearing Company of Pakistan Limited
PSX / Stock Exchange	Pakistan Stock Exchange Limited
Pyrolysis	Pyrolysis is the heating of an organic material, such as biomass, in the absence of oxygen
Regulations	The Companies (Further Issue of Shares) Regulations, 2020



1. Salient Features of the Right Issue

i. Brief Terms of the Right Issue

a) Description of the Issue	R2 – 100.00% Right Issue of Ordinary Shares at issue price of Rs. 10.00 (including premium of Rs. Nil per Share) i.e. 100 right ordinary shares for every 100 ordinary shares held by the shareholders of the Company.
b) Size of the proposed issue	Rs. 250,000,000 divided into 25,000,000 Ordinary Shares of the Company to be offered at issue price of Rs. 10.00 (i.e. at face/par value)
c) Face value of the Ordinary Share	PKRs. 10/- per Ordinary Share
d) Basis of determination of price of the right issue	Current market price of Ordinary Share is Rs. 11.00 (December 27, 2024). However, management of the Company has decided to offer the right share at face/nominal value of Rs. 10.00 per share.
e) Proportion of new issue to existing issued shares with condition, if any	The quantum of the Right Issue is 100.00% of the existing paid-up capital of the Company i.e. 100.00 right shares for every 100 ordinary shares held by the shareholders of the Company
f) Date of meeting of board of directors (BoD) wherein the right issue was approved	December 27, 2024
g) Names of directors attending the BoD meeting	<ul style="list-style-type: none"> • Mr. Farhan Abbas Sheikh • Ms. Fatimah Jamil • Mr. Muneeb Ahmed Khan • Mr. Saad Liaquat • Mr. Abdul Ghaffar
h) Brief purpose of utilization of right issue proceeds	The purpose of the Issue is to finance a project for Bio Oil from Pyrolysis i.e. Waste to Energy Through "Fast Pyrolysis". Proposed plant is based on fast pyrolysis is a waste-to-energy process that quickly heats organic waste without oxygen, producing bio-oil, syngas, and char for energy and other uses.
i) Purpose of the Right Issue - Details of the main objects for raising funds through present right issue.	The funds generated from the further issue of capital will be utilized in the new business venture that includes building, plant and machinery, furniture, equipment, working capital requirement etc. Timelines of the Project... Total duration of Project (to start production) is (10) months i.e. by end of October 31, 2025. Capacity – 3,800 ~ 4,000 tonnes p.a. (inclusive of byproducts)
j) Minimum level of subscription (MLS)	100% The Right Issue would be underwritten as per requirements of the applicable regulations



k) "Application Supported by Blocked amount" (ASBA) facility, if any, will be provided for subscription of right shares	Not Applicable No option is being provided
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ii. Principal Purpose of the Issue and funding arrangements:

a) Details of the principal purpose of the issue.

The funds generated from the further issue of capital will be utilized as aforementioned.

Utilization of Proceeds:

Funds Required for	Rs.
The funds generated from the further issue of capital will be utilized in the new business venture	250,000,000
	250,000,000

Utilization of Proceeds

:

	Rs.	%
Building	50,000,000	10.42%
Plant and Machinery*	360,000,000	75.00%
Furniture and Fixtures	20,000,000	4.17%
Office Equipment	20,000,000	4.17%
Computer and Accessories	10,000,000	2.08%
Vehicles	20,000,000	4.17%
	480,000,000	
Less:		
Supplier Credit**	(252,000,000)	
Net requirement	228,000,000	
For Working Capital/Contingencies	22,000,000	
Right Proceeds	250,000,000	
- Right Issue	250,000,000	49.80%
- Supplier Credit	252,000,000	50.20%
	502,000,000	

*Plant and machinery includes but not limited to Waste Reception & storage, Feed System, Pyrolysis Reactors, Heat System, First Catalyst, Cyclone, Gas pre-heaters, Main Catalytic Reactors, Hydrocracking Oil Distillation Column, Heat Exchangers Mineral based purification, Membrane, CO2 by-product, Carbon Char and Solids, Chimney, Stack, IoT software, controls etc.

**Lokus Energy Limited (LOKUS), a UK based company with global presence, is a manufacturing company, specialized in manufacturing of waste to energy plants on industrial-scale to recycle all types of mixed wastes & biomass with zero waste & zero emissions performance. Producing cleaner, sustainable & cost-effective energy by recycling of the wastes. Our technology



offers sustainability & reduce carbon emissions significantly. Industrial-scale plant has been developed with advanced biofuel technology to process all types of waste & biomass to produce bio fuel and byproducts. Total contracted amount is GBP 1.00 million and it has to be paid as follows:

Year	Payment	Outstanding
2025	30%	70%
2026	30%	40%
2027	40%	0%

Detailed Business Plan is attached herewith as Annexure-D (as already disseminated with the Right Issue Announcement on December 27, 2024).

b) Additional disclosures relating to purpose of the issue shall be made in case of the following:

<ul style="list-style-type: none"> If purpose of the issue is to finance a project 	<p>The purpose of the Issue is to finance a project for Bio Oil from Pyrolysis i.e. Waste to Energy Through "Fast Pyrolysis". Contract with the supplier is kept at www.obel.com for inspection and review. Proposed plant is based on fast pyrolysis is a waste-to-energy process that quickly heats organic waste without oxygen, producing bio-oil, syngas, and char for energy and other uses. LOKUS will provide installation & operation services coupled with repair & maintenance services for the initial years.</p> <p>1 - This project has inbuilt electricity generation whereby syngas produced as a byproduct can be recycled for the electricity generation. This will entail major saving in the operational cost and makes the project viable.</p> <p>2-06 acre land (lease-hold) is available at Lahore-Sheikhupura Road, Sheikhupura. Covered area required (for building and structure) is approximately 18,000~20,000 square feet. Partial structure is available at the site. It is estimated that Rs. 50.00 million is required to articulate the structure according to the plant.</p> <p>3 - Biodiesel is an alternative to diesel fuel made from natural, renewable resources. Biodiesel can be used in its pure form (B100) or blended with petroleum diesel in various percentages. The most common blends are B2 (2% biodiesel), B5, and B20 (20% biodiesel). Biodiesel is biodegradable, nontoxic, and causes less air pollution than diesel. It's also compatible with existing vehicle engines and can be used in a variety of applications, including on-road vehicles, mining, forestry, construction, agriculture, and marine industries. However, in the initial period, Company is targeting the following market:</p> <p>a. Agro-market : that includes small generators (for tube-wells) and tractors etc.</p> <p>b. Others : Small generators</p> <p>4 - Fast pyrolysis is a thermal process that breaks down biomass into liquid, solid, and gaseous products in the absence of oxygen. Fast pyrolysis is the rapid heating of biomass to a high temperature, at a very fast heating rate, in the absence of oxygen. It utilizes heat to decompose bio polymeric fractions under inert environment, ambient pressure at a temperature range of 450–500 °C within a short gas residence time (~1s). resultant output can be characterized as under:</p> <p>a) Bio-oil : A dark brown liquid with a high heating value that can be used as fuel in engines and boilers.</p> <p>b) Solid char and Bitumen : Solid products.</p> <p>c) Pyrolytic gas/ Syngas : A gaseous product.</p> <p>The process involves :</p> <p>Drying: The biomass is dried to less than 10% moisture.</p> <p>Grinding: The biomass is ground into fine particles.</p>
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	<p>Rapid heating: The biomass is rapidly heated to a high temperature, typically between 350–600°C, with a residence time of around 2 seconds.</p> <p>Quenching: The products are quickly cooled and condensed.</p> <p>Timelines of the Project... Total duration of Project (to start production) is (10) months i.e. by end of October 31, 2025.</p> <p>Agreement is signed with the Lokus Energy Limited (LOKUS), a UK based company with global presence, is a manufacturing company, specialized in manufacturing of waste to energy plants on industrial-scale to recycle all types of mixed wastes & biomass with zero waste & zero emissions performance. Producing cleaner, sustainable & cost-effective energy by recycling of the wastes. Our technology offers sustainability & reduce carbon emissions significantly. Industrial-scale plant has been developed with advanced biofuel technology to process all types of waste & biomass to produce bio fuel and byproducts.</p> <p>Name of Company – Lokus Energy Limited Address - 12 Spring St, Accrington, BB5 0HF, UNITED KINGDOM Nature of Business – As given above Registration No. - 12796583 Net Worth – GBP 6.64 million Paid up share capital- GBP 6.00 million Revenue – GBP 13.00 million</p>
• If purposes of the issue is to purchase Plant/ Equipment/ Technology	Not Applicable
• If the purpose of the issue is to acquire Land	Not Applicable
• If the purpose of the issue is to acquire intangible assets	Not Applicable
• If purpose of the issue is loan/debt repayment	Not Applicable
• If purposes of the issue is BMR/investment in greenfield project	Not Applicable
• If purpose of the issue is to finance working capital	Not Applicable

Additional information:

	<u>Rs.</u>
Total Cost required for the Project	480,000,000
Source of Funding	
- Right Issue	250,000,000
- Supplier Credit	252,000,000
Status of Debt Financing, if any	Nil
Working Capital Requirement of the Project	22,000,000
Stock in trade	19,170,230
Trade receivables	9,775,703
Trade and other payables	(6,945,932)
Location of the Project	



06 acre land (lease-hold) is available at Lahore-Sheikhupura Road, Sheikhupura. Covered area required (for building and structure) is approximately 18,000~20,000 square feet. Partial structure is available at the site. It is estimated that Rs. 50.00 million is required to articulate the structure according to the plant.

Capacity :

Plant Type	Fast Pyrolysis
Capacity	3,800 ~ 4,000 tonnes p.a. (inclusive of byproducts)
Manpower required	30~40 persons
Electricity requirement	< One megawatt in the initial periods

Other Assumptions

Days in receivables	in no. of days	15
Days in inventory	in no. of days	30
Days in trade payables	in no. of days	15

iii. **General Requirement** - **Not Applicable**

iv. **Financial effects arising from right issue -**

Impact on Share Capital

		Before Right	After Right
Authorized Capital	Rs.	1,600,000,000	1,600,000,000
Issued, subscribed and paid up capital	Rs.	250,000,000	500,000,000
Unappropriated profit/(loss)	Rs.	(187,069,740)	(169,569,740)
Shareholders' equity	Rs.	62,930,260	330,430,260
Book Value	Rs./share	2.52	6.61
Gearing ratio	times	0.93	0.94
Production capacity	Tonnes	-	3,800 ~ 4,000
Market Share	%	-	Negligible

It is expected that Company will be out of **RED** at the end of this year from the existing operations.

v. **Total expenses to the issue (provisional)**

	Rs.
Consultant to the Issue	3,000,000
Underwriting Commission	2,000,000
Bankers' to the Issue	750,000
Others	1,250,000

7,000,000



vi. Details of underwriters

Name of Underwriter	Amount in Rs. Underwritten	Associated Company / Associated Undertaking of the Issuer
Dawood Securities Limited	125,000,000	No
Adam Securities Limited	43,065,480	No
	168,065,480	

vii. Commitments from substantial shareholders/directors:

Commitments are received as under:

Name	Status	Holding	Right Entitlement	Commitment
		Nos.	Nos.	Rs.
Oilboy (Private) Limited*	Associated Company	1,382,872	1,382,872	13,828,720
Farhan Abbas Sheikh	Chairman/Director	6,808,080	6,808,080	68,080,800
Fatima Jamil Sheikh*	CEO/Director	1,250	1,250	12,500
Farkhanda Abbas*	Director	1,250	1,250	12,500
		8,193,452	8,193,452	81,934,520

*Mr. Farhan Abbas Sheikh will subscribe the right issue on behalf of shareholders.

viii. Fractional shares

Fractional shares, if any, shall not be offered and all fractions less than a share shall be consolidated and disposed of by the company and the proceeds from such disposition shall be paid to such of the entitled shareholders as may have accepted such offer;

ix. Important Dates:

Date of credit of unpaid Rights into CDC in Book Entry Form	March 25, 2025
Dispatch of Letter of Right (LOR) to physical certificate-holders	March 26, 2025
Intimation to Stock Exchange (s) for dispatch of physical Letter of Rights	March 26, 2025
Commencement of trading of unpaid Rights on the Pakistan Stock Exchange Limited	March 27, 2025
Last date for splitting and deposit of Requests into CDS	April 09, 2025
Last date of trading of Rights Letter	April 18, 2025
Last date for acceptance and payment of certificates in CDC and physical form - Last payment date	April 25, 2025
Allotment of shares and credit of book entry of Shares into CDC	May 09, 2025
Date of dispatch of physical share certificates	May 23, 2025

3. Subscription Amount Payment procedure:



- i. Payment as indicated above should be made by cash or crossed cheque or demand draft or pay order made out to the credit of “**Oilboy Energy Limited-Right Shares Subscription Account**” through any of the authorized branches of **Faysal Bank Limited** on or before **April 25, 2025** along with this Right Subscription Request* duly filled in and signed by the subscriber(s).
- ii. Right Subscription Request can be downloaded from www.Obel.com.pk
- iii. In case of Non-Resident Pakistani / Foreign shareholder, the demand draft of equivalent amount in Pak Rupees should be sent to the Company Secretary, **Oilboy Energy Limited** at the registered office of the issuer along with Right Subscription Request (both copies) duly filed and signed by the subscriber(s) with certified copy of NICOP / Passport well before the last date of payment.
- iv. All cheques and drafts must be drawn on a bank situated in the same city where Right Subscription Request is deposited. Cheque is subject to realization.
- v. The Bank will not accept Right Subscription Request delivered by post which may reach after the closure of business on **April 25, 2025**, unless evidence is available that these have been posted before the last date of payment.
- vi. Payment of the amount indicated above to the issuer’s Banker(s) to the issue on or before **April 25, 2025** shall be treated as acceptance of the Right offer.
- vii. After payment has been received by the Company’s banker(s), the Right Securities will be credited into respective CDS Accounts within 14 business days from the last payment date. Paid Right Subscription Request will not be traded or transferred.

4. Profile of Management and Sponsors

Sr.	Names of Director	Address	Brief Profile	Directorship held in other Companies
1	Farhan Abbas Sheikh Non-Executive Director/ Charirman	X Park View, H. No. 53-A, Phase 8, DHA, Lahore Cantt, Lahore	Chairman of the Board Oilboy Energy Limited. Leading the professional team of Sunny Group of Companies consists of different companies running under the umbrella of the group having diversity between their business models. Oilboy, French Corner, EMC, Food Partners, Value Exchange and Flow Logistics. He was a professional banker in his early career, has been associated with national and international banking organizations. He has had outstanding experience with leading banks such as Deutsche Bank, Singapore Bank (assigned in Pakistan), Habib Bank Ltd. And Barclay’s Bank International, Dubai. He returned to Pakistan in 2011 and became a full-time entrepreneur through partnership in Gas & Oil Pakistan Ltd. Under his leadership the company grew tremendously. His educational qualifications include BCs, BSc Finance, MBA & LLB.	<ul style="list-style-type: none"> ▪ Oilboy (Private) Limited ▪ The Corner Stores (Private) Limited ▪ Express Maintenance (Private) Limited ▪ Energy Trader AOP ▪ Alpha Investment
2	Fatima Jamil Sheikh Chief Executive Officer/ Executive Director	H. No. 67/2, St. No. 04, Khayaban E Badban DHA-5, Karachi	Fatima Jamil Sheikh has 15 years of professional experience under her belt. She has led many successful projects, her profile consists of working with big names like IBM, Siemens, British Tobacco, Shell, Habib Group of Companies, Honda Atlas, Ali Gohar Pharmaceuticals and Pakistan Petroleum and national and global template rollouts. She has been double hating and performing two roles with SGC. In the capacity of director, she manages and leads the entire Corner Store and as the head of people excellence she supervises and manages the entire HR function for the group. Her qualifications and professional qualifications include MBA (MIS) and SAP certification.	<ul style="list-style-type: none"> ▪ The Corner Stores (Private) Limited ▪ Energy Trader AOP ▪ Ask AI ▪ Food Partners

OILBOY

ENERGY LIMITED

3	Mr. Muneeb Ahmad Khan Non-Executive Director	House No. 102A, Architect Engineers Housing Society, Lahore	Working as Chief Operating Officer, Project & Business Head and Analyst in SGC. Sunny Group of Companies consists of different companies running under the umbrella of the group having diversity between their business models. Oilboy, French Corner, EMC, Food Partners, Value Exchange and Flow Logistics. Performance-oriented Professional with sound experience in project and business development, commercials, financial reporting, taxation, corporate compliance, relationship management, audit and ERP and artificial intelligence project Implementation.	<ul style="list-style-type: none"> Kaizen Resources (Private) Limited
4	Mr. Saad Liaquat Independent Director	House No. 4, Sector B, Mohallah Sukh Chain Avenue, DHA 2, Islamabad	Saad is the Chief Technology Officer at SOFTOO and CEO of Cinco Rios, specializing in innovative solutions in IoT, digital media, and fintech. He also leads SLKIANI Associates, advising public sector organizations on open-source software. With two decades of experience, he has secured funding for over 50 projects in healthcare, transport, and public safety. Saad holds a PhD in Computer Science and has published over 50 research papers, contributing to significant projects funded by leading research councils.	<ul style="list-style-type: none"> Cinco Rios Pvt Ltd SLKIANI Associates Pvt Ltd
5	Mr. Abdul Ghaffar Non-Executive Director	Flat # 183-D, Block-N, Model Town Extension Lahore.	Abdul Ghaffar is a procurement and supply chain specialist with over 15 years of experience in managing procurement processes and optimizing supply chains. Currently serving as AGM at OilBoy private limited, he oversees the procurement of local and imported materials and implements ERP systems to enhance efficiency. Previously, he held key roles at City Schools (Pvt) Ltd and Riaz Bottlers (Pepsi Cola), where he successfully managed diverse procurement needs. He holds an m. Com in finance and is proficient in oracle ERP and MS Office, demonstrating a strong commitment to improving supply chain performance and internal controls.	<ul style="list-style-type: none"> Flow Logistics
6	Mr. Muhammad Usman Shaukat Independent Director	Ashiana Chishtia, Sheikhpura	Dr. Muhammad Usman Shaukat is a product development expert with 10 years of experience in industrial IoT, blockchain, and generative AI. As co-founder of Cinco Rios, he specializes in product design and business optimization. He has consulted on energy management systems and public safety projects, holding a PhD in Quantum Electronics from the University of Leeds. His skills encompass market research, technology selection, and system deployment.	<ul style="list-style-type: none"> On Board Entertainment Systems (OBES) private limited
7	Farkhanda Abbas Non-Executive Director	X Park View, H. No. 53-A, Phase 8, DHA, Lahore Cantt, Lahore	An esteemed businesswoman with a high business acumen and expertise in leading high performing teams. She has been working with OilBoy (Private) Limited and Flow logistics for the last four years in a director's capacity and both the companies have seen great growth in her direction.	
Management				
1	Inam Ullah Company Secretary	30 Mall Mansion Mall Road Lahore	Mr. Inam Ullah is a dedicated legal professional with over 13 years of experience and a law degree from Bahaudin Zakariya University. He currently serves as the Group Company Secretary and Head of Legal at LSE Group, where he expertly manages legal and regulatory challenges. His extensive background includes civil litigation, arbitration, and corporate law, gained through his work at leading law firms. Inam has also held significant roles on the boards of various companies, including Oilboy Energy Limited and Amber Capacitors Limited, reflecting his strong commitment to the legal and capital markets sectors.	
2	Hina Kashif CFO	House No. 139A, Mohallah	Hina Kashif is a finance professional with extensive experience in corporate banking and financial management, currently serving as GM	



		Tariq Garden, Lahore	Finance at Oilboy (Private) Limited since 2018. She holds a B.Com from Hailey College of Commerce and has previously worked as Assistant Manager of Sales Tax at Diamond Fabrics Limited and Assistant Manager of Finance at Sapphire Electric Company Limited. Hina is skilled in managing funds, preparing financial reports, and ensuring compliance with regulations. She is proficient in various software applications and has participated in professional development workshops. References are available upon request.	
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5. Details of the Issuer

i. financial highlights of issuer for last three years

		June 30, 2024	June 30, 2023	June 30, 2022
Equity	Rs.	62,930,260	95,351,362	(34,880,954)
Non-current liabilities	Rs.	45,040,944	42,078,658	-
Current liabilities	Rs.	13,511,256	33,582,584	90,960,558
Equity and liabilities	Rs.	121,482,460	171,012,604	56,079,604
Non-current assets	Rs.	91,922,750	83,090,894	32,031,564
Current assets	Rs.	29,559,710	87,921,710	24,048,040
Total assets	Rs.	121,482,460	171,012,604	56,079,604
		-	-	-
Shares outstanding	Nos.	25,000,000	25,000,000	10,000,000
Book value	Rs./share	2.52	3.81	(3.49)
EPS	Rs./share	(1.30)	(0.54)	(5.98)
Cash dividend	Rs./share	-	-	-
Bonus issue	%	-	-	-
Debt-equity ratio	times	0.93	0.79	(2.61)
Current ratio	times	2.19	2.62	0.26
Sales net	Rs.	206,376,426	100,468,799	52,051,548
Gross profit	Rs.	(4,787,063)	2,331,255	7,242,926
Net profit	Rs.	(32,421,102)	(13,054,457)	(61,635,581)
Accumulated profit	Rs.	(187,069,740)	(154,648,638)	(134,880,954)

ii. financial highlights for preceding one year of consolidated financial statements

Not Applicable

iii. Detail of issue of capital in previous five years –



Declaration of Right Issue	Last Date of Payment	Size of the Issue (Nos.)	Size of the Issue %	Size of the Issue in Rs.	Right Price Rs./share	Status
May 12, 2022	July 05, 2022	15,000,000	150%	150,000,000	10.00	Subscribed

The purpose of the Issue was for the Working Capital Requirement related to Trading Activities of Coal, Lubes, LPG and other Energy Products and repayment of issue expenses, trade and other liabilities as described in the “Revival Business Plan” that was approved by the shareholders in their annual general meeting held on October 22, 2021.

- iv. Average market price of the share of the issuer during the last six months is Rs. 7.07 per Share.
- v. Share Capital and Related Matters
 - i. Pattern of shareholding of the issuer in both relative and absolute terms (as on June 30, 2024).

Category of Shareholders	Shares Held	% of Holding
Directors, CEO and their spouse and dependent children	6,810,584	27.24%
Associated Companies, undertakings and related parties	1,382,872	5.53%
Banks, DFI and NBFI	123,400	0.49%
Insurance Companies	-	0.00%
Modarabas and Mutual Funds	-	0.00%
General Public Local	16,423,339	65.69%
Executives	4,500	0.02%
Others	121,400	0.49%
Joint Stock Companies	133,905	0.54%
Total	25,000,000	100.00%

- ii. Details and shareholding of holding company, if any. **NOT APPLICABLE**
- vi. Group Structure along with respective shareholding in subsidiaries and associates.

Name of Company	Relationship	No. of Shares Outstanding
Oilboy (Private) Limited	associate	10,000,000

Category of Shareholders	Shares Held	% of Holding
Farhan Abbas Sheikh	9,500,000	95.00%
Yawar Abbas	500,000	5.00%

6. Risk Factors

Risk as envisaged by the issue	Proposals, if any, to address the risk	Internal risk / External risk	Remarks
Under Subscription Risk	The Right Issue is underwritten as per requirements of the applicable regulations. Due to this factor, there appears to be somewhat minimal investment risk associated with the Right Issue.	External	Although, current price of the share is PKR 9.97 per share (as on February 17, 2025) i.e. under face value (or issue price) but the Issue is underwritten.
Performance Risk & Risk associated with the Supplier Credit and terms and conditions thereof	Plant will be imported from LOKUS. There can be a risk of delay in commercial operations/production. There is also risk that plant may not	External	Lokus Energy Limited (LOKUS), a UK based company with global presence, is a manufacturing company, specialized in manufacturing of waste to energy plants on industrial-scale to recycle all types of



And Risk associated with LOKUS for the installation of plant and machinery	perform according to the planned efficiencies.	mixed wastes & biomass with zero waste & zero emissions performance. Contract with the supplier is kept at www.obel.com for inspection and review. In the agreement, the Supplier undertakes to design, manufacture, delivery, civil works, health & safety, setting company code of conduct, policy & procedures, erection of the plant, testing, trials, training, start up, plant day to day operations, sourcing feedstocks, sales of the end products, repair & maintenance etc. and proper coverage and indemnities are made in the contract for non-performance and its consequences
Project Risk	There can be a risk of delay in commercial operations/production due to many reasons beyond the control of the management of the Company or project costs may be escalated due to inflationary pressure or due to the factors not envisaged or beyond the control of the management of the Company.	Internal Management of the Company will make every effort to complete the project in time.

- i. All possible risk factors relating to business of the company, the project, technology, competition, suppliers, consumers, industry, liquidity, regulatory, changes in Govt. policies, law and order situation, capital market, pending litigations, defaults etc. shall be disclosed.

Some challenges with fast pyrolysis include:

- a. Liquid collection
The liquid product is often in the form of aerosols rather than a true vapor, making collection difficult.
- b. Vapor/aerosol concentration
In fluid bed type systems, the vapor/aerosol concentration can be low, making product separation difficult.
- c. Supply chain (raw material) needs to be managed which is mainly unorganized and cash based.
- d. Bio-fuel as an alternative for vehicles and generators etc. requires approvals and certifications from OEMs which is time consuming and difficult task.

However, technical support is available from LOKUS who will provide installation & operation services coupled with repair & maintenance services for the initial years. Moreover, supply chain of raw material will be managed by the Company.

- ii. Additional risk factors relating to the following areas shall necessarily be disclosed in the offer document, wherever applicable: Approvals that are yet to be received by the issuer; Seasonality of the business;
- a. Fuel Business requires Licenses from multiple agencies which may take time or the existing licenses may not be transferred in time.
 - b. Plant and Machinery will be imported from LOKUS and payment will be made within 02 years of period. Thus, Foreign Exchange Risk is involved i.e. Pak rupee may be depreciated vis-à-vis US\$.
 - c. The economic and market condition may not be conducive at the time when the business activities begin.



- d. Risk of under-subscription of the right issue. However, underwriting arrangement is made by the Company.
- iii. Risk associated with orders not having been placed for plant and machinery in relation to the principal purpose of the issue;

Agreement has been signed with the Lokus Energy Limited (LOKUS). So no such risk is minimal.

- iv. Lack of experience of the Management to run the business;

The funds generated from the further issue of capital will be utilized in the new business venture i.e. project for Bio Oil from Pyrolysis i.e. Waste to Energy through "Fast Pyrolysis". Although this is new business venture but technical support is available from LOKUS who will provide installation & operation services coupled with repair & maintenance services for the initial years.

- v. If the issuer has incurred losses in the last three financial years;

		June 30, 2024	June 30, 2023	June 30, 2022
Net profit	Rs.	(32,421,102)	(13,054,457)	(61,635,581)

Management/sponsors of the Company is committed to provide requisite financial backup to the Company.

- vi. Dependence of the issuer or any of its business segments upon a single customer or a few customers

Not Applicable

- vii. Loans, if any, taken by the issuer and its subsidiaries that can be recalled at any time.

Not Applicable

- viii. In case of outstanding debt instruments, any default in compliance with the material covenants;

Not Applicable

- ix. Default in repayment of loan by the issuer and associated group companies, if any.

Not Applicable

- x. Potential conflict of interest of the Sponsors, substantial shareholders or directors of the issuer if involved with one or more ventures which are in the same line of activity or business as that of the issuer.

Not Applicable

- xi. Excessive dependence on any key managerial personnel for the project for which the issue is being made.

Not Applicable

- xii. Any material investment in debt instruments by the issuer which are unsecured.

Not Applicable

- xiii. Pending legal Proceeding against the issuer and associated group companies, which could have material adverse comments.

Nil



- xiv. Negative cash-flow from operating activities in the last three preceding financial years.

	June 30, 2024	June 30, 2023	June 30, 2022
	Rs.	Rs.	Rs.
Net cash used in operating activities	24,826,962	(51,693,038)	658,757

Management/sponsors of the Company is committed to provide requisite financial backup to the Company. **Therefore, no such risk exists.**

- xv. Any restrictive covenant that could hamper the interest of the equity shareholders

Not Applicable

- xvi. Low credit rating of the Issuer.

Not Applicable

- xvii. Dependence of the issuer or any of its business upon a single customer or few customers, loss of any one or more may have material adverse effect on the issuer.

Not Applicable

- xviii. Any portion of the issue proceed that is proposed to be paid by the issuer to the sponsors, directors or key management personnel of the issuer.

Not Applicable

Declaration:

NOTE: IT IS STATED THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, ALL MATERIAL RISK FACTORS HAVE BEEN DISCLOSED AND THAT NOTHING HAS BEEN CONCEALED IN THIS RESPECT.

FATIMA JAMIL
CHIEF EXECUTIVE OFFICER

7. Legal proceedings

- i. Any outstanding legal proceeding other than the normal course of business involving the issuer, its sponsors, substantial shareholders, directors and associated companies, over which the Issuer has control, that could have material impact on the issuer.

Nil

- ii. Action taken by the securities exchange against the issuer or associated listed companies of the issuer during the last three years due to noncompliance of the regulations.

Nil

- iii. Legal proceedings be summarized in the following format:

Legal Order dated	Issuing Authority	Tax Period, if any	Order Amount/ Financial Impact (PKR Mn)	Current Status	Management's Stance



There are no contingencies/ legal proceeding against the Company

Signatories to the Offer document:

For and on behalf of
Oilboy Energy Limited

FATIMA JAMIL
CHIEF EXECUTIVE OFFICER

HINA KASHIF
CHIEF FINANCIAL OFFICER

Annexure-D

BUSINESS PLAN

**OILBOY ENERGY LIMITED
BIO OIL FROM PYROLYSIS
WASTE TO ENERGY THROUGH "FAST PYROLYSIS"**

Background:

Oilboy Energy Limited was registered on June 28, 1993, under the repealed Companies Ordinance, 1984 (now the Companies Act, 2017) as a private limited company in Pakistan and subsequently converted into public limited liability company as on Jun9, 1994. The shares of the Company are quoted on Pakistan Stock Exchange Limited (PSX).

The primary business of the Company is to deal in the fuel and energy supplies business.

PSX Trading Symbol : OBOY
Market Price : Rs. 9.42 per Share (as on December 26, 2024)
Trading Status : Active
Registered Office : 5A/1, Gulberg 3, Off M.M. Alam Road, Lahore
Gas Station : 42Km Lahore-Sheikhupura Road, Sheikhupura
Registrar : Digital Custodian Company Limited, 4-F, Perdesi House, Old Queens Road, Karachi
Auditor : Yasir Iqbal & Co, Chartered Accountants

Financial Analysis :

	2024		2024
	Rs.		Rs.
Non-current assets		Non-current liabilities	
Property & equipment	8,862,155	Lease liabilities	45,040,944
Capital work in progress	3,450,000		45,040,944
Intangibles	2,040,347	Current liabilities	
	37,904,56	Trade and other payables	10,659,050
Right of use assets	3	Due to related parties	2,220,975
Long term security deposits	614,314	Unclaimed dividend	631,231
Deferred cost	4,743,174		13,511,256
	34,308,19	Total liabilities	58,552,200
Deferred taxation	7		
	91,922,75	Net assets	62,930,260
	0	Represented by	
Current assets		Issued, subscribed and paid-up capital	250,000,00
Stock in trade	10,618,68		0
Advances and prepayments and others	2		(187,069,74
	6,287,893	Unappropriated profit/(loss)	0)

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+92-4235771778-9 info@obel.com.pk

www.obel.com.pk



Cash and bank balances	12,653,135	Shareholders' equity	62,930,260
	29,559,710		
	121,482,460		
Total assets	60		

The financial position of the Company is relatively weak. However, management of the Company is committed to turn-around the Company and currently engaged in the following businesses:

1. Trading in local and imported coal.
2. Operating gas (petrol) station on leasehold land at Lahore-Sheikhupura Road, Sheikhupura.

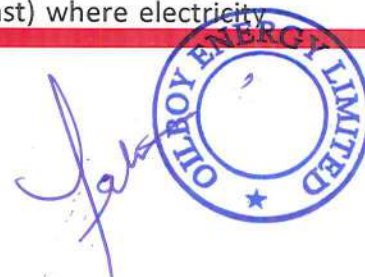
Apart from running above businesses, the management of the Company has decided to enter into biodiesel (and allied byproducts) market with the following premises:

- I. Process Type : Waste to Energy through "Fast Pyrolysis"
- II. Input required : Wastes that includes but not limited to the following:
 - a. Municipal Solid Waste –RDF (Residual Derived Fuel).
 - b. Biomass.
 - c. Agriculture waste.
 - d. Animal & Medical Waste By-Products.
 - e. Paper, Wood and Foods.
 - f. Coal and Oil Sludge.
 - g. Plastic, Tires, Textile & Carpet

Combination of raw material can be used, and these wastes (raw material) are widely available in Lahore/Sheikhupura and surrounding area (site). Only the supply chain needs to be channelized/streamlined as this sector is unorganized and cash based.

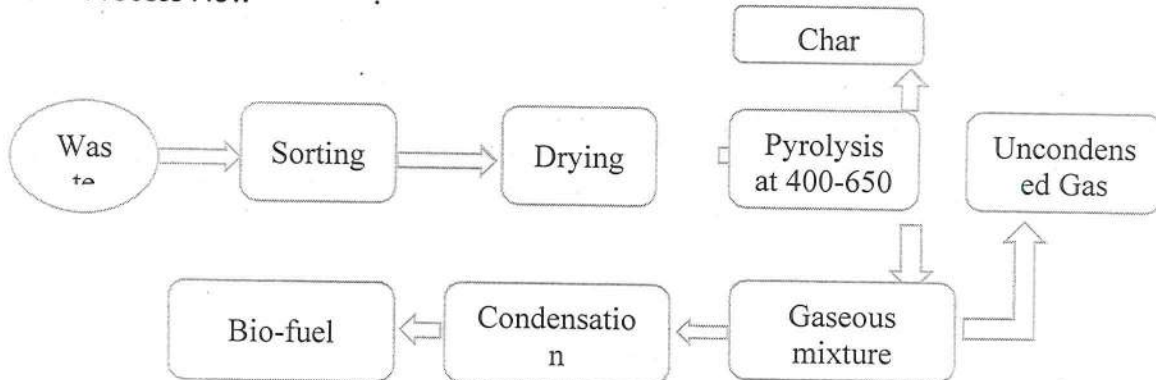
- III. Output expected : Following output (products/ byproducts) is expected from the process that includes the following:
 - a. Biodiesel
 - b. Bio char
 - c. Bitumen
 - d. Syngas

Biodiesel, bio char and bitumen will be extracted for sale. However, Syngas will be extracted and channelized for the electricity generation (required for Pyrolysis process). Although the efficiency of Syngas is less (as compared to natural gas) but still it can cater to 70%~75% requirement. This is one of the advantages of the Pyrolysis process (fast) where electricity



requirements can be fulfilled through internal generation. Requisite turbines and auxiliary equipment (for electricity generation) are inbuilt in the proposed plant.

IV. Process Flow :



The furnace is made air-tight and is heated electrically. Fast Pyrolysis is performed under a vacuum. A centrifugal pump is to create and maintain the vacuum inside the pyrolyzer. The temperature of pyrolyzer varies from 400-650 °C. The fluid (mixture of liquid and gas) is allowed to come out through vacuum line set at one side of the pyrolyzer. The fluid from the pyrolyzer is condensed in a series of ice-cooled condensers and biofuel is obtained.

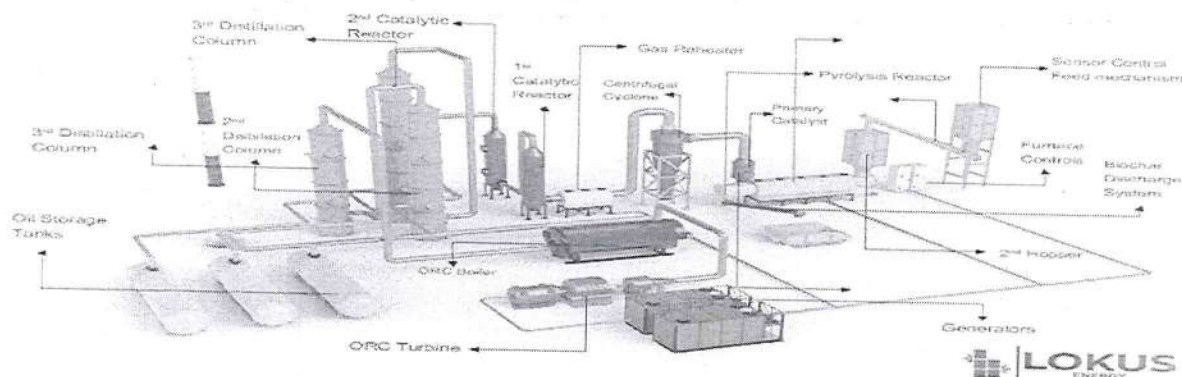
V. Plant and Machinery : Fast pyrolysis is a thermal process that breaks down biomass into liquid, solid, and gaseous products in the absence of oxygen. Fast pyrolysis is the rapid heating of biomass to a high temperature, at a very fast heating rate, in the absence of oxygen. It utilizes heat to decompose bio polymeric fractions under inert environment, ambient pressure at a temperature range of 450–500 °C within a short gas residence time (~1s). resultant output can be characterized as under:

- | | |
|---------------------------|--|
| a. Bio-oil | : A dark brown liquid with a high heating value that can be used as fuel in engines and boilers. |
| b. Solid char and Bitumen | : Solid products. |
| c. Pyrolytic gas/ Syngas | : A gaseous product. |

The process involves :

Drying: The biomass is dried to less than 10% moisture.
Grinding: The biomass is ground into fine particles.
Rapid heating: The biomass is rapidly heated to a high temperature, typically between 350–600°C, with a residence time of around 2 seconds.
Quenching: The products are quickly cooled and condensed.

The proposed plant is based on fast pyrolysis, a waste-to-energy process that quickly heats organic waste without oxygen, producing bio-oil, syngas, and char for energy and other uses. LOKUS will provide installation & operation services coupled with repair & maintenance services for the initial years.



VI. Land and Building : 06-acre land (leasehold) is available at Lahore-Sheikhupura Road, Sheikhupura. The covered area required (for building and structure) is approximately 18,000~20,000 square feet. Partial structure is available at the site. It is estimated that Rs. 50.00 million is required to articulate the structure according to the plant.

VII. Sales and Distribution : Biodiesel is an alternative to diesel fuel made from natural, renewable resources. Biodiesel can be used in its pure form (B100) or blended with petroleum diesel in various percentages. The most common blends are B2 (2% biodiesel), B5, and B20 (20% biodiesel). Biodiesel is biodegradable, nontoxic, and causes less air pollution than diesel. It's also compatible with existing vehicle engines and can be used in a variety of applications, including on-road vehicles, mining, forestry, construction, agriculture, and marine industries. However, in the initial period, Company is targeting the following market:

- a. Agro-market : that includes small generators (for tube-wells) and tractors etc.
- b. Others : Small generators

Right Issue and Fund Raising :

Shares Outstanding	Nos.	25,000,000
Right Issue	Nos.	25,000,000
Right Issue	Rs.	250,000,000
Right Issue	%	100%
Par/nominal Value	Rs./share	10.00
Right Price	Rs./share	10.00
Share Premium	Rs./share	-

Utilization of Proceeds :

	Rs.
Building	50,000,000
Plant and Machinery	360,000,000
Furniture and Fixtures	20,000,000
Office Equipment	20,000,000
Computer and Accessories	10,000,000
Vehicles	20,000,000
	480,000,000
Less :	
Supplier Credit	(252,000,000)
Net requirement	228,000,000
For Working Capital/Contingencies	22,000,000

Risk Factors and Mitigants

- I. Some challenges with fast pyrolysis include:
 - a. Liquid collection
The liquid product is often in the form of aerosols rather than a true vapor, making collection difficult.
 - b. Vapor/aerosol concentration
In fluid bed type systems, the vapor/aerosol concentration can be low, making product separation difficult.
 - c. The supply chain (raw material) needs to be managed, which is mainly unorganized, and cash based.
 - d. Biofuel as an alternative for vehicles and generators etc. requires approvals and certifications from OEMs which is a time consuming and difficult task.

However, technical support is available from LOKUS who will provide installation & operation services coupled with repair & maintenance services for the initial years. Moreover, the supply chain of raw materials will be managed by the Company.



- II. Fuel Business requires Licenses from multiple agencies which may take time, or the existing licenses may not be transferred in time.
- III. Plant and Machinery will be imported from LOKUS and payment will be made within 02 years of the period. Thus, Foreign Exchange Risk is involved i.e. Pak rupee may be depreciated vis-à-vis US\$.
- IV. The economic and market condition may not be conducive at the time when the business activities begin.
- V. Risk of under-subscription of the right issue. However, underwriting arrangement is made by the Company.

SWOT Analysis

Strength

- Listed Company with widely spread free float of the Company.
- The management of the Company has wide experience in the "energy products".
- New management with diversified experience and requisite dynamism.

Weaknesses

- Relatively weak Balance Sheet.
- Lack of collateral to generate funding from banks.

Opportunities

- Capital market can act as a catalyst to grow of the Company. The Company has fund raising power to harness its future diversification plan, if any.
- Bio-fuel is the future and it is an alternative to diesel fuel. It is a viable alternative for on-road vehicles, from municipal fleets to long-haul trucks, as well as off-road equipment used for mining, forestry, construction, agriculture, and marine industries.
- Company can revamp and reposition itself into emerging fields and can create value for the shareholders.

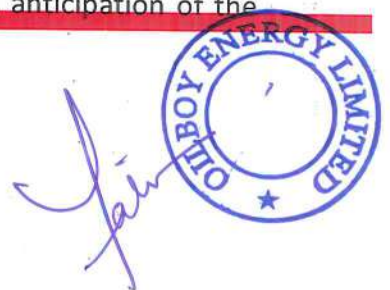
Threats

- Fast Pyrolysis is a relatively new technology and poses some challenges.
- Biofuel as an alternative for vehicles and generators etc. requires approvals and certifications from OEMs which is time consuming and difficult task.

Projected Financial Statements

Disclaimer:

The success of any investment depends on many factors, some of which may be under the control of the management, but many of which rely on the markets and general business environment. The management of the Company has made these projections on the best estimate basis. However, actual results and outcome may be different due to the changed market and business environment and factors beyond the control and anticipation of the management.



Assumptions

Plant Type	Fast Pyrolysis
Capacity	3,800 ~ 4,000 tons p.a. (inclusive of byproducts)
Manpower required	30~40 persons
Electricity requirement	< One megawatt in the initial periods
Supplier Credit	Two Years
Internal Power Generation	70%~75% of the total requirement
Funds Generation	Equity by way of Right Issue

Statement of Profit or Loss

	2026	2027	2028	2029	2030
	Rs.	Rs.	Rs.	Rs.	Rs.
Net Sales	537,875,430	687,078,717	839,758,134	993,318,297	1,202,535,696
Less:					
Cost of Material	(248,456,550)	(304,877,756)	(368,320,936)	(439,658,502)	(529,296,391)
Other Material	(41,893,772)	(52,353,936)	(63,587,907)	(75,585,915)	(91,230,785)
Utilities	(28,060,498)	(38,058,185)	(47,277,871)	(55,217,285)	(67,372,593)
Insurance	(8,378,754)	(10,470,787)	(12,717,581)	(15,117,183)	(18,246,157)
Salaries and Wages	(70,200,000)	(86,880,000)	(106,434,000)	(129,318,000)	(156,060,060)
Other expenses	(58,030,034)	(54,966,297)	(67,180,651)	(79,465,464)	(96,202,856)
Depreciation	(58,200,776)	(65,300,776)	(65,300,776)	(68,850,776)	(72,400,776)
Others	(10,604,384)	(11,824,989)	(13,370,740)	(15,299,374)	(17,680,830)
	14,050,662	62,345,990	95,567,671	114,805,798	154,045,248
Finance costs	(663,520)	(3,313,544)	(14,392,948)	(4,055,521)	(5,618,765)
Taxation	(3,882,271)	(17,119,409)	(23,540,670)	(32,117,580)	(43,043,680)
Net profit	9,504,871	41,913,036	57,634,054	78,632,697	105,382,803

Statement of Financial Position

	2026	2027	2028	2029	2030
	Rs.	Rs.	Rs.	Rs.	Rs.
Non-current assets					
Property & equipment	420,010,603	384,259,827	344,959,050	302,108,274	255,707,498
Capital work in progress	-	-	-	-	-
Intangibles	2,040,347	2,040,347	2,040,347	2,040,347	2,040,347
Right of use assets	31,388,769	28,563,779	25,993,039	23,653,666	21,524,836
Long term security deposits	743,320	817,652	899,417	989,359	1,088,295
Deferred cost	4,743,174	4,743,174	4,743,174	4,743,174	4,743,174
Deferred taxation	34,308,197	34,308,197	34,308,197	34,308,197	34,308,197
	493,234,409	454,732,976	412,943,225	367,843,017	319,412,347
Current assets					
Stock in trade	19,170,230	29,779,487	43,593,754	60,574,253	82,057,496
Trade receivables	9,775,703	13,441,591	16,757,184	19,517,190	23,854,344
Advances and prepayments and others	7,608,351	8,369,186	9,206,104	10,126,715	11,139,386
Cash and bank balances	28,469,554	21,352,165	32,028,248	144,127,116	259,428,809
	65,023,837	72,942,429	101,585,289	234,345,273	376,480,034
Total assets	558,258,246	527,675,405	514,528,514	602,188,290	695,892,381
Non-current liabilities					
Lease liabilities	36,483,165	32,834,848	29,551,363	26,596,227	23,936,604
	36,483,165	32,834,848	29,551,363	26,596,227	23,936,604
Current liabilities					
Trade and other payables	12,897,451	14,187,196	15,605,915	17,166,507	18,883,157
Import payable	144,000,000	-	-	-	-
Due to related parties	2,220,975	2,220,975	2,220,975	2,220,975	2,220,975
Unclaimed dividend	631,231	631,231	631,231	631,231	631,231
Bank borrowings	22,090,294	95,952,988	27,036,810	37,458,434	26,722,693
	181,839,951	112,992,390	45,494,931	57,477,146	48,458,056
Total liabilities	218,323,116	145,827,238	75,046,294	84,073,373	72,394,661
Net assets	339,935,131	381,848,167	439,482,220	518,114,917	623,497,720
Represented by					
Issued, subscribed and paid up capital	500,000,000	500,000,000	500,000,000	500,000,000	500,000,000
Reserves	-	-	-	-	-
Unappropriated profit/(loss)	(160,064,869)	(118,151,833)	(60,517,780)	18,114,917	123,497,720
Shareholders' equity	339,935,131	381,848,167	439,482,220	518,114,917	623,497,720

Financial Analysis

	2026	2027	2028	2029	2030
Cashflow from Operations	Rs. 67,705,647	107,213,812	122,934,830	147,483,473	177,783,579
Working Capital	Rs. (116,816,114)	(40,049,961)	56,090,359	176,868,127	328,021,978
Current Ratio	times 0.36	0.65	2.23	4.08	7.77
Book value	Rs./share 6.80	7.64	8.79	10.36	12.47
EPS	Rs./share 0.19	0.84	1.15	1.57	2.11

Prospects and Challenges:

Pakistan has a large amount of biomass resources, including agricultural residues, animal manure, and solid waste. These resources could generate 20,709 MW of bioelectricity and 12,615 million m³ of biogas annually. The main crops that produce a significant amount of residue are wheat, rice, sugarcane, and corn. These residues can be used to generate energy through gasification technology.

Biomass lipid feedstock includes rapeseed oil, soybean oil, sunflower oil, palm oil, waxes, algal oil, and animal fats. These can be combusted directly or converted to biodiesel. The government has approved a policy to increase the minimum amount of biodiesel in diesel from 5% to 10% by volume by 2025.

Seminars and awareness sessions can help educate the public and industry leaders about the benefits of biomass energy.

Pakistan has the potential to use biomass as a renewable energy source to address its energy needs and climate change. However, there are challenges to overcome, including.

1. Industries are reluctant to switch from fossil fuels to biomass energy due to the upfront costs of transitioning.
2. Pakistan has not fully utilized its potential for producing electricity from biomass resources due to several reasons, including the lack of infrastructure, high capital costs, limited technology availability, uncertainty around feedstock availability, and a lack of government support.

International Chamber of Commerce (ICC) contract for the
turnkey supply of an industrial Waste to Energy Plant with
Advanced Pyrolysis Technology

Date: 05/02/2025

Between

1. **Lokus Energy limited:** Reg in England & Wales No: Company number 12796583 with the principal office address: 12 Spring St, Accrington, BB5 0HF, United Kingdom. (*hereafter "the Supplier"*)

and

2. **OILBOY ENERGY LIMIED**, a company incorporated under the laws of Pakistan, with its registered office at 5A/1 Gullgerg III, Off M.M. Alam Road, Lahore, Pakistan (*hereinafter referred to as the "Purchaser"*),

WHEREAS

- (i) The Supplier is a manufacturer, engineering firm, has the manufacturing facilities, engineering workshops with necessary skill, knowledge, abilities, know-how and resources for the design, manufacture, supply, undertake installation, testing, start up and operation of plant with repair & maintenance package.
- (ii) Type of the plant set out in Annex 1.
- (iii) The Purchaser desires to acquire on a turnkey basis a plant whose technical characteristics and performances are set out in Annex 1.
- (iv) The Supplier is responsible for the supplies of waste & biomass as feedstock for the principal waste to energy plant to process into energy products as **biodiesel**, **syngas** and byproducts as **bio bitumen** and **carbon char**.
- (v) Supplier is also offering guaranteed off-take agreement of end products.
- (vi) The Purchaser is responsible to provide suitable building with minimum 10,000 sq/ft indoor area with roof height minimum 30ft for installation of the plant. The principal building must have power supplies of 250 KW/h through grid or solar.
- (vii) The Purchaser is responsible for operational licenses, permits, HR, H&S regulations, Insurances and other logistical support.
- (viii) The Supplier will obtain **WRAP Indemnity Risk Waiver Insurance premium** to protect all parties against any possible risks towards this project from MIGA department of The World Bank, "OR" AXA Insurance UK "OR" from any reputable insurance firm.

IT IS AGREED AS FOLLOW

Chapter 1

General clauses

Article 1 Definitions

The terms defined in this Article shall have the meanings indicated hereunder.

Battery Limit

means the borderline indicated as such on the layout drawings.

Commencement Date

means the date on which the obligations to perform the work commence, according to Article 3.2.

Confidential Information

means confidential information as defined in Article 34.1.

contract

means this document, with the attachments and subsequent alterations and additions agreed in writing, as defined more precisely in Article 35.

contract Price

means the price set out in Article 25.1 for the provision of the plant (including the supply of all the goods and services which are indicated in Article 4.2 of this contract), subject to such additions or deductions as may be made under the provisions of the contract.

Country

means the country where the plant is to be installed.

Defect

means any non-conformity of the plant as defined in Article 31.

equipment

means any or all of the items of equipment (machinery, materials, components, spare parts, etc.) which the supplier undertakes to supply under this contract as more particularly set out in Annex 2.

erection

means all mechanical erection, electrical and instrumentation installation, insulation, etc. which is necessary for putting the Plant in a condition to perform erection testing.

erection Certificate

means the certificate referred to in Article 20.1.

erection equipment

means any machinery, tools and other equipment, lifting and transport equipment, power, water, raw materials, facilities and aids and any other matter reasonably necessary for the erection, start up, performance testing and any other operations which are to be performed before taking over.

erection testing

means the running of every machine and/or group of machines of the Plant with or without raw materials (as appropriate) in order to check their correct erection and functionality.

guaranteed performance

means the production parameters of the Plant specified in Annex 1-B.

Incoterms

means the trade terms issued by the International Chamber of Commerce as in force at the date on which this contract is signed.

layout

means the layout of the equipment constituting the Plant indicating the battery limits, as established by the supplier according to Article 8.

Minimum performance Levels

means the minimum performance parameters specified in Annex 1-C below which taking over shall not take place.

Party

means either the supplier, the SPV or the purchaser, or together the parties.

performance Test Procedures

means the procedures and prescriptions to be observed during performance testing, as specified in Annex 9.

performance testing

means the operation of the Plant intended to demonstrate that the Plant, when used in production, reaches the performance and other characteristics as guaranteed in this contract, according to Article 22.

plant

means the production unit which is the subject-matter of this contract.

Products

means the products to be manufactured with the Plant.

Project Representative

means the representative of either party nominated in accordance with Article 6.4.

site

means the premises where the Plant is to be installed in accordance with this contract, as defined in contract schedule A.

site Representative

means the person who represents either Party on the site, the authority and functions of whom are described in Article 6.4.

Taking Over

means the moment when the Plant is deemed to be fully accepted by the Purchaser according to Article 23.1.

Taking Over Certificate

means the certificate referred to in Article 23.2.

Technical Documentation

means the documentation regarding the equipment, erection, operation and maintenance of the Plant, to be provided by the Supplier, which is listed in Annex 4.

Time Schedule

means the Time Schedule defined in Article 7.1, may be altered according to Article 7.2.

Article 2 Good faith and fair dealing

- 2.1 **Good faith in performing the contract.** In carrying out their obligations under this contract the Parties will act in accordance with the principles of good faith and fair dealing.
- 2.2 **Good faith in interpreting the contract.** The provisions of this contract, as well as any statements made by the Parties in connection with it, shall be interpreted in good faith.

Article 3 Entry into force of the Contract

- 3.1 **Entry into force.** This contract shall enter into force on the date of signature by both Parties.
- The Parties will undertake all necessary steps for facilitating the occurrence of the events indicated in Article 3.2.
- 3.2 **Commencement Date.** The Commencement Date shall be the date on which the latest of the events listed in contract Schedule B occurred. If no event has been listed in contract Schedule B, the Commencement Date shall be the date of signature of this contract.
- 3.3 **Non-occurrence of the Commencement Date.** If the Commencement Date has not occurred, according to Article 3.2, within six (6) months from the date of signature (or within such other term as may be agreed between the Parties: see contract Schedule C), either Party may terminate the contract by providing notification in writing.

Article 4 Subject matter and scope of the contract

- 4.1 **Scope.** The purpose and subject matter of this contract is the supply, on a turnkey basis, of an industrial waste to energy plant as described in Annex 1.
- 4.2 **Supplier's obligations.** The turnkey supply of the plant comprises the following:
- (a) the design and engineering/manufacturing of the Plant;
 - (b) the preparation of the layout of the Plant, according to Article 8;
 - (c) the supply of the equipment specified in Annex 2-A;
 - (d) the supply of the technical documentation specified in Annex 4;

- (e) the supply of spare parts and consumables as specified in Annex 2-B and 2-C;
- (f) carrying out all the necessary civil works for the erection of the plant including but not limited to roads infrastructure, plant main building, office buildings, on-site engineering workshop building, parts/components storage warehouse, medical and training rooms, canteen, waste reception hall, material recovery facility, end-product storage facilities, access controls and boundary walls.
- (g) Erection of the Plant, testing trials, start up and performance testing of the plant, as specified in Articles 18 to 22;
- (h) the training of plant personnel, plant operators in accordance with Article 24;
- (i) the supply of product know-how, according to the license contained in Annex 12, if the parties have filled in such Annex.
- (j) Operating the plant on day-to-day basis. Carrying out and maintaining health & safety checks. Carrying repair and maintenance work to minimize the downtimes.
- (k) Guaranteed performance. The Supplier guarantees that the plant, once erected and started up in conformity with this contract, will have the performance characteristics specified in Annex 1. It is agreed that the successful completion of the performance test in conformity with the requirements specified in this contract, means that the Supplier has fulfilled its obligation to guarantee the performance, as indicated in this paragraph.

4.3 Scope of Purchaser's work. The Purchaser shall:

- (a) provide the vacant and hindrance free land/building required for the entirety of the plant's built up area, under a lease agreement with the Landowner; Since the Landowner is providing the land under a lease agreement between the Purchaser and the Landowner, it is advisable that the specific obligations with regard to the provision of land by the Landowner for the subject plant to ensure that the Supplier is in a position to execute its scope of works.
- (b) provide a local logistical support if Supplier needs the manpower and materials handling machinery may be needed on rent to support plant installation work.
- (c) It is the responsibility of Purchaser to undertake custom clearance at the port of delivery for all parts, components manufactured abroad in Supplier's workshops and delivered to the destination country of Purchaser.
- (d) The Purchaser must provide Consignee details for the shipments and make arrangements of local transportation from the port to the installation site after undertaking custom clearance procedures under their own company name.
- (e) Selling the end-products to achieve financial targets outlines in financial forecasts. Employ relevant, qualified, experienced staff for managing business

and financial affairs of the company.

4.4 Purchaser's general obligation to observe Supplier's instructions.

The guaranteed performance and, more generally, all guarantees given by the Supplier with respect to performance and operation of the plant are conditional upon the observance by the Purchaser of the following obligations in case Purchaser source own feedstock to process in this plant and operates the plant under own supervision:

- a) the Purchaser must follow the instructions and procedures specified by the Supplier;
- b) the materials used for production or maintenance must fulfil the requirements stipulated by the Supplier. In case of dispute, the Purchaser must supply samples and allow testing;
- c) the management, operation and maintenance of the plant will be undertaken by the Supplier until such a date where the Purchaser will assume responsibility of the plant.
- d) All of the undertaking procedures, roles & responsibilities which must be in accordance with the written instructions and procedures given by the Supplier and the information provided during the training.

4.5 Complete plant. The Supplier guarantees that the plant has been designed with due care and that it includes everything which is patently necessary for the plant to provide the operating characteristics as defined in the contract and for obtaining the guaranteed performance. The plant does not include items which are outside the Battery Limit.

4.6 Laws, regulations. The plant shall be designed and manufactured in accordance with the legislative requirements in force in the Country at the date of signature of this contract and in accordance with the standards specified, if any, in Annex 1. In case of a change of such legislative requirements after the date of signature of this contract, and before taking over, the Supplier and Purchaser shall be obliged to conform to this change and the Purchaser shall be obliged to pay the additional costs related therewith and shall accept any consequent time extension.

4.7 Purchaser's duty to cooperate. The Purchaser shall take all reasonable steps in order to assist the Supplier in performing its obligations under this contract.

The Purchaser, or their designated agent shall obtain import permits and/or licenses required for any part of the equipment in accordance with the applicable Incoterm and, to the extent applicable, building permits and operating permits. The Purchaser shall, at the Supplier's request, assist the Supplier in obtaining (temporary) import permits

and/ or licenses for Supplier's erection equipment, visa and/or work permits required in the Country for Supplier's personnel and any further authorisations, consents and/ or approvals necessary for the performance of this contract in the Country. The Purchaser shall obtain such permits and licenses, or render such assistance within the time limits stated in the time schedule or, if not so stated, within reasonable time having regard to the time for delivery of the equipment and the time for erection and start up.

Article 5 Alterations and additional work

5.1 **Non-substantial alterations.** The Supplier is entitled until taking over to make any non-substantial alterations and additions to the plant. Non-substantial alteration means any modification or addition which does not affect the characteristics of the plant, its guaranteed performance and the time for completion of the Supplier's obligations in accordance with the time schedule and which does not entail charges or costs for the Purchaser.

5.2 The Supplier must notify the Purchaser in writing of the proposed modifications and shall be entitled to carry them out if the Purchaser does not object within fifteen (15) days from the date of receipt of such notification.

5.3 The Purchaser shall not unreasonably withhold its consent.

5.4 **Alterations requested by the Purchaser.** The Purchaser may at any moment before taking over request such alterations or additions to the plant which are considered appropriate and which had not been considered when negotiating the contract. In such case the Supplier shall submit an estimate of the cost variations and the possible implications with respect to the time schedule and the guaranteed performance, and the Purchaser will decide if it wants to accept such conditions. If the Purchaser does not accept the Supplier's proposals, the Purchaser shall reimburse the Supplier the reasonable costs for preparing the estimate at its request.

Article 6 Assignement – Surcontractons – Partie's représentatives

6.1 **Prohibition of assignment.** Neither Party is entitled to assign this contract without the previous written agreement of the other Party.

6.2 **Sub-contractors and sub-suppliers.** The Supplier has the right to sub-contract any part but not all of this contract to sub-contractors and to purchase any equipment from third parties. Sub-contractors or sub-suppliers mentioned in Annex 3 cannot be changed without the Purchaser's approval, and such approval shall not be unreasonably withheld or delayed.

6.3 **Liability for sub-contractors or sub-suppliers.** The Supplier is liable to the

Purchaser for goods, work and other undertakings as supplied by a sub-contractor or sub-supplier.

6.4 Project Representative and site Representative. Each Party will nominate within thirty (30) days from the date of signature of this contract a project representative and a site representative. Nominations of each Party must be notified to the other Party in writing.

- a) The project representative shall be authorised during the period up to taking over to take decisions on behalf of the respective Party with regard to the performance of the contract.
- b) The site representative shall have the authority to take, on behalf of the respective party, all decisions of a technical nature regarding the activities to be performed on the site.
- c) The project representative and the site representative must be fluent in English and/or other languages, as may be agreed upon between the Parties.

Article 7 Time schedules and co-operation

7.1 Time Schedule. The Time Schedule, which is attached hereto as Annex 5, specifies the dates for the performance by the Parties of the main obligations under this contract.

- a) **Alterations to the Time Schedules.** Save for extensions of time due to force majeure under Article 33, it is agreed that, if either Party **does not comply with the dates** specified in the Time Schedule for its obligations;
- b) does not perform in a timely manner any obligation upon which the performance of the other party's obligations is conditional; or
- c) otherwise causes situations which delay the timely performance (e.g. by requiring alterations or modifications to the layout),

the deadlines for performance by the other Party shall be automatically extended, to the extent they have been influenced by the above-mentioned circumstances. In such case, the Parties will agree as soon as possible upon the corrections to be made to the Time Schedule.

Chapter 2

Supply of technical documentation equipment and spare parts

Article 8 layout

- 8.1 **layout.** The Purchaser will transmit as soon as possible (and in any case not later than within thirty (30) days after the commencement date) the information as set out in contract schedule D, which is necessary for the preparation of the layout. Within thirty (30) days, or such other period as agreed by the Parties, from receipt of such information the Supplier will provide the Purchaser with the layout. If the Purchaser does not object in writing within fifteen (15) days from receipt of the layout, such layout shall be final.
- 8.2 **Corrections to the layout.** If the Purchaser ascertains that the layout of the plant does not conform to the indications given to the Supplier or is incomplete, it will return the respective documentation together with its observations to the Supplier within 30 days from receipt of the layout. The Supplier shall make the necessary corrections within 15 days and will send the corrected layout to the Purchaser at its own expense.
- 8.3 If the Purchaser objects in writing within 15 days from receipt of the corrected layout to the Supplier, then the Parties' representatives shall convene within 15 days to agree on the final layout.

Article 9 Technical Documentation

- 9.1 **Technical Documentation to be provided by the Supplier.** The Supplier will provide the Purchaser with the technical documentation 30 days before the date of taking over, which is listed in Annex 4 in accordance with the timing set out in such Annex and in the time schedule.
- 9.2 **Corrections to the Technical Documentation.** If an error or omission in the technical documentation is discovered before taking over, any additional cost for work or material resulting from the error or omission shall be for the account of the Supplier. However, if errors are caused by inaccurate or incomplete information from the Purchaser, the Purchaser shall reimburse the Supplier for all costs incurred in this respect.
- 9.3 **Use of Technical Documentation.** The technical documentation can be used only for the purpose of operating and maintaining the plant.
- 9.4 **Use of Critical Path Method (CPM) Programming software:** All parties agree that "**(blank to be filled with recommended programming software)**" shall be used to track the actual progress of the project. The Supplier shall enter the actual progress on the accepted program as it proceeds with the works. Actual progress should be recorded by means of actual start and actual finish dates for activities, together with percentage completion of currently incomplete activities and the extent of remaining activity durations. In addition, the Supplier should include in each updated program any new or modified activities, logic and sequences. Any

periods when an activity is suspended should be noted in the updated programs.

Article 10 Supply of the equipment

10.1 **Deadlines for shipping.** The Supplier agrees to ship the equipment, in accordance with Article 11 hereunder, within the deadlines set out in the time schedule unless the Supplier is building the equipment locally in Pakistan. The Supplier must inform the Purchaser in writing within 30 days after signing this agreement if the equipment are to be manufactured in Pakistan or imported from the Purchaser's engineering workshops based in other countries.

10.2 **Storage.** If the shipment cannot be effected at the date defined in the time schedule due to reasons for which the Purchaser is responsible, the Supplier shall be entitled to store the equipment at the Purchaser's risk and expense.

Article 11 Shipment – Packing – Marking

11.1 **Reference to Incoterms.** Any reference to trade terms in this contract is deemed to be a reference to the Incoterms.

11.2 **Shipment.** Unless otherwise agreed (particularly in contract schedule E), the Supplier will deliver the equipment according to the Incoterm "Carriage and Insurance Paid to" (CIP). In case the Parties have not specified otherwise in Contract schedule E, the site will be the named place of destination.

11.3 **Packing.** The Supplier will provide, at its expense, such packing as is usual for the respective equipment and is suitable for the agreed means of transportation and for the foreseeable conditions of storage at the destination.

11.4 **Marking – Packing list and other documents.** Details regarding marking, packing list and other documents are contained in contract schedule E.

11.5 **Transfer of risk.** The risk of loss or damage to the equipment will be transferred to the Purchaser in accordance with the applicable Incoterm.

Article 12 Taking delivery of the equipment

12.1 **Taking delivery of the equipment.** The Purchaser shall take delivery of the equipment at the agreed place of destination. If the place of destination is other than the site (e.g. a port in the Country) or if the Supplier does not own a storage facilities of its own in Pakistan, the Purchaser shall be responsible for the transportation from such place of destination to the site.

12.2 **Examination of the equipment.** The Purchaser shall examine the equipment at

the place where he has to take delivery as soon as possible and in any case not later than ten (10) days after the equipment arrives at the place of destination.

The Purchaser shall, in particular, check that the packing is not damaged and that all the equipment indicated in the respective shipping lists has been received and has not been damaged.

12.3 Notification. The Purchaser shall notify the results of the above examination of the equipment, by registered letter with return receipt or by fax followed by registered letter with return receipt or by courier, within ten (10) days of the examination.

12.4 Joint examination of the equipment at arrival. The Supplier is entitled to take part, through a representative, in the examination indicated in Article 12.2. If the Supplier informs the Purchaser that it desires to take part in such examination, the Purchaser shall give timely notice of the arrival of the equipment and the date fixed for the examination. In case of joint examination the Parties will make a protocol indicating the results of such examination, which protocol will be signed by both Parties. Such protocol replaces the notification indicated under Article 12.3.

12.5 Missing or damaged equipment.

If it appears that certain equipment is missing or damaged:

- (a) the Purchaser shall attempt to limit the damage by taking suitable measures;
- (b) the Purchaser shall not return, or attempt to repair the equipment without the Supplier's prior written consent;
- (c) the Parties shall consult each other in order to agree upon the repair or replacement of missing or damaged equipment and to evaluate the impact of such occurrence upon the time schedule. If it is not clear from the circumstances that the loss or damage is the Supplier's responsibility (or that it occurred before the risk passed to the Purchaser), the Purchaser shall bear the cost and risk relating to the above repair or replacement, provided that if it should subsequently be determined that the Supplier was responsible, the Supplier shall reimburse the above costs;
- (d) the Purchaser shall immediately notify the event of loss or damage both to the insurance company as indicated in the transportation insurance policy, if any, and to the carrier; and give notice thereof without any delay to the Supplier.

Article 13 Spare parts, raw materials and components

13.1 Spare parts. The spare parts indicated in Annex 2-B are included in the contract.

13.2 Cost of spare parts. Any further spare parts may be supplied, on request of the

Purchaser, at the price in force at the time of receipt of the request, for a period of 10 years from taking over.

Chapter 3

erection, testing, taking over and training

Article 14 Obligations of the Parties

- 14.1 **Scope of Supplier's obligations.** The Supplier undertakes to design, manufacture, delivery, civil works, health & safety, setting company code of conduct, policy & procedures, erection of the plant, testing, trials, training, start up, plant day to day operations, sourcing feedstocks, sales of the end products, repair & maintenance, managing business activities, managing financial affairs as set out in detail hereafter.
- 14.2 **Purchaser's personnel.** The plant will be run by management, and operatives of the Supplier for an agreed period for 25 years before taking over by the Purchaser. Following which the Purchaser or their designated agent shall provide the Supplier, for all the time that it is necessary, sufficient qualified personnel for the performance of the activities indicated in Article 14.1 hereabove. The number and the qualifications of such personnel are specified in Annex 8-C; however, should it appear that the personnel indicated in Annex 8-C are not sufficient, the Purchaser will provide such further personnel as appears to be necessary. The Supplier will source and recruit the relevant personnel for the Purchaser.
- 14.3 **Preparatory work.** The Purchaser shall complete, within the deadline fixed in the time schedule for starting the erection, all works, foundations, utility connections for which it is responsible, as provided in the layout, and will provide any supplies that are not at the Supplier's charge as well as whatever may be necessary for the erection of the plant.
- 14.4 **Storage of the equipment.** The Supplier will store all received equipment at the site (or at another place of its choice) at its risk and expense in premises that are adequate for preserving the equipment from any loss or damage.
- 14.5 **erection equipment.** The Parties will provide in a timely manner the erection equipment and services in accordance with Annex 8-A and 8-B.
- 14.6 **Telephone and fax connections.** The Purchaser shall provide international telephone and fax connections to areas outside the Country.

Article 15 Management of the site

- 15.1 **Responsibilities of the Parties with respect to operations at the site.** The Supplier shall be responsible for the working conditions and for maintaining order on the site, and for the care, custody and safekeeping of the equipment and all

other goods which are at the site.

The Supplier shall be responsible for the supervision during the stages from the start of erection until plant becomes fully operational. The Supplier's site representative shall be responsible for all questions regarding the timing and operation during erection, start up and performance testing.

The Supplier shall ensure that its personnel and its contractors act in accordance with the reasonable instructions of the Supplier's site representative. Any possible disagreement between the Parties shall be noted in the work diary indicated in Article 1.2 hereunder.

15.2 **Work diary.** The site representatives will, during the period from the commencement of erection until the plant becomes fully operational, keep a work diary on which they will jointly record, in chronological order, all the activities which have been performed, any substantial facts which may influence the progress of the operations, and the hours spent by each member of Supplier's personnel. The work diary will be signed every day by the site representatives of the Parties.

15.3 **Interpreter.** During the stay of Supplier's personnel in the Country, the Purchaser shall make available, on the request of the Supplier, an interpreter fluent in English and the dominant language of the Country.

Article 16 Supplier's Personnel

16.1 **Number of persons and duration.** The Supplier will provide its technical personnel for the performance of the activities indicated in Article 14.1. The number of persons and periods of stay are indicated in Annex 7-A. The Supplier warrants that the manpower indicated above is sufficient, under normal conditions, for providing the services that are indicated in Article 14.1.

16.2 **Additional manpower.** Should it appear necessary to provide Supplier's technical personnel at the site for periods of time which exceed those indicated in Annex 7-A, the Supplier shall make available such personnel, as soon as available.

Article 17 Travel and lodging expenses of Supplier's personnel

17.1 **Travel expenses.** Travel expenses of Supplier's personnel from the Supplier's business place to the site will be for the Supplier's account. Local travel expenses between the place where the personnel is lodged and the site will be borne by

the Supplier.

17.2 Living expenses. The Supplier will directly pay all living expenses (board and lodging, etc.) incurred by Supplier's personnel in the Country.

Article 18 erection

18.1 Notice of availability and confirmation by Purchaser. Not later than thirty (30) days before the deadline indicated in the time schedule for the commencement of erection, the Supplier shall notify the Purchaser of the date on which the erection shall start. The Supplier shall confirm without delay, and in any case with an advance of at least fifteen (15) days the date of commencement of erection, that it is ready to start erection and that the erection equipment, services and personnel specified in Annex 8 will be available before such date.

18.2 Personnel present at the site. The Supplier shall ensure that its site representative and such other personnel as may be necessary for the preparation of the erection are present at the site in due time. The remaining personnel shall be present as required.

18.3 Preparation of the erection. Before starting erection the site representatives will jointly check that:

- (a) the equipment to be erected is at the site and is ready for installation;
- (b) all preparatory works, connections, etc., have been completed according to the layout and possible updating of the same; and
- (c) all skilled personnel, as necessary for the erection, are available.

18.4 Commencement of the erection. The erection shall be deemed to have started when the Parties sign a protocol stating that all the conditions for commencing the erection are met. The Parties may however decide to commence erection also in case some of the above conditions are not met, provided such fact is mentioned in the protocol, together with an indication of the measures to be taken in order to remedy the unmet conditions.

18.5 Carrying out of the erection. The erection will be carried out by the Supplier's personnel under the supervision and guidance of the technical personnel of the Supplier. The Purchaser is entitled to inspect and check at any time the performance of the erection and to give reasonable instructions to the Supplier's personnel.

Article 19 erection testing

19.1 Commencement of erection testing. As soon as the erection has been completed, the Supplier will notify the Purchaser, at least fifteen (15) days in

advance, of the date of commencement of the erection testing.

- 19.2 **performance of erection testing.** The erection testing shall be carried out by the Supplier's personnel.

The Supplier shall provide for the whole period of erection testing, whatever is necessary for its performance, such as skilled personnel, tools, spare parts, energy, raw materials, etc.

- 19.3 **Completion of erection testing.** When erection testing has been completed to the Supplier's satisfaction, the Supplier shall so notify the Purchaser in writing.

Article 20 erection Certificat

- 20.1 **Drawing up of the erection Certificate.** Immediately after the notification under Article 19.3, the Parties will inspect the plant and will jointly draw up an erection Certificate stating the completion of the erection. The erection Certificate shall in particular indicate:

- (a) that the Supplier has provided all equipment to be delivered in accordance with the contract; and
- (b) that the plant has been correctly erected and that all the equipment operates correctly from the mechanical and electrical point of view.

- 20.2 **Defaults or deficiencies.** Should the above inspection reveal any defaults or deficiencies which do not allow the start up, the Supplier shall remedy them within the shortest possible time, and a new inspection shall be carried out before drawing up of the erection Certificate. Minor defaults or deficiencies that do not hinder the start up shall not delay the drawing up of the erection Certificate, but they shall be mentioned in the erection Certificate, together with the indication of the deadlines and actions that the defaulting party will take to remedy them.

- 20.3 **Completion of erection testing in absence of the Purchaser.** If the inspection and/or erection testing are not carried out, and the erection Certificate is not issued within forty five (30) days after the date of completion of the erection testing indicated in Article 19.3, due to the absence of the Purchaser's Representatives or for any other reason for which the Purchaser is responsible, the erection shall be deemed to be completed when such 30-days term expires, and the Supplier will be entitled to draw up the erection Certificate without the Purchaser's participation.

Article 21 start up of the plant

- 21.1 **Commencement of start up.** When the erection testing has been completed the Supplier shall commence the start up.
- 21.2 **Operation of the plant during start up.** During the start up the Supplier shall be responsible for the technical operation of the plant, and will operate the technical process with its supervisory personnel together with its own operators.
- 21.3 **Supplier's obligations during start up.** During the start up period the Supplier shall make available its operating personnel, tools, energy, raw materials, spare parts and whatever else may be necessary for the correct operation of the plant.

Article 22 Performance testing

- 22.1 **Commencement of the tests.** When the Supplier considers that the plant is ready for performance testing, it shall notify the Purchaser in writing of its intention to start the performance testing and will indicate the date on which such testing can be commenced. Within ten (10) days from receipt of the above notice, the Purchaser shall name its representatives to witness the performance testing. If the Purchaser does not fulfil the above obligation, the performance testing may start at the notified commencement date without the witnessing of Purchaser's Representatives.
- 22.2 **performance of the tests and protocol.** performance testing will be carried out in accordance with the performance Test Procedures set out in Annex 9 and, with respect to matters not indicated in such document, in accordance with the standards and principles normally applied in test runs for plants of a similar kind.
- The Supplier shall draw up a protocol that will report all the results of the tests and which will be signed by both Parties. If there is disagreement between the Parties about the successful completion of the performance testing, the site representatives will state their respective point of view in the protocol.
- 22.3 **Repeated performance testing.** If testing reveals that the plant does not meet the guaranteed performance, the Supplier shall without delay take all necessary steps to correct such deviation. If the deviation is not insignificant, new testing will be carried out within a reasonable time at the request of either party, with respect to the portion of the plant that did not meet the guaranteed performance.
- 22.4 **Time-limit for performance testing.** In any case the performance testing must be completed within sixty (60) days, or such other period as may be agreed in writing by the Parties, from the date on which start up has commenced. If it has not been possible to carry out the performance testing, or the repeated performance testing, within the above time-limit, for reasons for which the Purchaser is responsible, such time limit shall be extended for a further sixty (60)

days. If after such further time limit no performance testing has been carried out, and provided this is due to reasons for which the Purchaser is responsible, the performance testing shall be considered as having been successfully carried out at that date.

- 22.5 **Modifications, additions and repairs.** The Supplier shall, during the time from completion of the erection, at its expense, all repairs, modifications, replacements and additions to the equipment that are necessary for the purpose of attaining the guaranteed performance.

Article 23 Taking Over

- 23.1 **Taking Over.** The plant shall be deemed to have been taken over by the Purchaser only after the full period of 25 years operations.

- 23.2 **Taking Over Certificate.** Within fourteen (14) days from the date on which taking over has occurred, the Purchaser shall issue the taking over certificate conforming to the form in Annex 11 to confirm taking over in accordance with Article 23.1. In the event that the Purchaser has not so issued the taking over certificate notwithstanding that taking over has occurred in accordance with Article 23.1, the Supplier shall issue the taking over certificate and submit it to the Purchaser.

- 23.3 **Minor adjustments, etc.** Deviations from the agreed operating characteristics, together with other deficiencies or shortcomings in the plant, including but not limited to those specified in the protocol mentioned in Article 20.2, that can be rectified by means of minor adjustments or additions and do not hinder the plant from being operated in accordance with the contract, shall not constitute any due reasons for not taking over the plant.

Such deviations shall be considered a defect under Article 31.

- 23.4 **No right to dispose of the plant.** Until the plant has been taken over in accordance with Article 23.1, the Purchaser shall have no right to dispose of the plant and the equipment without written agreement between the Parties¹, nor shall the Purchaser be entitled to take the plant or portions thereof into operation other than for performance testing purposes.

- 23.5 **Taking into operation without the Supplier's permission.** If the plant, or a portion thereof, is taken into operation without the Supplier's permission, and before taking over in accordance with Article 23.1, the plant, or that portion of it which has been taken into operation, shall be deemed to have been taken over. The Supplier shall notify the Purchaser in writing of the date and time when the plant or portion thereof is deemed to have been taken over under the provisions of this paragraph.

23.6 Responsibility for care, custody and control. Upon taking over the Purchaser assumes full responsibility for the plant and its operation.

Article 24 Training of Purchaser's personnel

24.1 Personnel to be put at the Purchaser's disposal for training. The Supplier shall provide skilled personnel to be trained in the operation of the plant. In particular, such personnel shall have previous experience in the operation and maintenance of technical and computerised systems similar to the ones found in the plant.

24.2 Training in the Supplier's country. Specialised personnel of the Supplier shall be given an adequate opportunity to study the operation of the equipment in the Supplier's country, as indicated in detail in Annex 10-A.

The travel and living expenses and all other expenses for such personnel shall be borne by the Purchaser.

24.3 Training at the site. The Supplier agrees to send one or more technicians or experts to train its personnel at the site in connection with the operation of the plant. The number of persons dispatched and the duration of their presence at the site is indicated in Annex 10-B.

The expenses for travel, board and lodging of Supplier's personnel will be borne by the Purchaser in accordance with Article 17.

24.4 No provision of production know-how without separate agreement. The Parties may agree, under a separate licence or transfer of technology agreement (Annex 12), upon the supply by the Supplier (or by a third party indicated by the Supplier) of the know-how and technical assistance necessary for manufacturing the products. In the absence of such agreement, the Supplier's obligations will only extend to providing to personnel skilled in the manufacture of the products the training for operating the plant.

Article 25 contract Price

25.1 contract Price. The contract price for the turnkey supply of the plant is stated in contract as below.

25.2 Total Contract Price: The total price for the Plant is GBP £1 million (the "Contract Price"), inclusive of delivery, installation, and commissioning.

25.3 The Purchaser shall pay the Contract Price in equally deferred installments over a two-year period starting from the date of commissioning.

Payment Schedule: Payments shall be made in the following pattern:

- a. 30% on the import of machinery in Pakistan
- b. 10% on the completion of delivery, installation, and commissioning.
- c. The remaining 60% payment on equal quarterly installments with the first payment due after 3 months of commissioning. This means 30%, 30% and 40% in the financial years 2025, 2026 and 2027 respectively.
- d. Currency: All payments shall be made in GBP.
- e. Payment under this contract shall be made on open account basis.
- f. Payments shall be made via wire transfer to the Supplier's designated bank account.

25.4 Price revision. The contract price is fixed and is not subject to revision, except in case the commencement date does not occur.

SPECIAL CONDITIONS

- a. The Supplier shall deliver and commission the plant in the following pattern from the date of this contract or the execution as mutually agreed.
- b. The supplier shall take 90 days to manufacture the plant. The supplier shall deliver the plant within the 30 days from the lapse of 90 days of manufacturing
- c. The Supplier shall install and commission the Plant within 30 days after delivery.
- d. Grace period of overall 30 days is allowed for any unseen situation.
- e. The Plant shall be deemed commissioned upon successful completion of performance tests, as certified by both Parties.

Article 26 Payment conditions

- 26.1 General.** Payment of the contract is responsibility of the Purchaser according to the set schedule of this contract.
- 26.2 Delay Interest.** No interest charged against any delays on the payments but parties may claim damages and losses and charge penalties no greater than 10% value of this contract.
- 26.3 Payment Methodology** All parties involved agree to enter into a separate agreement with respect to the structure and mode of payment. The said agreement shall be drawn up and signed by the parties before the Commencement Date.

Article 27 Bank guarantees provided by the Purchaser

27.1 **Advance Payment guarantee.** This term 27.1 is not applicable in this project but may be considered by the Supplier for future projects.

Article 28 Taxes, duties, etc.

28.1 **Taxes and other charges payable in the Country.** All taxes, duties or other charges which may be incurred by the Supplier in the Country in relation with this contract and its performance shall be paid and borne by the Supplier.

28.2 **Taxes and other charges payable outside the Country.** All taxes and duties or other charges incurred by the Supplier outside the Country in relation with this contract and its performance will be borne by the Supplier.

Chapter 5

Non-performance and its consequences

Article 29 Consequences of non-performance – Liquidated damages

29.1 **Late delivery of equipment.** If Delivery of the equipment occurs later than specified in the time schedule and provided such delay is neither the result of force majeure nor the result of circumstances for which the Purchaser is responsible, the Purchaser shall be entitled to liquidated damages in accordance with Contract Schedule I-1, unless it is evident that the Purchaser has suffered no loss due to the delay.

29.2 **Late Take-Over.** If take-over of the plant occurs later than specified in the time schedule and provided such delay is neither the result of force majeure nor the result of circumstances for which the Purchaser is responsible, the Purchaser shall be entitled to liquidated damages in accordance with contract schedule I-2.

29.3 **Cumulation of liquidated damages.** The cumulated liquidated damages for delay set out in Article 29.1 and Article 29.2 hereof shall not exceed the percentage stated in contract schedule I-3.

29.4 **Non-attainment of the guaranteed performance.** If, notwithstanding the observance of the testing procedures contained in Annex 9, the plant does not reach the guaranteed performance, but does reach the minimum performance levels at the latest time for taking-over specified in the time schedule, provided this lack of performance is neither the result of force majeure nor the result of circumstances for which the Purchaser is responsible, the Purchaser shall be entitled to liquidated damages in accordance with Annex 1-C, to the extent that the guaranteed performance is not attained. Such liquidated damages shall not exceed the maximum amount stated in Annex 1-C.

29.5 **Suspension of performance.** Each Party is entitled to suspend performance of its

obligations under this contract in the event the other Party fails to perform in a timely manner any material obligation under this contract until the default is remedied, without prejudice to other remedies that may be available and subject to the following: a Party shall notify the other Party in writing of its intent to suspend and grant a final time period to the other Party to remedy the default, failing which the right of suspension may be exercised without further delay.

Article 30 contract termination

30.1 Termination for Supplier's Default. The Purchaser shall be entitled to terminate this contract in whole or in part in case:

- (a) cumulated liquidated damages for delay exceed the maximum amount indicated in contract Schedule I-3; or
- (b) notwithstanding the observance of the testing procedures contained in Annex 9, the plant fails to attain the minimum performance levels at the latest time for taking over specified in the time schedule, provided this is neither the result of force majeure nor the result of circumstances for which the Purchaser is responsible; or
- (c) the Supplier has failed to perform a substantial obligation under the contract after having been served a notice of failure and make good by Purchaser within a reasonable period; or
- (d) the Supplier becomes bankrupt or insolvent, goes into liquidation or any act is done or an event occurs that under applicable law has a similar effect to any of these events or acts, and the Supplier fails to provide, at the Purchaser's request, an adequate security (e.g. bank guarantee, insurance company guarantee) for the fulfilment of its obligations under this contract;
- (e) or the Supplier gives or offers to give, directly or indirectly, to any person any bribe, gift, gratuity, commission or other thing of value as an inducement or reward for doing or forbearing to do any action in relation to this contract.

30.2 Termination for Purchaser's default. The Supplier shall be entitled to terminate this contract in whole or in part in case:

- (a) the Purchaser has failed to perform a substantial obligation under the contract after having been served a notice of failure and make good by Supplier within a reasonable period; or
- (b) the Purchaser is in breach of any of its payment obligations or of its obligation, where required in the contract, and this breach continues longer than ninety

(30) days, or such other period as the Parties may agree; or

- (c) the Purchaser becomes bankrupt or insolvent, goes into liquidation or any act is done or event occurs that under applicable law has a similar effect to any of these events or acts, and the Purchaser fails to provide, at the Supplier's request, payments or an adequate security (e.g. bank guarantee, insurance company guarantee) for the fulfilment of its obligations under this contract.

30.3 Termination in case of lasting force majeure. Either Party is entitled to terminate this contract in case of force majeure lasting for more than six (6) months and having the effect of substantially depriving either or both of the Parties of what they were reasonably entitled to expect under this contract, as specified in Article 33.7.

30.4 Effects of termination on obligations already performed. Except as provided under Article 30.5 hereunder, termination of this contract shall not affect obligations which have already been performed at the time when the termination notice is given nor the right to receive payment for obligations already performed.

30.5 Supplier's obligation in case of non-attainment of the Minimum performance Levels. In case of termination pursuant to Article 30.1 (b), the Purchaser may require the Supplier at its own cost to dismantle and remove the equipment from the site and to pay back the contract price, in as far as received, to the Purchaser.

30.6 Compensation for the loss suffered. In case of termination for default of the other Party under Article 30, paragraphs 30.1 to paragraph 30.5 the terminating party will be entitled to compensation for the loss it has suffered as a direct consequence of the default justifying termination. Except where the default justifying the contract termination amounts to fraud or wilful misconduct, the total liability for damages (including possible liquidated damages) shall be limited to a maximum amount equivalent to 99% of the contract Price.

30.7 Sole remedy. contract termination by a Party is admitted only in the cases specified in this Article 30.

Article 31 Defects in the plant after Taking Over

31.1 Warranty. The Supplier shall make good, to the extent defined in this Article, any defect or non-conformity in the plant (hereafter referred to as a Defect), arising from faulty design, materials or workmanship.

If the plant is found to have a defect that can be assumed to be present also in some other portion of the plant, the Supplier shall investigate whether such further defect is present, and shall make good any further defects found.

Failure to attain the guaranteed performance shall not as such be regarded as defect

coming under the provisions of this Article, but shall be dealt with under Article 29.4 and 30.1.

- 31.2 **Defects liability period.** Unless otherwise specified in the contract, the liability of the Supplier under the provisions of Article 31.1 applies only to defects that appear within a period of one (1) year from the date of taking over of the plant or eighteen 18 months from the date of delivery of the equipment, whichever occurs first.
- 31.3 **Conditions for liability for Defects.** The liability of the Supplier does not extend to defects caused by circumstances for which the Supplier is not responsible, such as but not limited to improper or insufficient maintenance or incorrect operation, improper operating conditions not in accordance with the contract, failure to store the equipment or other materials appropriately, alterations or repairs made without the Supplier's written permission, repairs carried out improperly by the Purchaser, or normal wear and tear.
- 31.4 **Notification of Defects.** Defects as covered by Article 31.1 shall be notified to the Supplier in writing without undue delay after the defects have appeared, and in any event no later than fourteen (14) days after the expiry of the defects liability period. Such notification shall include a description of the type and extent of the Defect.
- If the Purchaser has not notified the Supplier of a defect as required by the provisions of this Article, it forfeits its right to have the defect made good in accordance with Article 31.1.
- 31.5 **Making good of Defects.** Upon receipt from the Purchaser of a notification of a Defect of the type defined in Article 31.1, the Supplier shall apply with such speed as the circumstances require, due and proper measures to make good the Defect.
- 31.6 **Immediate action in connection with risk of damage.** If a defect as defined in Article 31.1 appears, requiring immediate action due to the risk of resultant damage, and if the Supplier cannot make immediately good the defect, the Purchaser is entitled and obliged to apply all necessary measures to prevent or limit damage.
- 31.7 **Liability for replaced or repaired parts.** Parts replaced or repaired under the provisions of Article 31.1 are subject to the same warranty from the Supplier, and under the same conditions as apply for the rest of the plant, for a period of one (1) year after such replacement or repair has been effected. The defects liability period for the rest of the plant is extended only by the time during which the plant has been out of operation as a result of a Defect covered by the provisions of Article 31.1. Nothing contained in this Article 31.7 shall however extend the defects liability period by a period beyond two (2) years after Taking Over.
- 31.8 **Property in replaced defective parts.** Defective parts which have been replaced shall be made available to the Supplier without cost and shall become the

property of the Supplier.

31.9 **Final period for making good Defects.** If the Supplier has not made good a defect within a time that can be regarded as reasonable with respect to the type and extent of the defect and to other circumstances, the Purchaser shall determine a reasonable final period within which the Supplier shall have made good the defect.

31.10 **Failure to make good a Defect.** If the Supplier has not made good a defect within the final period determined by the Purchaser in accordance with Article 31.9, the Purchaser is entitled, at its option, either to apply the measures required to make good the defect at the Supplier's cost, or to receive a reasonable deduction from the contract Price. If the Defect is so substantial as to significantly deprive the Purchaser of the benefit of the contract, the Purchaser may terminate the contract under Article 30.1(c).

31.11 **Unjustified notification of Defects.** If the Purchaser has notified a defect as described in Article 31, and if it is found that there is no defect for which the Supplier is liable, the Supplier is entitled to compensation for the costs which it has thereby incurred.

Article 32 Limitation of liability

32.1 **Sole reason for termination.** The remedies mentioned in Articles 29 and 30 shall be the Purchaser's sole remedies for Supplier's delay and failure to reach the guaranteed performance.

The remedies mentioned in Article 31 shall be the Purchaser's sole remedies for defects in the plant after Taking Over.

32.2 **Indirect or consequential damages.** Neither Party shall be liable to the other Party for any indirect and consequential damages, such as but not limited to loss of profit, production, or contracts.

32.3 **Fraud and willful misconduct.** The limitation of liability under this Article shall not apply in case of fraud or wilful misconduct.

Chapter 6

Article 33 Force majeure

33.1 **Definition of force majeure.** Where a Party fails to perform one or more of its obligations under this contract, the consequences set out in Articles 33.4 to 33.7 will follow if and to the extent that the Party proves:

- (a) that its failure to perform was caused by an impediment beyond its reasonable control;

- (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and
- (c) that it could not reasonably have avoided or overcome the effects of the impediment.

33.2 Failure to perform by a third party. Where a Party fails to perform one or more of its obligations under this contract because of a default by a third party whom it has engaged to perform the whole or part of this contract, the consequences set out in paragraphs hereunder shall apply to that Party only:

- (a) if and to the extent that Party establishes the requirements set out in Article 33.1; and
- (b) if and to the extent that Party proves that the same requirements apply to the third party.

33.3 Listed impediments. In the absence of proof to the contrary and unless otherwise agreed in this contract expressly or impliedly, a Party invoking this force majeure clause shall be presumed to have established the conditions described in paragraph

33.1 (a) and (b) in case of the occurrence of one or more of the following impediments:

- (a) war (whether declared or not), armed conflict or the serious threat of same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilisation;
- (b) civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- (c) act of terrorism, sabotage or piracy;
- (d) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- (e) act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- (f) explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;
- (g) general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises.

33.4 Consequences of force majeure. A Party successfully invoking Article 33.1 is, subject to Article 33.5 below, relieved of:

- a) its duty to perform its obligations under this contract; and

b) any liability in damages or any other contractual remedy for breach of contract from the time at which the impediment causes the failure to perform if notice thereof is given without delay or, if notice thereof is not given without delay, from the time at which notice thereof reaches the other Party.

33.5 Temporary force majeure. Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 33.4 above shall apply only insofar, to the extent that and as long as the impediment or the listed event invoked impedes performance by the Party invoking this clause of its contractual duties. Where this paragraph applies, the Party invoking this clause is under an obligation to notify the other Party as soon as the impediment or listed event ceases to impede performance of its contractual duties.

33.6 Duty to mitigate. A Party invoking this clause is under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

33.7 contract termination in case of lasting force majeure. Where the duration of the impediment invoked under Article 33.1 or of the listed event invoked under Article 33.3 exceeds six (6) months and has the effect of substantially depriving either or both of the Parties of what they were reasonably entitled to expect under this contract, either Party has the right to terminate this contract by notification within a reasonable period to the other Party.

Where this Article 33.7 applies and where either Party has, by reason of anything done by the other Party in the performance of this contract, derived a benefit before the termination of this contract, the Party deriving such a benefit shall be under a duty to pay to the other Party a sum of money equivalent to the value of such benefit.

Article 34 Confidentiality

34.1 Definition of Confidential Information. Confidential Information in this contract means any and all technical, financial or commercial information stated by either party to be confidential or confidential in nature, provided, however, that the term "Confidential Information" shall not include any information which:

- (a) was already known to the receiving Party at the time of disclosure by or on behalf of the other Party; or
- (b) at the time of disclosure to a Party is part of literature or other sources of knowledge accessible to the public or which after such disclosure becomes part of literature or other sources of knowledge accessible to the public, without the culpable negligence or action of the other Party, its employees or third parties it is responsible for; or
- (c) was available to the receiving Party from a source other than the disclosing Party, provided that such source is not under any confidentiality obligation to the

disclosing Party; or

- (d) is developed by a Party independently of any information disclosed by or on behalf of the disclosing Party.

The burden of proof in respect of this Article 34 is on the party claiming that any of the exceptions specified under (a) to (d) shall apply.

34.2 Duty of confidentiality. Each Party shall keep in strict confidence all Confidential Information obtained from the other Party in the course of performance of this contract. Each Party shall use Confidential Information only to the extent necessary to fulfil its obligations under this contract and for the use of the plant.

34.3 Disclosure to employees. Each Party may disclose Confidential Information to its employees and to third parties only to the extent strictly necessary for the performance of this contract and for the use of the plant, or as required by law. A Party so disclosing shall cause its employees and third parties to observe the obligations of this Article.

34.4 Storage of Confidential Information. Each Party shall store away carefully the confidential Information disclosed by the other Party and shall take reasonable measures to prevent disclosure to unauthorised parties. A receiving Party shall copy the confidential Information disclosed by the other Party only to the extent that this is necessary in the context of the purpose.

34.5 Survival. The obligations contained in this Article shall survive any termination or expiration of this contract.

Article 35 contract documents

35.1 contract and contract documents. This contract includes this document and its attached Annexes specified hereafter and subsequent alterations and additions thereto agreed in writing.

This contract constitutes the entire agreement between the Supplier and the Purchaser with respect to the subject matter of the contract and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of the contract.

Wherever in this contract the word "agreed" is used, it shall be read as meaning agreed in writing or confirmed in writing.

35.2 Attachments. The following attachments constitute an integral part of this contract:

contract Schedules – Specific issues to be determined by the Parties

contract Schedule A Definition of the site

contract Schedule B Events to occur before Commencement Date (Article 3.2)

contract Schedule C contract termination before effectiveness (Article 3.3)

contract Schedule D Information needed for preparing the layout of the plant

contract Schedule E Shipment of equipment – *Marking* – Packing list and other documents

contract Schedule F Price of the contract (Article 25)

contract Schedule G Payment conditions (Article 26)

contract Schedule H Bank guarantees (Article 27)

contract Schedule I Liquidated damages (Article 29)

Annex 1	General description of the plant, guaranteed performance and minimum performance levels
Annex 2	equipment and other goods to be provided by the Supplier
Annex 3	Main sub-contractors and sub-suppliers (Article 6.2)
Annex 4	Technical documentation to be provided by the Supplier (Article 9)
Annex 5	Time Schedule
Annex 6	Raw materials, components and consumables
Annex 7	Technical personnel provided by Supplier for supervision and assistance (Article 16)
Annex 8	erection equipment (specification)/Specialised Personnel provided by Purchaser
Annex 9	performance Test Procedures
Annex 10	Training of Purchaser's personnel (Article 24)
Annex 11	Taking over Certificate
Annex 12	Product know-how license (if applicable)

Article 36 Applicable law

36.1 Unless otherwise agreed, any questions relating to this contract which are not expressly or impliedly settled by the provisions contained in this contract shall be governed in the following order:

- (a) by the principles of law generally recognised in international trade as applicable to international turnkey contracts,
- (b) by the United Nations Convention on the International Sale of Goods (CISG),
- (c) by the relevant trade usages, and
- (d) by the Unidroit Principles of International Commercial contracts, with the exclusion of the clauses 6.2.1 – 6.2.3,

with the exclusion of national laws.

- 36.2 **Internationally mandatory rules.** In any event, consideration shall be given to mandatory provisions of the law of a country having a close connection with this contract which would be applicable even if this contract is governed by a foreign law. Any such provisions will be taken into account to the extent they embody principles that are universally recognised and provided their application appears reasonable in the context of international trade.

37 **Article 37 Resolution of disputes**

- 37.1 **Alternative Dispute Resolution.** The Parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with this contract in accordance with the ICC ADR Rules
- 37.2. All disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Contract Schedules

SPECIFIC ISSUES TO BE DETERMINED BY THE PARTIES

These contract Schedules contain a number of aspects which the Parties should specify in their contract.

The main purpose of the contract Schedules is to help the Parties to identify the issues on which they should take a decision and to propose some standard solutions or examples which may facilitate drafting.

contract Schedule A

Definition of the site

The proposed site and its exact location will be detailed in the site Lease agreement being prepared by the Purchaser and will be pre-requisite to this agreement coming into effect.

In the Supplier's project proposal, the site size requirements are:

The plant operational site premises requires minimum of 10,000 sq/ft indoor space with roof height 30ft minimum. The industrial unit of an empty and hindrance free for the Supplier to carry out ground preparation work with access controls at the entrance and the Supplier will instal waste reception hall and office buildings as well as to install on-site engineering support workshop for technical trouble-shoot.

contract Schedule B

Events to occur before the commencement date (Article 3.2)

The Parties agree that the following events must occur before the commencement date.

by Purchaser

- Signing this contract and supplying a copy of this contract to the Supplier via email.
- Indicating the plant fabrication start date via email.

Official authorisations

- Import licenses
- Plant operational license

Other

1. Waste supply agreement.
2. site lease agreement.

contract Schedule C

contract termination before effectiveness (Article 3.3)

To be filled in if the Parties wish to modify the six (6) months' term already set out in Article 3.3.

This SCHEDULE is NOT APPLICABLE.

The Parties are entitled to terminate the contract according to Article 3.3 in case of non-occurrence of all the events under contract Schedule B within 180 days after signing the contract.

contract Schedule D

Information needed for preparing the layout of the plant (Article 8.1)

The Purchaser and Supplier will transmit, in conformity with Article 8.1, the following information necessary for preparing the layout:

1. Supplier will supply waste supply agreement, guaranteeing the amount and type of Waste to be processed.
2. Purchaser will supply land lease agreement confirming the existence of suitable site that will accommodate the plant and its support facilities.

contract Schedule E

Manufacturing and shipment of equipment – Marking – Packing list and other documents

E-1 SHIPMENT (SEE INTRODUCTION)

This part should be filled in only if the Parties wish to deviate from the solution provided under Article 11.2.

the Supplier will be responsible for all transport and shipping to the required holding or site installation.

The equipment will be shipped as follows:

Carriage and Insurance Paid To ?, Cost of Freight and Custom Duties paid to ?. TBN

E-3 PACKING LIST AND OTHER DOCUMENTS

Each container shall contain a detailed packing list indicating its content. For each shipment the Supplier will send to the Purchaser a complete list of all cases/ parcels or containers, indicating their number, weight and size, together with the packing list of each case/parcel, in order to allow the Purchaser to check the goods at arrival.

contract Schedule F

Price of the contract (Article 25)

The contract price for the turnkey supply of the plant is: £5,600,000 million GBP (five million and six hundred thousand GBP only)

Pricing is inclusive of:

- Design, procurement, manufacturing, shipment/delivery, installation, commissioning and startup cost of the plant
- Recruitment and training of personnel to operate the plant
- Establishment of local workshops and storage facilities
- site readiness: buildings, waste processing facilities, plant housing, administrative and operational office space, vehicle access and parking and any such other facilities required to deliver an operational plant and support services.
- Purchaser will assume ownership of the facility after 25 years of success plant operations in accordance with the project proposal.
- Support & maintenance until handover to the Purchaser at a future date.

contract Schedule G

Payment conditions (Article 26)

- Accepted, agreed and signed contract
- Waste supply agreement
- site lease agreement
- End product sales agreement
- Plant operational, repair and maintenance agreement

contract Schedule H

Payment guarantees provided by the Purchaser in writing (Article 27). By signing this contract, payments are guaranteed by the Supplier, unless this contract is terminated according to the contract termination Article 30 in this contract.

contract Schedule I

Liquidated damages for delay (Article 29)

Since the contract can be terminated by the purchaser under Article 30.1 (a) when cumulated damages for delay exceed the maximum amount indicated in Schedule I-3, Parties should be very careful when defining such maximum amount.

Annex 1

General description of the plant,
guaranteed performance and Minimum performance levels

1-A DESCRIPTION OF THE plant

- Fully continuous feed pyrolysis plant technology.
- Electrical heating system installed. No auxiliary fuel or gas burners are required.
- Processing capacity 50 TP/D, 17,000 TPA.

WasteS/ FEEDSTOCK

- Municipal Solid Waste (MSW)
- Refused Derived Fuel (RDF)
- Non-recyclable Plastics, Polymers
- End of life tyres, Textiles
- Biomass Wood, Agricultural Feedstock and Coal

END PRODUCTS

- Biodiesel, Petrol, Kerosene (17,500 Litres daily).
- Biogas (utilised to generate electricity for the plant)
- Bio bitumen (7,000 kg/pd)
- Biochar (10,000 kg/pd))

PYROLYSIS PROCESS: In contrast to incineration (complete oxidation), pyrolysis is the thermal degradation of a substance in the absence of air/oxygen, and it excludes incineration/burning of Waste. This process requires an external heat source to maintain the required temperature. Typically, lower temperatures of between 350C to 500C used during pyrolysis of materials such as MSW, Plastics, Tyres and Biomass, etc.

The products produced from pyrolyzing materials are liquid oils, synthesis gas (syngas) and biochar. Biochar is a combination of non-combustible materials. The syngas is a mixture of

gases (combustible constituents include Carbon Monoxide, Hydrogen, Methane, and a broad range of other VOCs). Higher proportion of these gases are condensed to produce oils, waxes, and tars. The condensable fraction of Syngas is mainly Biodiesel, Petrol, Kerosene, etc.

1-B guaranteed performance

(Details can also be put in Annex 9, together with the performance testing procedures)

One ton of the mixed dry waste, municipal solid Waste (MSW), plastics, foods, textiles, wood, rubber and many other forms of polymers as carpets etc, produces 35% liquid oil on average. These are degradable materials under certain temperatures of Pyrolysis process to produces syngas, that is condensed into liquid fuels.

Besides the 35% wt of liquid fuels from each ton of waste entering into the plant, Supplier guarantees 15% of non-condensable fraction of syngas that will be utilized to generate own electricity to operate the plant with and this initiative will reduce the electricity cost up to 60%. The remaining 40% of the required electricity will be generated from solar panels. By-products as carbon char and bio bitumen is also guaranteed, and each material will be sold back to the market for financial benefits. Supplier guarantees the plant operations for 340 days a year. In regard to the failure of any parts, components "OR" in case certain parts, component do not operate as described "OR" any technical uncertainties may arise will not effect the whole plant operations and it will not result in a complete failure of the plant. Each part/component are easily repairable, replaced or altered accordingly and each part/components of the plant comes with own and separate functionality which does not effect or result in failures of any other parts/components of the plant.

2-A EQUIPMENT TO BE SUPPLIED BY SUPPLIER

The equipment to be supplied under this contract is the following:

Waste Reception & storage	50 tons of the waste re-routed from the landfill sites to the principal plant for processing it into renewable, sustainable & cost-effective energy. Waste delivered to the waste reception hall.
Feed System	Waste delivered into the hoppers with conveyors and an Auger shaft feed mechanism specifically designed and built to withdraw air/oxygen out of the Waste whilst Waste is moving forward with the rotary auger shaft into the pyrolysis reactor. Multistage airlock mechanism created for the back-fire safety measures.
Pyrolysis Reactors	x pyrolysis reactor built with dual shaft auger system and connected to motor gearbox to control and configure RPM. The pyrolysis reactor built with a high-quality stainless steel S316 and S310 which resist against high-temperatures and resist against corrosion/abrasion.

Heat System	An electrical furnace with FeCrAl heating elements installed to heat up the pyrolysis reactor externally. Furnace comes with own temperature controls.
First Catalyst	First catalytic reactor installed at the exhaust points of the pyrolysis reactors for gases to come in contact with to remove acidity & strong smell of gas & oil.
Cyclone	Centrifugal cyclone installed after the pyrolysis reactors to remove carbon particles from gases. Bio bitumen for road construction is produced at this stage.
Gas pre-heaters	After the gases left the cyclones, gases are heated up again with the electrical furnaces to the right temperatures for the catalyst to react with the gases. The temperature and the catalyst types depending on the end product is required. Steam injected into the catalytic reactors to split water into hydrogen that is bonded with low quality syngas to produce high-quality syngas and liquid fuels.
Main Catalytic Reactors	2 catalytic reactors installed. Catalysts may include Ni, Cu, and Zeolite ZSM5 catalyst as well as activated carbon catalyst.
Hydrocracking Oil Distillation Column	2 hydrotreating, oil distillation columns installed with bubble cap oil collection trays to separate & collect different grades of oil as biodiesel, petrol, kerosene. Liquid oils transferred into storage tanks from the distillation columns.
Heat Exchangers	Heat exchangers are installed to condense the gases further to increase the liquid fuel yield and to bring the gas temperatures lower for further gas separation and processing.
Mineral based purification	Gases and oils treated with certain minerals as bentonite and aluminium oxides for further refining and purification. Oil decolourised and de-odorised at this stage.
Membrane	3 stage membrane solution installed with nano tubes to separate CO ₂ from CH ₄ .
CO ₂ by-product	Liquid nitrogen generators are connected to the gas output points to convert the CO ₂ into dry ice at a temperature -136c for food/beverage and medical industry.
Carbon Char and Solids	Any solids and carbon char in pyrolysis reactor ejected automatically into a pit where an auger shaft is connected to withdraw all the solids including stone chips, metals, glass, carbon char into different containers.
Chimney, Stack	There are NO requirements of chimney/stack as the full system is close loop and none of the gases are released into the atmosphere.
IoT software, controls	Supplier develops a complete IoT system, software, programme to operate the plant with distance monitoring 7 controls SCADA systems.

EMPLOYMENT: 70 full-time, permanent, well paid jobs created.

JOB ROLE	#	JOB ROLE	#	JOB ROLE	#
Operations Director	1	Fabricators	4	Electrical Engineers	2
Managing Directors	2	plant Operators	32	Labourers	6
Team Leaders	3	AutoCAD Design Engineers	2	Procurement Team	1
MIG/TIG Welders	4	Chemical Process Engineers	1	IT, Software Engineers	1
Sales & Marketing	1	Accounts Person	1	Admin & HR	2

Machine Operators	3	Security and Health & Safety	3	Environmental officers	1
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2-B SPARE PARTS TO BE SUPPLIED BY SUPPLIER

On-site engineering workshop will provide any other parts/equipment that may be needed after the plant becomes operational. On-site engineering support workshop will carry out routine maintenance work.

2-C CONSUMABLES TO BE SUPPLIED BY SUPPLIER

The Supplier warrants that the following consumables, which he agrees to supply under the present contract, are reasonably necessary for normal use of the plant:

Under this agreement, the Supplier will supply consumables;

- Nickel catalyst.
- Zeolite ZSM5 Catalyst.
- Refractory materials.
- Gas separation membranes.

Annex 4

Technical documentation to be provided by Supplier

Type of documentation	Number of copies	Time of delivery
site layout & plant operational manuals, list of consumables	1 physical, 1 digital	on completion of the plant commissioning

SIGNATURES & STAMP

PARTIES	REPRESENTATIVE	SIGNATURE & STAMP	DATE
LOKUS ENERGY LIMITED	Mr Naeem Abbas CEO		05/12/2024
OILBOY ENERGY LIMITED	Mr Farhan Abbas Sheikh Chairman BOD		05/12/2024

This document is a true copy of a GENUINE original of 36 pages which bears on page 35 the digital signature of the signatory NAEEM ABBAS who is the sole Director appointed 12th October 2020 of the English Company Lokus Energy Limited (Which is registered at Companies House of England and Wales with number 12796583) as I have verified by means of a video meeting with the said NAEEM ABBAS today 18th February 2025

Notary Public
18 February 2025



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Schedule II
The Companies (Further Issue of Shares) Regulations, 2020

Sr. No.	Name of Person	Comments Received	Whether the Company agree/ disagree to the comment	Proposed change, if agreed	Rationale
1.	The Securities and Exchange Commission of Pakistan	General Comments <ol style="list-style-type: none"> i. Draft offer document (OD) is materially deficient in terms of requirements of Schedule I of the Companies (Further Issue of Shares) Regulations, 2020. It lacks proper disclosures in terms of said Schedule and refers extensively to an Annexure D. Said Annexure D however does not serve the purpose to properly disclose all the relevant information as required in the Schedule 1 of the Regulations. ii. Annexure A, B & C are apparently missing. It is advised that information given in all Annexures should be incorporated in the final OD to align it with the Schedule 1 of the Regulations. iii. Please correct the final OD for any 	Agreed	Disclosure is provided as required Relevant information is taken from Annexure D and provided directly in the Schedule-1	In line with the requirement of the Regulations (and numbering is done according to the Schedule under Regulation)



		<p>typographical & formatting errors before its publication.</p> <p>iv. Please mention the requisite dates in the final OD before its publication.</p> <p>v. Please sign the draft OD by all the relevant signatories, before its publication.</p> <p>vi. Please mention the serial numbers in the final OD as per the Schedule 1 of the Regulations.</p> <p>vii. Please remove the paragraph regarding the salient features of the issue provided after glossary in the final OD.</p> <p>viii. Please add the page numbers in the final OD.</p>			
2.	The Securities and Exchange Commission of Pakistan	<p>Cover Page</p> <p>In the para titled "Advice for Investors" Note should be provided to disclose the following: -</p> <p>i. This is a loss-making Company. The risks associated with loss making companies are comparatively much higher than profitable companies. The prospective investor should, therefore, be aware of the risk of investing in such</p>	Agreed	Disclosure is provided as required Relevant information is taken from Annexure D and provided directly in the Schedule-1	In line with the requirement of the Regulations



		<p>companies and should make the decision to invest only after careful due diligence. It is advisable to consult any independent investment advisor before making any investment in the Company.</p> <p>ii. The Company has reported a loss for the year ended June 30, 2024, resulting in accumulated losses of Rs. 187 million, as a consequence, total equity has significantly eroded.</p> <p>ii. The auditor has highlighted a material uncertainty that raises significant doubt about the Company's ability to continue as a going concern.</p>			
		<p>Section 1: Company profile & history</p> <p>i. Please mention the former name of the Company.</p> <p>ii. Please mention the place of incorporation of the Company.</p> <p>ii. Please disclose the direct link of the website from where</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations



		<p>the final OD can be downloaded.</p> <p>v. Please add the direct reachable number of the contact person.</p>			
		<p>Section 3: Other Details</p> <p>i. Please add name & complete details of underwriter and banker to the issue.</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations
3.	The Securities and Exchange Commission of Pakistan	<p>Salient Features of the Right Issue</p> <p>i. In section I(i)(h), please elaborate the brief purpose of utilization of right issue, rather than referring it to Annexure "D".</p> <p>ii. In section I(i)(i), please mention details as per clause 7(i)(i), of Schedule I of Regulations captioned as "Purpose of Right Issue-Details of the main objects for raising funds through instant right issue".</p> <p>iii. •In section I(ii)(a), please mention details as per clause 7(ii)(A)(a) of Schedule I of the Regulations, captioned as "Details of the principal purpose of Issue".</p> <p>iv. In section I(ii)(b), please mention</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations



		<p>details as per clause 7(ii)(B)(a), (b) and (c) of Schedule I of the Regulations.</p> <p>v. Please provide implementation plan/phases of the project, the cost of each phase & details of all material, existing or anticipated transactions in relation to the utilization of proceeds or project costs with promoters/directors/ key personnel as per clause 7(iii) (b)& (c) of Schedule 1 of the Regulations.</p> <p>vi. In section I(iii), please provide details as per clause 7(iv) of Schedule I of the Regulations. Also explain the basis for decrease in unappropriated loss after the instant right issue.</p> <p>vii. In section I(v), please add the name of underwriter.</p> <p>viii. In section I(vi), please mention details as per clause 7(vii) of Schedule I of Regulations.</p> <p>ix. In section I(viii), please mention all dates & days as per</p>			
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		clause of 7(ix) of Schedule I Regulations.			
4.	The Securities and Exchange Commission	<p>Principle Purpose of the Issue and funding arrangements</p> <p>i. Mention details as per clause 7(ii) A (a) of Schedule I of the Regulations,</p> <p>ii. In para ii (b) Additional disclosures relating to purpose of the issue shall be made. Also mention details as per clause 7(ii)(B)(a) of Schedule I of Regulations.</p> <p>ii. In Para (iii) Financial</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations



		effects arising from right issue - mention the details as per clause 7(iii) A (a) of the Regulations.			
5.	The Securities and Exchange Commission	<p>Detail of the Issuer</p> <p>i. In Section 4, please replace the heading as Details of Issuer.</p> <p>ii. section 4(i), please mention details as per clause 10(i) of Schedule I of the Regulations.</p> <p>ii. In section 4(iii), please mention details as per clause 10(iii) of Schedule I of the Regulations.</p> <p>v. In section 4 (V)(ii), please mention the group structure along with respective shareholding in subsidiaries and associate, if any, as required under clause 10(vi) of Schedule I of the Regulations.</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations



6.	The Securities and Exchange Commission	<p>Risk Factors</p> <p>i. Please clearly elaborate all the risks as mentioned in clause 11 of schedule 1 of the Regulations duly focusing on the following: -</p> <p>a) Currency exchange risk due to import of the plant & machinery.</p> <p>b) Risk associated with the supplier credit and their terms & conditions</p> <p>c) Risk associated with the agreement made with LOKUS for the installation of plant and machinery and mitigates, in case the project is not viable.</p> <p>ii. Please also include all the risk factors mentioned in the Annexure Din the final OD.</p> <p>ii. Please mention the current market price of the share as on the day of publication of final OD.</p>	Agreed	Information is updated as required	In line with the requirement of the Regulations
7.	Pakistan Stock Exchange Limited	<p>Key recommendations</p> <ul style="list-style-type: none"> • Restructuring and Reorganize • Fill in the Gaps • Improve Clarity • Focus on Transparency 	Agreed PSX comments were in line with the comments received from SECP. It is agreed and Schedule 1 is updated	Information is updated as required	In line with the requirement of the Regulations

OILBOY

ENERGY LIMITED

شیڈول 1

کمپنیز ایکٹ 2017 کی دفعہ 83 کے تحت سرکار
کمپنیاں (حصص کا مزید اجراء) ریگولیشنز، 2020
دائیں شیئر - پیش کش دستاویز

1. سرورق صفحہ

سرمایہ کاروں کے لئے مشورہ

ا. یہ خسارے میں چلنے والی کمپنی ہے۔ خسارے میں چلنے والی کمپنیوں سے وابستہ خطرات منافع بخش کمپنیوں کے مقابلے میں نسبتاً زیادہ ہیں۔ لہذا، ممکنہ سرمایہ کار کو ایسی کمپنیوں میں سرمایہ کاری کے خطرے سے آگاہ ہونا چاہئے اور محتاط جانچ پڑتال کے بعد ہی سرمایہ کاری کا فیصلہ کرنا چاہئے۔ کمپنی میں کوئی بھی سرمایہ کاری کرنے سے پہلے کسی بھی سرمایہ کاری مشیر سے مشورہ کرنا مناسب ہے۔

ب. کمپنی نے 30 جون 2024 کو ختم ہونے والے سال کے لیے نقصان رپورٹ کیا ہے، جس کے نتیجے میں مجموعی نقصان 187 ملین روپے تک پہنچ گیا ہے۔ اس کے نتیجے میں، کل ایکویٹی میں نمایاں کمی واقع ہوئی ہے۔

ج. آڈیٹر نے ایک اہم غیر یقینی صورتحال کو اجاگر کیا ہے جو کمپنی کی بطور جاری ادارہ کام کرنے کی صلاحیت پر نمایاں شبہات پیدا کرتی ہے۔

د. ایکویٹی سیکیورٹیز اور ایکویٹی سے متعلق سیکیورٹیز میں سرمایہ کاری ایک مخصوص سطح کے خطرات ہیں۔ سرمایہ کاروں سے توقع کی جاتی ہے کہ وہ حقوق شیئر آفر دستاویز (جیسے یہاں "آفر دستاویز" کہا گیا ہے) اور خطرے کے عوامل کو بغور مطالعہ کریں، اپنی مالی حالت اور خطرات مول لینے کی صلاحیت کا تجزیہ کریں، اور اس آفر میں سرمایہ کاری کے اپنے فیصلے کرنے سے پہلے مکمل غور و فکر کریں۔

ه. پی ایس ایکس پر رائٹ اینٹلمنٹ لیٹر قابل تجارت ہے، اور اس سے پیدا ہونے والے خطرات و فوائد کی مکمل ذمہ داری صرف سرمایہ کاروں پر عائد ہوگی۔

و. یہ دستاویز کمپنی کے شیئر ہولڈرز اور عام عوام کو آئل بوائے انرجی لمیٹڈ کی جانب سے 25,000,000 عام حصص کی حقوق اشاعت، جس کی مالیت 25,000,000 روپے ہے، کے حوالے سے معلومات فراہم کرنے کے مقصد سے جاری کی گئی ہے۔ اس دستاویز کی ایک کاپی سیکیورٹیز ایکسچینج میں رجسٹر کر دی گئی ہے

مارچ 17, 2025	حق داری کی تاریخ	250,000,000	روپے میں جاری کرنے کا سائز
مارچ 18, 2025	کتاب کا اختتام: سے	25,000,000	نمبروں میں مسئلہ سائز
مارچ 24, 2025	کتاب کا اختتام:	10.00 (پریمیم پر: صفر)	صحیح قیمت (روپے فی حصص)
اخذ شدہ بتاریخ 18 اپریل 2025	اخذ شدہ بتاریخ 27 مارچ 2025	پاکستان اسٹاک ایکسچینج میں غیر ادا شدہ حقوق کی ٹریڈنگ	
اخذ شدہ بتاریخ 25 اپریل 2025	اخذ شدہ بتاریخ 27 مارچ 2025	سبسکریپشن کی رقم کی ادائیگی کی تاریخیں	

یہ آفر دستاویز 24 جون، 2025 تک (یعنی سبسکریپشن کی رقم کی ادائیگی کے آخری دن سے 60 دن) تک درست ہے۔

ویب سائٹ: یہ پیشکش دستاویز یہاں ڈاؤن لوڈ کے لئے دستیاب ہے:

<https://obel.com.pk/wp-content/uploads/2025/03/Right-Issue-Schedule-1-Final.pdf>

www.psx.com.pk



ز. کمپنی کی پروفائل اور تاریخ

آئل بوائے انرجی لمیٹڈ	جاری کنندہ کا پورا نام
ڈریکٹر کننگز وے لمیٹڈ	کمپنی کا سابقہ نام
29 جون 1994	انکارپوریشن کی تاریخ
اسلام آباد	کمپنی کی شمولیت کی جگہ
19 جولائی 1994	کاروبار کے آغاز کی تاریخ
0030651	کارپوریٹ یونیورسل شناختی نمبر (سی یو آئی این)
5 اے/1، گلبرگ 3، ایم عالم روڈ، لاہور، پاکستان Tel: +92-423-5771778-9	رجسٹرڈ دفتر کا پتہ
قابل اطلاق نہیں	دوسرے کارپوریٹ دفتر کا پتہ
www.obel.com.pk	ویب سائٹ کا پتہ اور ویب لنک جہاں تازہ ترین دستیاب مالی بیانات رکھے جائے ہیں (فہرست شدہ کمپنی کی صورت میں)
https://obel.com.pk/wp-content/uploads/2025/03/Right-Issue-Schedule-1-Final.pdf	ویب سائٹ کا براہ راست لنک جہاں شیڈول 1- (آفر دستاویز) ڈاؤن لوڈ کیا جاسکتا ہے
جناب منیب احمد خان Tel: +92-423-5771778-9 موبائل: +92 321 4507599 ای میل: muneeb.ahmad@sgc.com.pk	شیئر ہولڈر کی سہولت کے لئے رابطے کی تفصیلات (پوسٹل ایڈریس، فون نمبر یا ای میل ایڈریس کی شکل میں)

ساتواں - موجودہ صحیح مسئلے کی تفصیلات

حق کا تناسب	Share Premium	Par Value per Share	نہیں حصص کی تعداد	جاری کردہ قیمت فی حصص	مسئلے کا حجم	مسئلے کی تفصیل
100.00% صحیح مسئلہ	روپے فی حصص صفر	10.00 روپے فی شیئر	25,000,000	10.00 روپے فی شیئر	250,000,000 روپے	حق کے ذریعے عام حصص کا اجراء

ح. دیگر تفصیلات

1. آخری آفر لیٹر کی تاریخ	مارچ 05, 2025
2. عوامی تبصرے کے لئے پی ایس ایکس پر پیش کش دستاویز رکھنے کی تاریخ۔	منتخب نہیں کیا گیا
3. کتاب کی بندش کی تاریخ -	مارچ 18, 2024
4. کتاب کی بندش کی تاریخ	مارچ 24, 2025
5. پاکستان اسٹاک ایکسچینج لمیٹڈ پر واجب الادا حقوق کی تجارت کا آغاز	مارچ 27, 2025
6. رائٹس لیٹر کی تجارت کی آخری تاریخ	اپریل 18, 2025
7. سی ڈی سی اور فزیکل فارم میں حصص کی قبولیت اور ادائیگی کی آخری تاریخ - آخری ادائیگی کی تاریخ	اپریل 25, 2025
8. ویب سائٹ کا پتہ جہاں سے پیشکش کی دستاویزات ڈاؤن لوڈ کی جاسکتی ہیں	www.obel.com.pk



ط. متعلقہ رابطہ افراد کی تفصیل					
ای میل آئی ڈی	آفس ایڈریس	رابطہ نمبر.	اسم	شخص کا نام	
muneeb.ahmad@sgc.com.pk	5 اے/1، گلبرگہ 3، ایم ایم عالم روڈ، لاہور، پاکستان	+92-423-95771778	ڈائریکٹر	جناب منیب احمد خان	1. جاری کنندہ کا مجاز افسر
contact@dawoodequities.com faisal@adamsecurities.com.pk info@adamsecurities.com.pk	17 ویں منزل، صائمہ ٹریڈ ٹاور اے، آئی آئی چندریگرہ روڈ، کراچی - 74000 کمرہ نمبر 806، آٹھویں منزل، بلڈنگ پاکستان، مین اسٹاک ایکسچینج روڈ، لالہ زار، کراچی	(21-92) 32271881 و 32271883 -02132444315 Ext: 113,114 16	چیف فنانشل آفیسر ڈائریکٹر	جناب سلمان جناب نعمان	2. انڈر رائٹر (ا) داؤد سیکورٹیز لمیٹڈ (ب) ایڈم سیکورٹیز لمیٹڈ
hafizimran@faysalbank.com	ایس-86-آر-405، فیروز پور، نصیر آباد، صمد صمد ریڑ فیکٹری کے قریب، لاہور	+92 321 92 4156 + 993	برانچ منیجر	حافظ عمران	3. اس مسئلے کے لئے بینکار فیصل بینک لمیٹڈ



2. دستبرداری:

- کمپنیز ایکٹ 2017 اور کمپنیز (شیئرز کا مزید اجراء) ریگولیشنز 2020 کے مطابق اس دستاویز کو سکیورٹیز ایکسچینج اور سکیورٹیز ایکسچینج کمیشن آف پاکستان (ایس ای سی پی) کی منظوری کی ضرورت نہیں ہے۔
- سکیورٹیز ایکسچینج اور ایس ای سی پی کا دعویٰ ہے:
 - ا. اس دستاویز سے ہونے والے یا اس پر انحصار کرنے والے کسی بھی نقصان کی ذمہ داری، بشمول غلطیوں، نامکملیت اور / یا غلطیوں، اس دستاویز کی بنیاد پر کیے گئے فیصلوں اور / یا اقدامات کے لئے کسی بھی وجہ سے پیدا ہوتی ہے، لیکن اس تک محدود نہیں ہے۔
 - ب. کمپنی اور اس کی کسی بھی اسکیم / منصوبے کی مالی مضبوطی کے لئے کوئی ذمہ داری یا اس پیشکش دستاویز میں کمپنی کی طرف سے ان کے بارے میں دیئے گئے کسی بھی بیان یا رائے کی درستگی کے لئے۔
 - ت. مسئلے کے معیار کے بارے میں کوئی بھی ذمہ داری
- یہ واضح کیا جاتا ہے کہ اس آفر دستاویز میں موجود معلومات کو ایس ای سی پی اور سکیورٹیز ایکسچینج کی طرف سے کسی خاص معاملے پر مشورہ کے طور پر نہیں سمجھا جانا چاہئے اور اسے مخصوص مشورہ کا متبادل نہیں سمجھا جانا چاہئے۔

3. تکنیکی اصطلاحات اور تعریفوں کی اصطلاحات

آئل بوائے انرجی لمیٹڈ	Issuer
کمپنیز ایکٹ، 2017	فعل
سینٹرل ڈپازٹری کمپنی آف پاکستان لمیٹڈ	سی ڈی سی
سکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان	کمیشن / ایس ای سی پی
نیشنل کلیئرنگ کمپنی آف پاکستان لمیٹڈ	این سی سی پی ایل
پاکستان اسٹاک ایکسچینج لمیٹڈ	پی ایس ایکس / اسٹاک ایکسچینج
پائریولیسس آکسیجن کی غیر موجودگی میں نامیاتی مواد، جیسے بائیوماس کو گرم کرنا ہے۔	پائریولیسس
کمپنیاں (حصص کا مزید اجراء) ریگولیشنز، 2020	ضوابط



1. صحیح مسئلے کی نمایاں خصوصیات

ا. صحیح مسئلے کی مختصر شرائط	
آر 2 - 100.00% عام حصص کا صحیح اجراء 10.00 روپے کی جاری قیمت پر (جس میں صفر روپے فی حصص کا پریمیم بھی شامل ہے) یعنی کمپنی کے شیئر ہولڈرز کے پاس موجود ہر 100 عام حصص کے لئے 100 صحیح عام حصص۔	(ا) مسئلے کی تفصیل
250,000,000 روپے کمپنی کے 25,000,000 عام حصص میں تقسیم کیے جائیں گے جو 10.00 روپے کی جاری قیمت پر پیش کیے جائیں گے (یعنی چہرے / برابر قیمت پر)	(ب) مجوزہ مسئلے کا حجم
پی کے آر 10/- فی عام حصص	(ت) عام حصص کی چہرے کی قیمت
عام حصص کی موجودہ مارکیٹ قیمت 11.00 روپے (27 دسمبر، 2024) ہے۔ تاہم کمپنی کی انتظامیہ نے 10.00 روپے فی حصص کی قیمت پر صحیح حصص پیش کرنے کا فیصلہ کیا ہے۔	(ث) صحیح مسئلے کی قیمت کے تعین کی بنیاد
رائٹ ایشو کی مقدار کمپنی کے موجودہ ادا شدہ سرمائے کا 100.00% ہے یعنی کمپنی کے شیئر ہولڈرز کے پاس موجود ہر 100 عام حصص کے لئے 100.00 رائٹ شیئرز ہیں۔	(ج) موجودہ جاری کردہ حصص میں نئے اجراء کا تناسب، اگر کوئی شرط ہو
دسمبر 27، 2024	
<ul style="list-style-type: none"> جناب فرحان عباس شیخ محترمہ فاطمہ جمیل جناب منیب احمد خان جناب سعد لیاقت دی. عبدالغفار 	(ح) بورڈ آف ڈائریکٹرز (پی او ڈی) کے اجلاس کی تاریخ جس میں صحیح مسئلے کی منظوری دی گئی
	(خ) بورڈ آف ڈائریکٹرز کے اجلاس میں شرکت کرنے والے ڈائریکٹرز کے نام
اس مسئلے کا مقصد بائیو آئل کے لیے پائرولیسیس یعنی فضلے سے توانائی تک کے منصوبے کے لیے "فاسٹ پائرولیسیس" کے ذریعے مالی اعانت فراہم کرنا ہے۔ مجوزہ پلانٹ تیز رفتار پائرولیسیس پر مبنی ہے جو فضلے سے توانائی کا عمل ہے جو آکسیجن کے بغیر نامیاتی فضلے کو تیزی سے گرم کرتا ہے، توانائی اور دیگر استعمال کے لئے بائیو آئل، سنگاس اور چار پیدا کرتا ہے۔	(د) صحیح مسئلے کے استعمال کا مختصر مقصد حاصل ہوتا ہے
سرمائے کے مزید اجراء سے حاصل ہونے والے فنڈز کو نئے کاروباری منصوبے میں استعمال کیا جائے گا جس میں عمارت، پلانٹ اور مشینری، فرنیچر، سازوسامان، ورکنگ کپیٹل کی ضرورت وغیرہ شامل ہیں۔ منصوبے کی ٹائم لائنز... پروجیکٹ کی کل مدت (پیداوار شروع کرنے کے لئے) (10) ماہ ہے یعنی 31 اکتوبر 2025 کے آخر تک۔ گنجائش - 3,800 ~ 4,000 ٹن سالانہ (ضمنی مصنوعات سمیت)	(ذ) صحیح مسئلے کا مقصد - موجودہ صحیح مسئلے کے ذریعے فنڈز جمع کرنے کے اہم مقاصد کی تفصیلات۔
100% قابل اطلاق قواعد و ضوابط کی ضروریات کے مطابق رائٹ ایشو کو کم لکھا جائے گا۔	(ر) سبسکریپشن کی کم از کم سطح (ایم ایل ایس)



قابل اطلاق نہیں کوئی آپشن فراہم نہیں کیا جا رہا ہے	(ز) "بلاک شدہ رقم کی حمایت یافتہ ایپلی کیشن" (لے ایس بی لے) کی سہولت، اگر کوئی ہو، صحیح حصص کی سبسکریپشن کے لئے فراہم کی جائے گی۔
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ب. اس مسئلے کا بنیادی مقصد اور فنڈنگ کے انتظامات:

(ا) اس مسئلے کے بنیادی مقصد کی تفصیلات۔

سرمائے کے مزید اجراء سے حاصل ہونے والے فنڈز مندرجہ بالا کے مطابق استعمال کیے جائیں گے۔
آمدنی کا استعمال:

روپے۔	اس کے لئے درکار فنڈز
250,000,000	سرمائے کے مزید اجراء سے حاصل ہونے والی رقم نئے کاروباری منصوبے میں استعمال کی جائے گی
250,000,000	

آمدنی کا استعمال :

%	روپے۔	
10.42%	50,000,000	عمارت
75.00%	360,000,000	پلانٹ اور مشینری*
4.17%	20,000,000	فرنیچر اور فکسچر
4.17%	20,000,000	دفتر کا سامان
2.08%	10,000,000	کمپیوٹر اور لوازمات
4.17%	20,000,000	گاڑیوں
	480,000,000	
		کم:
	(252,000,000)	سپلائر کریڈٹ**
	228,000,000	Net کی ضرورت
	22,000,000	ورکنگ کیپیٹل / ہنگامی حالات کے لئے
	250,000,000	دائیں طرف سے حاصل ہونے والی آمدنی
49.80%	250,000,000	- صحیح مسئلہ
50.20%	252,000,000	- سپلائر کریڈٹ
	502,000,000	

پلانٹ اور مشینری میں ویسٹ ریسپیشن اور اسٹوریج، فیڈ سسٹم، پائرولیسس ری ایکٹرز، ہیٹ سسٹم، فرسٹ کیٹالسٹ، سائیکلون، گیس پری ہیٹر، مین کیٹالٹک ری ایکٹرز، ہائیڈروکریکنگ آئل ڈسٹیلیشن کالم، ہیٹ ایکسچینجرز معدنیات پر مبنی تطہیر، جھلی، کاربن ڈائی آکسائیڈ بائی پروڈکٹ، کاربن چار اور ٹھوس، چمنی، اسٹیک، آبی او ٹی سافٹ ویئر، کنٹرول وغیرہ شامل ہیں۔

لوکس انرجی لمیٹڈ (لوکس) ایک مینوفیکچرنگ کمپنی ہے جو صنعتی پیمانے پر فضیل سے توانائی کے پلانٹس کی مینوفیکچرنگ میں مہارت رکھتی ہے تاکہ ہر قسم کے مخلوط فضیل اور بائیو ماس کو صفر فضلہ اور صفر اخراج کی کارکردگی کے ساتھ ری سائیکل کیا جاسکے۔ کچرے کی ری سائیکلنگ کے ذریعے صاف ستھری، پائیدار اور سستی توانائی پیدا کرنا۔ ہماری ٹکنالوجی پائیداری پیش کرتی ہے اور کاربن کے اخراج کو نمایاں طور پر کم کرتی ہے۔ صنعتی پیمانے پر پلانٹ جدید بائیو فیول ٹیکنالوجی



کے ساتھ تیار کیا گیا ہے تاکہ بائیو فیول اور بائی پروڈکٹس تیار کرنے کے لئے ہر قسم کے فضیلے اور بایوماس کو پروسیس کیا جاسکے۔ معاہدے کی کل رقم 1.00 ملین برطانوی پاؤنڈ ہے اور اسے مندرجہ ذیل کے مطابق ادا کرنا ہوگا:

بقایا	ادائی	سال
70%	30%	2025
40%	30%	2026
0%	40%	2027

تفصیلی بزنس پلان اس کے ساتھ ضمیمہ ڈی کے طور پر منسلک ہے (جیسا کہ 27 دسمبر، 2024 کو رائٹ ایشو کے اعلان کے ساتھ پہلے ہی پھیلا جا چکا ہے)۔

(ب) مندرجہ ذیل کی صورت میں مسئلے کے مقصد سے متعلق اضافی انکشافات کیے جائیں گے:

<p>• اگر مسئلے کا مقصد کسی منصوبے کی مالی اعانت کرنا ہے</p>	<p>اس مسئلے کا مقصد بائیو آئل کے لیے پائرولیسس یعنی فضیلے سے توانائی تک کے منصوبے کے لیے "فاسٹ پائرولیسس" کے ذریعے مالی اعانت فراہم کرنا ہے۔ سیلائر کے ساتھ معاہدے کو معائنہ اور جائزہ لینے کے لئے www.obel.com پر رکھا جاتا ہے۔ مجوزہ پلانٹ تیز رفتار پائرولیسس پر مبنی ہے جو فضیلے سے توانائی کا عمل ہے جو آکسیجن کے بغیر نامیاتی فضیلے کو تیزی سے گرم کرتا ہے، توانائی اور دیگر استعمال کے لئے بائیو آئل، سنگاس اور چار پیدا کرتا ہے۔ لوکس ابتدائی سالوں کے لئے مرمت اور بحالی کی خدمات کے ساتھ تنصیب اور آپریشن خدمات فراہم کرے گا۔</p> <p>1 - اس منصوبے میں بجلی کی پیداوار کو شامل کیا گیا ہے جس کے ذریعے بائی پروڈکٹ کے طور پر تیار کردہ سنگا کو بجلی کی پیداوار کے لئے ری سائیکل کیا جاسکتا ہے۔ اس سے آپریشنل لاگت میں بڑی بچت ہوگی اور پروجیکٹ قابل عمل ہو جائے گا۔</p> <p>لاہور شیخوپورہ روڈ شیخوپورہ میں 06-2 ایکڑ اراضی (لیز ہولڈ) دستیاب ہے۔ احاطہ شدہ علاقہ (تعمیر اور ڈھانچے کے لئے) تقریباً 18,000 ~ 20,000 مربع فٹ ہے۔ جزوی ڈھانچہ سائٹ پر دستیاب ہے۔ ایک اندازے کے مطابق پلانٹ کے مطابق ڈھانچے کو واضح کرنے کے لئے 50.00 ملین روپے کی ضرورت ہے۔</p> <p>3 - بائیو ڈیزل قدرتی، قابل تجدید وسائل سے بنائے گئے ڈیزل ایندھن کا متبادل ہے۔ بائیو ڈیزل کو اس کی خالص شکل (بی 100) میں استعمال کیا جاسکتا ہے یا مختلف فیصد میں پیٹرولیئم ڈیزل کے ساتھ ملا یا جاسکتا ہے۔ سب سے زیادہ عام مرکب بی 2 (2% بائیو ڈیزل)، بی 5، اور بی 20 (20% بائیو ڈیزل) ہیں۔ بائیو ڈیزل بائیوڈی گریڈ ایل، غیر زہریلا ہے، اور ڈیزل کے مقابلے میں کم فضائی آلودگی کا سبب بنتا ہے۔ یہ موجودہ گاڑیوں کے انجنوں کے ساتھ بھی مطابقت رکھتا ہے اور مختلف ایپلی کیشنز میں استعمال کیا جاسکتا ہے، بشمول سڑک پر گاڑیاں، کان کنی، جنگلات، تعمیرات، زراعت، اور سمندری صنعتیں۔ تاہم، ابتدائی مدت میں، کمپنی مندرجہ ذیل مارکیٹ کو ہدف بنا رہی ہے:</p> <p>ا. زرعی منڈی : جس میں چھوٹے جنریٹر (ٹیوب ویلوں کے لیے) اور ٹریکٹر وغیرہ شامل ہیں۔ ب. دوسروں : چھوٹے جنریٹر</p> <p>4 - فاسٹ پائرولیسس ایک تھرمل عمل ہے جو آکسیجن کی عدم موجودگی میں بایوماس کو مائع، تھوس اور گیس کی مصنوعات میں توڑ دیتا ہے۔ تیز پائرولیسس آکسیجن کی غیر موجودگی میں بہت تیز حرارت کی شرح پر بایوماس کو اعلیٰ درجہ حرارت پر تیزی سے گرم کرتا ہے۔ یہ غیر فعال ماحول کے تحت بائیو پولیمر کے حصوں کو تحلیل کرنے کے لئے گرمی کا استعمال کرتا ہے، ماحول کے دباؤ کو 450-500 ڈگری سینٹی گریڈ کی درجہ حرارت کی حد پر گیس کی رہائش کے مختصر وقت کے اندر (1s~) کے اندر استعمال کرتا ہے۔ نتیجتاً اوٹ پٹ کو مندرجہ ذیل کے طور پر بیان کیا جا سکتا ہے:</p> <p>(ا) حیاتیاتی تیل: ایک گہرا بھورا مائع جس کی ہیٹنگ ویلیو زیادہ ہے جیسے انجن اور بوائلر میں ایندھن کے طور پر استعمال کیا جاسکتا ہے۔</p> <p>(ب) تھوس چار اور بینومین : تھوس مصنوعات۔</p> <p>(ت) پائرولیٹک گیس / سنگاس : ایک گیس کی مصنوعات۔</p> <p>اس عمل میں شامل ہیں :</p> <p>خشک کرنا: بایوماس کو 10% سے کم نمی تک خشک کیا جاتا ہے۔</p> <p>پیسنا: بایوماس کو باریک ذرات میں پیسا جاتا ہے۔</p>
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	<p>تیز گرمی: بایوماس کو تیزی سے اعلیٰ درجہ حرارت پر گرم کیا جاتا ہے، عام طور پر 350-600 ڈگری سینٹی گریڈ کے درمیان، تقریباً 2 سیکنڈ کے رہائشی وقت کے ساتھ۔</p> <p>بجھانا: مصنوعات کو جلدی سے ٹھنڈا اور گھنا کیا جاتا ہے۔</p> <p>منصوبے کی ٹائم لائنز... پروجیکٹ کی کل مدت (پیداوار شروع کرنے کے لیے) (10) ماہ یہ یعنی 31 اکتوبر 2025 کے آخر تک۔</p> <p>لوکس انرجی لمیٹڈ (لوکس) کے ساتھ معاہدے پر دستخط کیے گئے ہیں، جو عالمی سطح پر موجودگی کے ساتھ برطانیہ میں قائم ایک کمپنی ہے، ایک مینوفیکچرنگ کمپنی ہے، جو صنعتی پیمائے پر فضلے سے توانائی کے پلانٹس کی مینوفیکچرنگ میں مہارت رکھتی ہے تاکہ صفر فضلہ اور صفر اخراج کی کارکردگی کے ساتھ ہر قسم کے مخلوط فضلے اور بایوماس کو ری سائیکل کیا جاسکے۔ کچرے کی ری سائیکلنگ کے ذریعے صاف ستھری، پائیدار اور سستی توانائی پیدا کرنا۔ ہماری ٹکنالوجی بائیداری پیش کرتی ہے اور کاربن کے اخراج کو نمایاں طور پر کم کرتی ہے۔ صنعتی پیمائے پر پلانٹ جدید بائیو فیول ٹیکنالوجی کے ساتھ تیار کیا گیا ہے تاکہ بائیو فیول اور بائی پروڈکٹس تیار کرنے کے لیے ہر قسم کے فضلے اور بایوماس کو پروسیس کیا جاسکے۔</p> <p>کمپنی کا نام - لوکس انرجی لمیٹڈ</p> <p>ایڈریس - 12 اسپرنگ سینٹ، ایکرنگٹن، پی 05 ایچ ایف، برطانیہ</p> <p>کاروبار کی نوعیت - جیسا کہ اوپر دیا گیا ہے</p> <p>رجسٹریشن نمبر - 12796583</p> <p>خالص مالیت - 6.64 ملین برطانوی پاؤنڈ</p> <p>ادا شدہ حصص کا سرمایہ - 6.00 ملین پاؤنڈ</p> <p>آمدنی - 13.00 ملین برطانوی پاؤنڈ</p>
• اگر مسئلے کا مقصد پلانٹ / سازوسامان / ٹکنالوجی خریدنا ہے	قابل اطلاق نہیں
• اگر مسئلہ کا مقصد زمین کا حصول ہے	قابل اطلاق نہیں
• اگر مسئلے کا مقصد غیر منقولہ اثاثے حاصل کرنا ہے	قابل اطلاق نہیں
• اگر مسئلے کا مقصد قرض / قرض کی ادائیگی ہے	قابل اطلاق نہیں
• اگر مسئلے کا مقصد گرین فیلڈ پروجیکٹ میں پی ایم آر / سرمایہ کاری ہے	قابل اطلاق نہیں
• اگر مسئلے کا مقصد ورکنگ کیپیٹل کی مالی اعانت کرنا ہے	قابل اطلاق نہیں

مزید معلومات:

روپے	
منصوبے کے لئے درکار کل لاگت	480,000,000
فنڈز کا ذریعہ	
- صحیح مسئلہ	250,000,000
- سپلائر کریڈٹ	252,000,000
قرض کی فنائینگ کی صورتحال، اگر کوئی ہو	صفر
منصوبے کی ورکنگ کیپیٹل کی ضرورت	22,000,000
تجارت میں اسٹاک	19,170,230
Trade receables	9,775,703
تجارت اور دیگر واجبات	(6,945,932)
منصوبے کا محل وقوع	

لاہور شیخوپورہ روڈ شیخوپورہ میں 06 ایکڑ اراضی (لیز ہولڈ) دستیاب ہے۔ احاطہ شدہ علاقہ (تعمیر اور ڈھانچے کے لئے) تقریباً 18,000 ~ 20,000 مربع فٹ ہے۔ جزوی ڈھانچہ سائٹ پر دستیاب ہے۔ ایک اندازے کے مطابق پلانٹ کے مطابق ڈھانچے کو واضح کرنے کے لئے 50.00 ملین روپے کی ضرورت ہے۔



صلاحتیت	:
تیز پائرولیسس	پودوں کی قسم
3,800 ~ 4,000 ٹن سالانہ (ضمنی مصنوعات سمیت)	صلاحتیت
30 ~ 40 افراد	افراد کی قوت کی ضرورت
ابتدائی ادوار میں > ایک میگاواٹ	بجلی کی ضرورت

دیگر مفروضے

قابل وصول اشیاء میں دن	15 دن
انویٹری میں دن	30 دن
تجارتی ادائیگی کے دن	15 دن

ج. عام ضروریات - قابل اطلاق نہیں

د. صحیح مسئلے سے پیدا ہونے والے مالی اثرات -

حصص کے سرمایے پر اثرات

	حق کے بعد	حق سے پہلے
مجاز دارالحکومت	1,600,000,000	1,600,000,000
جاری، سبسکرائب اور ادا شدہ سرمایہ	500,000,000	250,000,000
غیر مناسب منافع / (نقصان)	(169,569,740)	(187,069,740)
شیئر ہولڈرز کی ایکویٹی	330,430,260	62,930,260
کتاب کی قدر	6.61	2.52
گیٹنگ کا تناسب	0.94	0.93
پیداوار کی صلاحیت	4,000 ~ 3,800	-
مارکیٹ کا حصہ	%	%
نہ ہونے کے برابر	-	-

توقع ہے کہ کمپنی موجودہ آپریشنز سے اس سال کے آخر میں ریڈ سے باہر ہوجائے گی۔

ه. اجراء کے کل اخراجات (عارضی)

روپے.	
3,000,000	مسئلے کے مشیر
2,000,000	انڈر رائٹنگ کمیشن
750,000	اس مسئلے پر بینکاروں کا تبصرہ
1,250,000	دوسروں

و. انڈر رائٹرز کی تفصیلات 7,000,000

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متعلقہ کمپنی /	روپے میں رقم.	انڈر رائٹر کا نام
جاری کنندہ کی متعلقہ ذمہ داری	زیر تحریر	
نہیں	125,000,000	داؤد سیکورٹیز لمیٹڈ
نہیں	43,065,480	ایڈم سیکورٹیز لمیٹڈ
	168,065,480	

ز. بڑے شیئر ہولڈرز / ڈائریکٹرز کی طرف سے وعدے:

وعدوں کو مندرجہ ذیل کے طور پر وصول کیا جاتا ہے:

عزم	حق کا حق	اجارہ	پایہ	نام
روپے.	ہم.	ہم.		
13,828,720	1,382,872	1,382,872	ایسوسی ایٹڈ کمپنی	آئل بوائے (پرائیویٹ) لمیٹڈ*
68,080,800	6,808,080	6,808,080	چیئرمین / ڈائریکٹر	فرحان عباس شیخ
12,500	1,250	1,250	سی ای او / ڈائریکٹر	فاطمہ جمیل شیخ*
12,500	1,250	1,250	ڈائریکٹر	فرخندہ عباس*
81,934,520	8,193,452	8,193,452		

جناب فرحان عباس شیخ شیئر ہولڈرز کی جانب سے صحیح ایشو سبسکرائب کریں گے۔

ح. جزوی حصص

جزوی حصص، اگر کوئی ہوں تو، پیش نہیں کیے جائیں گے اور ایک حصص سے کم کے تمام حصوں کو کمپنی کی طرف سے ضم اور نمٹا دیا جائے گا اور اس طرح کے معاہدے سے حاصل ہونے والی آمدنی ان حقدار حصص داروں کو ادا کی جائے گی جنہوں نے اس پیشکش کو قبول کیا ہو۔

ط. اہم تاریخیں:

25 مارچ 2025	بک انٹری فارم میں سی ڈی سی میں ادا نہ کیے گئے حقوق کے کریڈٹ کی تاریخ
26 مارچ 2025	فزیکل سرٹیفکیٹ رکھنے والوں کو لیٹر آف رائٹ (ایل او آر) بھیجنا
26 مارچ 2025	فزیکل لیٹر آف رائٹس بھیجنے کے لئے اسٹاک ایکسچینج (س) کو اطلاع
27 مارچ 2025	پاکستان اسٹاک ایکسچینج لمیٹڈ پر واجب الادا حقوق کی تجارت کا آغاز
09 اپریل 2025	درخواستوں کو سی ڈی سی میں تقسیم کرنے اور جمع کرنے کی آخری تاریخ
18 اپریل 2025	رائٹس لیٹر کی تجارت کی آخری تاریخ
25 اپریل 2025	سی ڈی سی اور جسمانی فارم میں سرٹیفکیٹ کی قبولیت اور ادائیگی کی آخری تاریخ - آخری ادائیگی کی تاریخ
09 مئی 2025	حصص کی الاٹمنٹ اور سی ڈی سی میں حصص کے بک انٹری کا کریڈٹ
23 مئی 2025	مادی مضاربہ سرٹیفکیٹ بھیجنے کی تاریخ

4. سبسکریپشن کی رقم کی ادائیگی کا طریقہ کار:

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- ا. جیسا کہ اوپر اشارہ کیا گیا ہے ادائیگی 25 اپریل 2025 کو یا اس سے پہلے فیصل بینک لمیٹڈ کی کسی بھی مجاز برانچ کے ذریعے "آئل بوائے انرجی لمیٹڈ- رائٹ شیئرز سبسکریپشن اکاؤنٹ" کے کریڈٹ پر نقد یا کراس چیک یا ڈیمانڈ ڈرافٹ یا بے آرڈر کے ذریعہ کی جانی چاہئے۔
- ب. صحیح سبسکریپشن کی درخواست www.Obel.com.pk سے ڈاؤن لوڈ کی جا سکتی ہے۔
- ج. غیر مقیم پاکستانی/غیر ملکی شیئر ہولڈرز کی صورت میں پاکستانی روپے میں مساوی رقم کا ڈیمانڈ ڈرافٹ جاری کنندہ کے رجسٹرڈ دفتر میں کمپنی سیکرٹری آئل بوائے انرجی لمیٹڈ کو رائٹ سبسکریپشن درخواست (دونوں کاپیاں) کے ساتھ ارسال کیا جائے اور صارفین کی جانب سے ادائیگی کی آخری تاریخ سے قبل این آئی سی او پی/ پاسپورٹ کی مصدقہ کاپی کے ساتھ دستخط کیے جائیں۔
- د. تمام چیک اور ڈرافٹ اسی شہر میں واقع ایک بینک پر کھینچے جانے چاہئیں جہاں رائٹ سبسکریپشن کی درخواست جمع کی جاتی ہے۔ چیک وصولی سے مشروط ہے۔
- ه. بینک ڈاک کے ذریعے دی گئی رائٹ سبسکریپشن درخواست کو قبول نہیں کرے گا جو 25 اپریل، 2025 کو کاروبار بند ہونے کے بعد پہنچ سکتی ہے، جب تک کہ اس بات کا ثبوت دستیاب نہ ہو کہ یہ ادائیگی کی آخری تاریخ سے پہلے پوسٹ کیا گیا ہے۔
- و. 25 اپریل، 2025 کو یا اس سے پہلے جاری کنندہ کے بینکز کو مذکورہ بالا رقم کی ادائیگی کو صحیح پیشکش کی قبولیت سمجھا جائے گا۔
- ز. کمپنی کے بینکرز کی جانب سے ادائیگی موصول ہونے کے بعد رائٹ سیکوریٹیز کو آخری ادائیگی کی تاریخ سے 14 کاروباری دنوں کے اندر متعلقہ سی ڈی ایس اکاؤنٹس میں جمع کیا جائے گا۔ ادائیگی شدہ رائٹ سبسکریپشن کی درخواست کا کاروبار یا منتقلی نہیں کی جائے گی۔

5. انتظامیہ اور سپانسرز کا پروفائل

دیگر کمپنیوں میں ڈائریکٹر شپ حاصل کی گئی	مختصر پروفائل	پتہ	ڈائریکٹر کے نام	سر۔
<ul style="list-style-type: none"> آئل بوائے (پرائیویٹ) لمیٹڈ کارنر اسٹورز (پرائیویٹ) لمیٹڈ ایکسپریس مینٹیننس (پرائیویٹ) لمیٹڈ انرجی ٹریڈر اے او پی الفا سرمایہ کاری 	<p>بورڈ آئل بوائے انرجی لمیٹڈ کے چیئرمین۔ سنی گروپ آف کمپنیز کی پیشہ ورانہ ٹیم کی قیادت گروپ کی چھتری تلے چلنے والی مختلف کمپنیوں پر مشتمل ہے جو اپنے کاروباری ماڈلز میں تنوع رکھتی ہیں۔ آئل بوائے، فرانسیسی کارنر، ای ایم سی، فوڈ پارٹنرز، ویلیو ایکسچینج اور فلو لاجسٹکس۔</p> <p>وہ اپنے ابتدائی کریئر میں ایک پیشہ ور بینکر تھے، قومی اور بین الاقوامی بینکاری تنظیموں سے وابستہ رہے ہیں۔ وہ ڈوئچے بینک، سنگاپور بینک (پاکستان میں تفویض کردہ)، حبیب بینک لمیٹڈ جیسے معروف بینکوں کے ساتھ شاندار تجربہ رکھتے ہیں۔ اور بارکے کے بینک انٹرنیشنل، دبئی۔</p> <p>وہ 2011 میں پاکستان واپس آئے اور گیس اینڈ آئل پاکستان لمیٹڈ میں شراکت داری کے ذریعے کل وقتی کاروباری شخصیت بن گئے۔ ان کی قیادت میں کمپنی نے زبردست ترقی کی۔ ان کی تعلیمی قابلیت میں بی سی، پی ایس سی فنانس، ایم بی اے اور ایل ایل بی شامل ہیں۔</p>	ایکس پارک ویو، ایچ نمبر 53-اے، مرحلہ 8، ڈی ایچ اے، لاہور کینٹ، لاہور	فرحان عباس شیخ نان ایگزیکٹو ڈائریکٹر/ چاریرمین	1
<ul style="list-style-type: none"> کارنر اسٹورز (پرائیویٹ) لمیٹڈ انرجی ٹریڈر اے او پی اے آئی سے پوچھیں فوڈ پارٹنرز 	<p>فاطمہ جمیل شیخ کے پاس 15 سال کا پیشہ ورانہ تجربہ ہے۔ انہوں نے بہت سے کامیاب منصوبوں کی قیادت کی ہے، ان کی پروفائل میں آئی بی ایم، سیمز، برٹش ٹوبیکو، شیل، حبیب گروپ آف کمپنیز، ہونڈا اٹلس، علی گوہر فارماسیوٹیکلز اور پاکستان پیٹرولیم جیسے بڑے ناموں کے ساتھ کام کرنا شامل ہے۔</p> <p>وہ ڈبل نفرت کر رہی ہیں اور ایس جی سی کے ساتھ دو کردار ادا کر رہی ہیں۔</p> <p>ڈائریکٹر کی حیثیت سے، وہ پورے کارنر اسٹور کا انتظام اور قیادت کرتی ہے اور لوگوں کی بہترین کارکردگی کی سربراہ کی حیثیت سے وہ گروپ کے لئے پورے ایچ آر فنکشن کی نگرانی اور انتظام کرتی ہے۔</p> <p>ان کی قابلیت اور پیشہ ورانہ قابلیت میں ایم بی اے (ایم آئی ایس) اور ایس اے پی سرٹیفیکیشن شامل ہیں۔</p>	ہاں۔ نمبر 2/67، سینٹ نمبر 04، خیابان اے بادیں دھا-5، کراچی	فاطمہ جمیل شیخ چیف ایگزیکٹو آفیسر / ایگزیکٹو ڈائریکٹر	2

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3	<p>کائیزن ریسورسز (پرائیویٹ) لمیٹڈ</p>	<p>ایس جی سی میں چیف آپریٹنگ آفیسر، پروجیکٹ اینڈ بزنس ہیڈ اور تجزیہ کار کی حیثیت سے کام کرنا۔ سنی گروپ آف کمپنیز گروپ کی چھتری تلے چلنے والی مختلف کمپنیوں پر مشتمل ہے جو اپنے کاروباری ماڈلز کے درمیان تنوع رکھتی ہیں۔ آئل بوائے، فرانسیسی کارٹر، ای ایم سی، فوڈ پارٹنرز، ویلیو ایکسچینج اور فلو لاجسٹکس۔ پروجیکٹ اور کاروباری ترقی، اشتہارات، مالیاتی رپورٹنگ، ٹیکسیشن، کارپوریٹ تعمیل، تعلقات کے انتظام، آڈٹ اور ای آر پی اور مصنوعی ذہانت کے منصوبے کے نفاذ میں مضبوط تجربے کے ساتھ کارکردگی پر مبنی پیشہ ور۔</p>	<p>ہاؤس نمبر 102 اے، معمار انجینئرز ہاؤسنگ سوسائٹی، لاہور</p>	<p>جناب منیب احمد خان نان ایگزیکٹو ڈائریکٹر</p>
4	<p>سنکو ریوس پرائیویٹ لمیٹڈ ایس ایل کیانی ایسوسی ایٹس پرائیویٹ لمیٹڈ</p>	<p>سعد سوہو میں چیف ٹیکنالوجی آفیسر اور سنکو ریوس کے سی ای او ہیں، جو آئی او ٹی، ڈیجیٹل میڈیا اور فن ٹیک میں جدید حل میں مہارت رکھتے ہیں۔ وہ ایس ایل کیانی ایسوسی ایٹس کے سربراہ بھی ہیں، جو پبلک سیکٹر کے اداروں کو اوپن سورس سافٹ ویئر پر مشورہ دیتے ہیں۔ دو دہائیوں کے تجربے کے ساتھ، انہوں نے صحت کی دیکھ بھال، نقل و حمل اور عوامی حفاظت میں 50 سے زیادہ منصوبوں کے لئے مالی اعانت حاصل کی ہے۔ سعد نے کمپیوٹر سائنس میں پی ایچ ڈی کی ہے اور 50 سے زائد تحقیقی مقالے شائع کیے ہیں، جو معروف تحقیقی کونسلوں کی مالی اعانت سے چلنے والے اہم منصوبوں میں حصہ ڈالتے ہیں۔</p>	<p>گھر نمبر 4، سیکٹر بی، محلہ سکھ چین ایونیو، ڈی ایچ 2، اسلام آباد</p>	<p>جناب سعد لیاقت آزاد ڈائریکٹر</p>
5	<p>بہاؤ لاجسٹکس</p>	<p>عبدالغفار پروکیورمنٹ اور سپلائی چین کے ماہر ہیں جو خریداری کے عمل کے انتظام اور سپلائی چین کو بہتر بنانے میں 15 سال سے زائد کا تجربہ رکھتے ہیں۔ فی الحال آئل بوائے پرائیویٹ لمیٹڈ میں اے جی ایم کی حیثیت سے خدمات انجام دے رہے ہیں، وہ مقامی اور درآمد شدہ مواد کی خریداری کی نگرانی کرتے ہیں اور کارکردگی کو بڑھانے کے لئے ای آر پی سسٹم نافذ کرتے ہیں۔ اس سے قبل وہ سنی اسکولز (پرائیویٹ) لمیٹڈ اور ریاض بوتلرز (پیپسی کولا) میں اہم کردار ادا کر چکے ہیں، جہاں انہوں نے کامیابی کے ساتھ مختلف خریداری کی ضروریات کا انتظام کیا۔ اس کے پاس ایک ایم ہے۔ فنانس میں کام اور ریکل ای آر پی اور ایم ایس آفس میں مہارت رکھتا ہے، سپلائی چین کی کارکردگی اور داخلی کنٹرول کو بہتر بنانے کے لئے مضبوط عزم کا مظاہرہ کرتا ہے۔</p>	<p>فلپٹ نمبر 183 ڈی، بلاک این، ماڈل ٹاؤن ایکسٹینشن لاہور۔</p>	<p>دی. عبدالغفار نان ایگزیکٹو ڈائریکٹر</p>
6	<p>بورڈ انٹرٹینمنٹ سسٹمز (او بی ای) ایس پرائیویٹ لمیٹڈ پر</p>	<p>ڈاکٹر محمد عثمان شوکت صنعتی آئی او ٹی، بلاک چین اور جنریٹو اے آئی میں 10 سال کے تجربے کے ساتھ پروڈکٹ ڈویلپمنٹ کے ماہر ہیں۔ سنکو ریوس کے شریک بانی کی حیثیت سے، وہ مصنوعات کے ڈیزائن اور کاروباری اصلاح میں مہارت رکھتے ہیں۔ انہوں نے لیڈز یونیورسٹی سے کوانٹم الیکٹرانکس میں پی ایچ ڈی کی ڈگری حاصل کرتے ہوئے انرجی مینجمنٹ سسٹم اور پبلک سیفٹی پروجیکٹس پر مشاورت کی ہے۔ ان کی مہارتوں میں مارکیٹ ریسرچ، ٹیکنالوجی کا انتخاب اور سسٹم کی تعیناتی شامل ہے۔</p>	<p>آشیانہ چشتیہ، شیخوپورہ</p>	<p>وفات: محمد عثمان شوکت آزاد ڈائریکٹر</p>
7		<p>اعلیٰ کارکردگی کا مظاہرہ کرنے والی ٹیموں کی قیادت کرنے میں اعلیٰ کاروباری مہارت اور مہارت کے ساتھ ایک معزز کاروباری خاتون۔ وہ گزشتہ چار سالوں سے آئل بوائے (پرائیویٹ) لمیٹڈ اور فلو لاجسٹکس کے ساتھ ڈائریکٹر کی حیثیت سے کام کر رہی ہیں اور دونوں کمپنیوں نے ان کی سمت میں بہت ترقی دیکھی ہے۔</p>	<p>ایکس پارک ویو، ایچ نمبر 53-اے، مرحلہ 8، ڈی ایچ اے، لاہور کینٹ، لاہور</p>	<p>فرخندہ عباس نان ایگزیکٹو ڈائریکٹر</p>

انتظام

1	<p>جناب انعام اللہ ایک قانونی پیشہ ور ہیں جو 13 سال سے زیادہ کا تجربہ رکھتے ہیں اور بہاؤ الدین زکریا یونیورسٹی سے قانون کی ڈگری رکھتے ہیں۔ وہ فی الحال ایل ایس ای گروپ میں گروپ کمپنی سیکریٹری اور ہیڈ آف لیگل کی حیثیت سے خدمات انجام دے رہے ہیں، جہاں وہ قانونی اور ریگولیٹری چیلنجوں کا ماہرانہ طور پر انتظام کرتے ہیں۔ ان کے وسیع پس منظر میں سول قانونی چارہ جوئی، ثالثی اور کارپوریٹ قانون شامل ہیں، جو معروف قانونی فرموں میں ان کے کام کے ذریعے حاصل کیے گئے ہیں۔ انعام نے آئل بوائے انرجی لمیٹڈ اور امیر کیپسٹرز لمیٹڈ سمیت مختلف کمپنیوں کے بورڈز میں بھی اہم کردار ادا کیے ہیں، جو قانونی اور کیپٹل مارکیٹ کے شعبوں کے لئے ان کی مضبوط وابستگی کی عکاسی کرتا ہے۔</p>	<p>30 مال مینشن مال روڈ لاہور</p>	<p>انعام اللہ کمپنی کے سیکرٹری</p>
2	<p>حنا کاشف ایک فنانس پروفیشنل ہیں جو کارپوریٹ بینکنگ اور فنانشل مینجمنٹ میں وسیع تجربہ رکھتی ہیں اور اس وقت 2018 سے آئل بوائے (پرائیویٹ) لمیٹڈ میں جی ایم فنانس کی حیثیت سے خدمات انجام دے رہی ہیں۔ وہ بیلی کالج آف کامرس سے B.Com رکھتی ہیں اور اس سے قبل ڈائمنڈ فیکٹری لمیٹڈ میں سیلز ٹیکس کی اسسٹنٹ منیجر اور سیفائر الیکٹریک کمپنی لمیٹڈ میں فنانس کی اسسٹنٹ منیجر کے طور پر کام کرچکی ہیں۔ حنا فنڈز کا انتظام کرنے، مالی رپورٹس تیار کرنے اور قواعد و</p>	<p>گھر نمبر 139 اے، محلہ طارق گارڈن، لاہور</p>	<p>حنا کاشف سی ایف او</p>

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			ضوابط کی تعمیل کو یقینی بنانے میں مہارت رکھتی ہیں۔ وہ مختلف سافٹ ویئر ایپلی کیشنز میں ماہر ہیں اور پیشہ ورانہ ترقیاتی ورکشاپس میں حصہ لے چکی ہیں۔ حوالہ جات درخواست پر دستیاب ہیں۔	
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6. جاری کرنے والے کی تفصیلات
 ا. گزشتہ تین سالوں کے لئے جاری کنندگان کی مالی جھلکیاں

		30 جون 2024	30 جون 2023	30 جون 2022
ایکویٹی	روپے	62,930,260	95,351,362	(34,880,954)
غیر موجودہ ذمہ داریاں	روپے	45,040,944	42,078,658	-
موجودہ ذمہ داریاں	روپے	13,511,256	33,582,584	90,960,558
مساوات اور ذمہ داریاں	روپے	121,482,460	171,012,604	56,079,604
غیر موجودہ اثاثے	روپے	91,922,750	83,090,894	32,031,564
موجودہ اثاثے	روپے	29,559,710	87,921,710	24,048,040
کل اثاثے	روپے	121,482,460	171,012,604	56,079,604
		-	-	-
حصص واجب الادا	ہم	25,000,000	25,000,000	10,000,000
کتاب کی قدر	روپے/حصص	2.52	3.81	(3.49)
ای پی ایس	روپے/حصص	(1.30)	(0.54)	(5.98)
نقد منافع	روپے/حصص	-	-	-
بونس کا مسئلہ	%	-	-	-
قرض اور ایکویٹی کا تناسب	اوقات	0.93	0.79	(2.61)
موجودہ تناسب	اوقات	2.19	2.62	0.26
Sales net	روپے	206,376,426	100,468,799	52,051,548
مجموعی منافع	روپے	(4,787,063)	2,331,255	7,242,926
خالص منافع	روپے	(32,421,102)	(13,054,457)	(61,635,581)
جمع شدہ منافع	روپے	(187,069,740)	(154,648,638)	(134,880,954)

ب. گزشتہ ایک سال کے مربوط مالیاتی گوشواروں کی مالی جھلکیاں

قابل اطلاق نہیں

ج. گزشتہ پانچ سالوں میں سرمائے کے اجراء کی تفصیلات

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پایہ	صحیح قیمت روپے/حصص	روپے میں جاری ہونے والے شمارے کا حجم۔	مسئلے کا سائز %	مسئلے کا حجم (نمبر)	ادائیگی کی آخری تاریخ	حق کے مسئلے کا اعلان
سبسکرائب کیا گیا	10.00	150,000,000	150%	15,000,000	جولائی 05, 2022	12 مئی 2022

اس اجراء کا مقصد کوئلہ، لوہس، ایل پی جی اور دیگر توانائی کی مصنوعات کی تجارتی سرگرمیوں سے متعلق ورکنگ کپیٹل کی ضروریات اور "بحالی بزنس پلان" میں بیان کردہ اجراء کے اخراجات، تجارت اور دیگر ذمہ داریوں کی ادائیگی کے لئے تھا جس کی منظوری شیئر ہولڈرز نے 22 اکتوبر، 2021 کو منعقدہ اپنے سالانہ جنرل اجلاس میں دی تھی۔

د. گزشتہ چھ ماہ کے دوران جاری کنندہ کے حصص کی اوسط مارکیٹ قیمت 7.07 روپے فی حصص ہے۔

ھ. اشتراک سرمایہ اور متعلقہ امور

ا. جاری کنندہ کے حصص کا پیرن متعلقہ اور مطلق دونوں لحاظ سے (30 جون 2024 تک)۔

ہولڈنگ کا فیصد	حصص کا انعقاد	حصص داروں کا زمرہ
27.24%	6,810,584	ڈائریکٹرز، سی ای او اور ان کے شریک حیات اور زیر کفالت بچے
5.53%	1,382,872	متعلقہ کمپنیاں، ادارے اور متعلقہ جماعتیں
0.49%	123,400	بینک، ڈی ایف آئی اور این پی ایف آئی
0.00%	-	انشورنس کمپنیاں
0.00%	-	مداربا اور میوچل فنڈ
65.69%	16,423,339	عام عوامی مقامی
0.02%	4,500	ایگزیکٹو
0.49%	121,400	دوسروں
0.54%	133,905	جوائنٹ سٹاک کمپنیاں
100.00%	25,000,000	کل

ب. ہولڈنگ کمپنی کی تفصیلات اور حصص، اگر کوئی ہو۔ قابل اطلاق نہیں

و. ذیلی اداروں اور ایسوسی ایٹس میں متعلقہ حصص کے ساتھ گروپ ڈھانچہ۔

کمپنی کا نام تعلق نہیں۔ واجب الادا حصص

آئل بوائے (پرائیویٹ) لمیٹڈ واپستہ 10,000,000

ہولڈنگ کا فیصد	حصص کا انعقاد	حصص داروں کا زمرہ
95.00%	9,500,000	فرحان عباس شیخ
5.00%	500,000	یاور عباس

7. خطرے کے عوامل

تبصرے	اندرونی خطرہ / بیرونی خطرہ	خطرے سے نمٹنے کے لئے تجاویز، اگر کوئی ہیں	خطرہ جیسا کہ اس مسئلے کے ذریعہ تصور کیا گیا ہے سبسکریپشن رسک کے تحت
اگرچہ حصص کی موجودہ قیمت 9.97 روپے فی حصص (17 فروری 2025 تک) ہے یعنی فیس ویلیو (یا اجراء کی قیمت) کے تحت لیکن ایشو انڈر رائٹ ہے۔	خارجہ	قابل اطلاق قواعد و ضوابط کی ضروریات کے مطابق رائٹ ایشو کو کم لکھا گیا ہے۔ اس عنصر کی وجہ سے، صحیح مسئلے سے وابستہ سرمایہ کاری کا خطرہ کچھ حد تک کم ہوتا ہے۔	
لوکس انرجی لمیٹڈ (لوکس) ایک مینوفیکچرنگ کمپنی ہے جو صنعتی پیمانے پر فضلے سے توانائی کے پلانٹس کی مینوفیکچرنگ میں مہارت رکھتی ہے تاکہ ہر قسم کے مخلوط فضلے اور بائیو ماس کو صفر فضلہ اور صفر اخراج کی کارکردگی کے ساتھ ری سائیکل کیا جاسکے۔	خارجہ	پلانٹ لوکس سے درآمد کیا جائے گا۔ تجارتی آپریشنز / پیداوار میں تاخیر کا خطرہ ہوسکتا ہے۔ اس بات کا بھی خطرہ ہے کہ پلانٹ منصوبہ بند کارکردگی کے مطابق کارکردگی کا مظاہرہ نہیں کرسکتا ہے۔	کارکردگی کا خطرہ اور سپلائر کریڈٹ اور اس کی شرائط و ضوابط سے وابستہ خطرہ اور پلانٹ اور مشینری کی تنصیب کے لئے لوکس سے وابستہ خطرہ

OILBOY

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سپلائر کے ساتھ معاہدے کو معائنہ اور جائزہ لینے کے لئے www.obel.com پر رکھا جاتا ہے۔ معاہدے میں ، سپلائر ڈیزائن ، تیاری ، ترسیل ، سول ورکس ، صحت اور حفاظت ، کمپنی کے ضابطہ اخلاق کا تعین ، پالیسی اور طریقہ کار ، پلانٹ کی تعمیر ، ٹیسٹنگ ، ٹرائلز ، تربیت ، اسٹارٹ اپ ، پلانٹ کے روز مرہ کے آپریشنز ، فیڈ سٹاک حاصل کرنا ، آخری مصنوعات کی فروخت ، مرمت اور دیکھ بھال وغیرہ کا وعدہ کرتا ہے اور عدم کارکردگی اور اس کے نتائج کے لئے معاہدے میں مناسب کوریج اور معاوضہ دیا جاتا ہے۔

کمپنی کی انتظامیہ منصوبے کو بروقت مکمل کرنے کی ہر ممکن کوشش کرے گی۔	اندرونی	کمپنی کے انتظام کے کنٹرول سے باہر بہت سی وجوہات کی وجہ سے تجارتی آپریشنز / پیداوار میں تاخیر کا خطرہ ہوسکتا ہے یا افراط زر کے دباؤ کی وجہ سے یا ان عوامل کی وجہ سے جو تصور نہیں کیے گئے ہیں یا کمپنی کی انتظامیہ کے کنٹرول سے باہر ہیں۔	منصوبے کا خطرہ
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ا. کمپنی کے کاروبار، پروجیکٹ، ٹیکنالوجی، مسابقت، سپلائرز، صارفین، صنعت، لیکویڈیٹی، ریگولیٹری، حکومتی پالیسیوں میں تبدیلی، امن و امان کی صورتحال، کیپٹل مارکیٹ، زیر التوا مقدمات، ڈیفالٹس وغیرہ سے متعلق تمام ممکنہ خطرے کے عوامل کا انکشاف کیا جائے گا۔

تیز پائرولیسس کے ساتھ کچھ چیلنجزوں میں شامل ہیں:
ا. مائع جمع کرنا

مائع مصنوعات اکثر حقیقی بخارات کے بجائے ایروسول کی شکل میں ہوتی ہے ، جس سے جمع کرنا مشکل ہوجاتا ہے۔

ب. بخارات / ایروسول ارتکاز

سیال بستر کی قسم کے نظام میں ، بخارات / ایروسول ارتکاز کم ہوسکتا ہے ، جس سے مصنوعات کو الگ کرنا مشکل ہوجاتا ہے۔

ت. سپلائی چین (خام مال) کا انتظام کرنے کی ضرورت ہے جو بنیادی طور پر غیر منظم اور نقد پر مبنی ہے۔

ث. گاڑیوں اور جنریٹرز وغیرہ کے متبادل کے طور پر بائیو فیول کے لئے او ای ایم سے منظوری اور سرٹیفکیٹ کی ضرورت ہوتی ہے جو وقت لینے والا اور مشکل کام ہے۔

تاہم ، تکنیکی مدد لوکس سے دستیاب ہے جو ابتدائی سالوں کے لئے مرمت اور بحالی کی خدمات کے ساتھ ساتھ تنصیب اور آپریشن خدمات فراہم کرے گی۔ مزید برآں، خام مال کی سپلائی چین کا انتظام کمپنی کے ذریعہ کیا جائے گا۔

ب. مندرجہ ذیل شعبوں سے متعلق اضافی خطرے کے عوامل لازمی طور پر پیشکش کی دستاویز میں ظاہر کیے جائیں گے، جہاں بھی قابل اطلاق ہو: منظوریوں جو جاری کنندہ کو ابھی موصول نہیں ہوئی ہیں؛ کاروبار کا موسم۔

ا. ایندھن کے کاروبار کے لئے متعدد ایجنسیوں سے لائسنس کی ضرورت ہوتی ہے جس میں وقت لگ سکتا ہے یا موجودہ لائسنس وقت پر منتقل نہیں کیے جاسکتے ہیں۔

ب. پلانٹ اور مشینری لوکس سے درآمد کی جائے گی اور ادائیگی 02 سال کی مدت کے اندر کی جائے گی۔ اس طرح زرمبادلہ کا خطرہ شامل ہے یعنی امریکی ڈالر کے مقابلے میں پاکستانی روپے کی قدر میں کمی واقع ہوسکتی ہے۔

ت. کاروباری سرگرمیاں شروع ہونے کے وقت معاشی اور مارکیٹ کی صورتحال سازگار نہیں ہوسکتی ہے۔



- ج. مسئلے کے بنیادی مقصد کے سلسلے میں پلانٹ اور مشینری کے لئے آرڈر نہ دیئے جانے سے وابستہ خطرہ؛
- د. لوکس انرجی لمیٹڈ (ایل او کے یو ایس) کے ساتھ معاہدے پر دستخط کیے گئے ہیں۔ لہذا ایسا کوئی خطرہ کم سے کم نہیں ہے۔
- ه. اگر جاری کنندہ کو پچھلے تین مالی سالوں میں نقصان اٹھانا پڑا ہے۔
- | 30 جون 2022 | 30 جون 2023 | 30 جون 2024 |
|--------------|--------------|--------------|
| (61,635,581) | (13,054,457) | (32,421,102) |
| خالص منافع | روپے | |
- کمپنی کی انتظامیہ / سپانسرز کمپنی کو مطلوبہ مالی بیک اپ فراہم کرنے کے لئے پرعزم ہیں۔
- و. جاری کنندہ یا اس کے کسی بھی کاروباری حصے کا ایک گاہک یا چند گاہکوں پر انحصار
- قابل اطلاق نہیں
- ز. اگر کوئی قرض ہے تو جاری کنندہ اور اس کے ماتحت اداروں کی طرف سے لیا گیا ہے جیسے کسی بھی وقت واپس لیا جاسکتا ہے۔
- قابل اطلاق نہیں
- ح. واجب الادا قرض کے آلات کی صورت میں، مادی معاہدوں کی تعمیل میں کوئی ڈیفالٹ؛
- قابل اطلاق نہیں
- ط. جاری کنندہ اور متعلقہ گروپ کمپنیوں کی جانب سے قرض کی ادائیگی میں ڈیفالٹ، اگر کوئی ہو۔
- قابل اطلاق نہیں
- ی. اسپانسرز، شیئر ہولڈرز یا جاری کنندہ کے ڈائریکٹرز کے مفادات کا ممکنہ ٹکراؤ اگر ایک یا ایک سے زیادہ منصوبوں کے ساتھ ملوث ہیں جو جاری کنندہ کی طرح سرگرمی یا کاروبار کی ایک ہی لائن میں ہیں۔
- قابل اطلاق نہیں
- ک. جس منصوبے کے لئے مسئلہ بنایا جا رہا ہے اس کے لئے کسی بھی کلیدی انتظامی اہلکاروں پر حد سے زیادہ انحصار۔
- قابل اطلاق نہیں
- ل. جاری کنندہ کی طرف سے قرض کے آلات میں کوئی مادی سرمایہ کاری جو غیر محفوظ ہے۔
- قابل اطلاق نہیں



م. جاری کنندہ اور متعلقہ گروپ کمپنیوں کے خلاف قانونی کارروائی زیر التوا ہے، جس میں مادی منفی تبصرے ہو سکتے ہیں۔

صفر

ن. پچھلے تین مالی سالوں میں آپریٹنگ سرگرمیوں سے منفی نقد بہاؤ۔

	30 جون 2022	30 جون 2023	30 جون 2024
روپے	658,757	(51,693,038)	24,826,962
آپریٹنگ سرگرمیوں میں استعمال ہونے والا خالص نقد			روپے

کمپنی کی انتظامیہ / سپانسرز کمپنی کو مطلوبہ مالی بیک اپ فراہم کرنے کے لئے پرعزم ہیں۔ لہذا، ایسا کوئی خطرہ موجود نہیں ہے۔

س. کوئی بھی محدود معاہدہ جو ایکویٹی شیئر ہولڈرز کے مفادات کو متاثر کر سکتا ہے

قابل اطلاق نہیں

ع. جاری کنندہ کی کم کریڈٹ ریٹنگ۔

قابل اطلاق نہیں

ف. جاری کنندہ یا اس کے کسی بھی کاروبار کا کسی ایک گاہک یا چند گاہکوں پر انحصار، کسی ایک یا ایک سے زیادہ کے نقصان سے جاری کنندہ پر مادی منفی اثر پڑ سکتا ہے۔

قابل اطلاق نہیں

ص. ایشو کا کوئی بھی حصہ جو جاری کنندہ کی طرف سے اسپانسرز، ڈائریکٹرز یا جاری کنندہ کے کلیدی انتظامی اہلکاروں کو ادا کرنے کی تجویز ہے۔

قابل اطلاق نہیں

اقرار:

نوٹ: یہ بیان کیا گیا ہے کہ ہمارے علم اور عقیدے کے مطابق، تمام مادی خطرے کے عوامل کو ظاہر کیا گیا ہے اور اس سلسلے میں کچھ بھی چھپایا نہیں گیا ہے۔

فاطمہ جمیل
چیف ایگزیکٹو آفیسر

8. قانونی کارروائی

ا. جاری کنندہ، اس کے سپانسرز، کافی شیئر ہولڈرز، ڈائریکٹرز اور متعلقہ کمپنیوں پر مشتمل کاروبار کے معمول کے کورس کے علاوہ کوئی بھی غیر معمولی قانونی کارروائی، جس پر جاری کنندہ کا کنٹرول ہے، جاری کنندہ پر مادی اثر ڈال سکتا ہے۔

صفر

ب. قواعد و ضوابط کی عدم تعمیل کی وجہ سے گزشتہ تین سالوں کے دوران جاری کنندہ کی جاری کنندہ یا متعلقہ لسٹڈ کمپنیوں کے خلاف سیکیورٹیز ایکسچینج کی طرف سے کارروائی کی گئی۔

صفر

ج. قانونی کارروائی کا خلاصہ مندرجہ ذیل شکل میں کیا جا سکتا ہے:

انتظامیہ کا موقف	موجودہ صورت حال	آرڈر کی رقم / مالی اثر (ملین روپے)	ٹیکس کی مدت، اگر کوئی ہو	اتھارٹی جاری کرنا	قانونی حکم کی تاریخ



کمپنی کے خلاف کوئی ہنگامی / قانونی کارروائی نہیں ہے

پیشکش کی دستاویز پر دستخط کرنے والے:

اس کے لئے اور اس کی طرف سے
آئل بوائے انرجی لمیٹڈ

فاطمہ جمیل
چیف ایگزیکٹو آفیسر

حناکاشف
چیف فنانشل آفیسر



شیڈول دوم
کمپنیاں (حصص کا مزید اجراء) ریگولیشنز، 2020

منطق	اگر اتفاق ہو تو مجوزہ تبدیلی	کیا کمپنی تبصرہ سے متفق / متفق نہیں ہے	موصول ہونے والے تبصرے	شخص کا نام	صاح، ب، نہیں۔
قواعد و ضوابط کی ضرورت کے مطابق (اور نمبرنگ ریگولیشن کے تحت شیڈول کے مطابق کی جاتی ہے)	حسب ضرورت انکشاف فراہم کیا جاتا ہے متعلقہ معلومات ضمیمہ D سے لی جاتی ہیں اور براہ راست شیڈول 1- میں فراہم کی جاتی ہیں۔	متفق	<p>عمومی تبصرے</p> <p>ا. ڈرافٹ آف دستاویز (او ڈی) کمپنیوں کے شیڈول 1 (حصص کا مزید اجراء) ریگولیشنز، 2020 کی ضروریات کے لحاظ سے مادی طور پر کمزور ہے۔ اس میں مذکورہ شیڈول کے لحاظ سے مناسب انکشافات کا فقدان ہے اور بڑے پیمانے پر ایک ضمیمہ ڈی کا حوالہ دیا گیا ہے۔ تاہم ریگولیشنز کے شیڈول 1 میں درکار تمام متعلقہ معلومات کو مناسب طریقے سے ظاہر کرنے کے مقصد کو پورا نہیں کرتا ہے۔</p> <p>ب. ضمیمہ اے، بی اور سی بظاہر غائب ہیں۔ یہ مشورہ دیا جاتا ہے کہ معلومات الہم دی گئی ہیں! ریگولیشنز کے شیڈول 1 کے ساتھ ہم آپہنگ کرنے کے لئے ضمیمہ کو حتمی او ڈی میں شامل کیا جانا چاہئے۔</p> <p>ج. براہ کرم اس کی اشاعت سے پہلے کسی بھی ٹائپوگرافیکل اور فارمیٹنگ کی غلطیوں کے لئے حتمی او ڈی کو درست کریں۔</p>	سکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان	1.



		<p>د. براہ کرم اس کی اشاعت سے پہلے حتمی او ڈی میں مطلوبہ تاریخوں کا ذکر کریں۔</p> <p>ه. برائے مہربانی اس کی اشاعت سے پہلے تمام متعلقہ دستخط کنندگان کے ذریعہ مسودہ او ڈی پر دستخط کریں۔</p> <p>و. براہ کرم قواعد و ضوابط کے شیڈول 1 کے مطابق آخری او ڈی میں سیریل نمبروں کا ذکر کریں۔</p> <p>ز. برائے مہربانی آخری او ڈی میں لغت کے بعد فراہم کردہ مسئلے کی نمایاں خصوصیات کے بارے میں پیراگراف کو ہٹا دیں۔</p> <p>ح. براہ کرم آخری OD میں صفحہ کے نمبر شامل کریں۔</p>			
2.	سکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان	<p>سرورق صفحہ</p> <p>"سرمایہ کاروں کے لئے مشورہ" کے عنوان سے پیراگراف مندرجہ ذیل کو ظاہر کرنے کے لئے فراہم کیا جانا چاہئے: -</p> <p>أ. یہ خسارے میں چلنے والی کمپنی ہے۔ خسارے میں چلنے والی کمپنیوں سے وابستہ خطرات نسبتاً منافع بخش کمپنیوں سے کہیں زیادہ ہیں۔ لہذا، ممکنہ سرمایہ کار کو ایسی کمپنیوں میں سرمایہ کاری کے خطرے سے آگاہ ہونا چاہئے اور محتاط جانچ پڑتال کے بعد ہی سرمایہ کاری کا فیصلہ کرنا چاہئے۔ کمپنی میں کوئی بھی سرمایہ کاری کرنے سے پہلے کسی بھی آزاد سرمایہ کاری مشیر سے مشورہ کرنے کا مشورہ دیا جاتا ہے۔</p> <p>ب. کمپنی نے 30 جون 2024ء</p>	متفق	حسب ضرورت انکشاف فراہم کیا جاتا ہے متعلقہ معلومات ضمیمہ D سے لی جاتی ہیں اور براہ راست شیڈول 1- میں فراہم کی جاتی ہیں۔	قواعد و ضوابط کی ضرورت کے مطابق



		<p>کو ختم ہونے والے سال کے لیے خسارے کی اطلاع دی ہے جس کے نتیجے میں 187 ملین روپے کا جمع خسارہ ہوا ہے، جس کے نتیجے میں مجموعی ایکویٹی میں نمایاں کمی واقع ہوئی ہے۔</p> <p>ج. آڈیٹر نے مادی غیر یقینی صورتحال پر روشنی ڈالی ہے جو کمپنی کی جاری تشویش کے طور پر جاری رکھنے کی صلاحیت کے بارے میں اہم شکوک و شبہات پیدا کرتی ہے۔</p>			
		<p>سیکشن 1: کمپنی پروفائل اور تاریخ ا. برائے مہربانی کمپنی کے سابقہ نام کا ذکر کریں۔</p> <p>ب. برائے مہربانی کمپنی کی شمولیت کی جگہ کا ذکر کریں۔</p> <p>ج. براہ کرم ویب سائٹ کے براہ راست لنک کا انکشاف کریں جہاں سے حتمی اوڈی ڈاؤن لوڈ کیا جاسکتا ہے۔</p> <p>د. براہ کرم رابطہ کرنے والے شخص کا براہ راست قابل رسائی نمبر شامل کریں۔</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق
		<p>سیکشن 3: دیگر تفصیلات ا. برائے مہربانی اس مسئلے میں انڈر رائٹر اور بینکر کا نام اور مکمل تفصیلات شامل کریں۔</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق

3.	سکیورٹیز اینڈ ایکسچینج کمیشن آف پاکستان	<p>صحیح مسئلے کی نمایاں خصوصیات</p> <p>ا. سیکشن ایل (1) (ایچ) میں، براہ کرم صحیح مسئلے کے استعمال کے مختصر مقصد کی وضاحت کریں، بجائے اس کے کہ اسے ضمیمہ "ڈی" کا حوالہ دیں۔</p> <p>ب. سیکشن ایل (آئی) (آئی) میں، براہ کرم ریگولیشنز کے شیڈول 1 کی شق 7 (آئی) (آئی) کے مطابق تفصیلات کا ذکر کریں، جس کا عنوان ہے "صحیح اجراء کا مقصد۔ فوری طور پر صحیح اجراء کے ذریعے فنڈز جمع کرنے کے اہم مقاصد کی تفصیلات۔"</p> <p>ج. سیکشن ایل (2) (ای) میں، براہ کرم قواعد و ضوابط کے شیڈول 1 کی شق 7 (ii) (ای) کے مطابق تفصیلات کا ذکر کریں، جس کا عنوان "مسئلہ کے بنیادی مقصد کی تفصیلات" ہے۔</p> <p>د. سیکشن ایل (2) (بی) میں، براہ کرم قواعد و ضوابط کے شیڈول 1 کی شق 7 (ii) (بی) (ای)، (بی) اور (سی) کے مطابق تفصیلات کا ذکر کریں۔</p> <p>ه. برائے مہربانی ریگولیشنز کے شیڈول 1 کی شق 7 (b)(iii) اور (c) کے مطابق پروجیکٹ کے نفاذ کا منصوبہ/ مراحل، ہر مرحلے کی لاگت اور تمام مواد، موجودہ یا متوقع ٹرانزیکشنز کی تفصیلات پروموترز / ڈائریکٹرز / کلیدی اہلکاروں کے ساتھ پیش کریں۔</p> <p>و. سیکشن 1 (3) میں، براہ کرم ریگولیشنز کے شیڈول</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق
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		<p>1 کی شق 7 (4) کے مطابق تفصیلات فراہم کریں۔</p> <p>فوری طور پر صحیح مسئلے کے بعد غیر مناسب نقصان میں کمی کی بنیاد کی بھی وضاحت کریں۔</p> <p>ز. سیکشن ایل (وی) میں، براہ کرم انڈر رائٹر کا نام شامل کریں۔</p> <p>ح. سیکشن 1 (6) میں، برائے مہربانی قواعد و ضوابط کے شیڈول 1 کی شق 7 (7) کے مطابق تفصیلات کا ذکر کریں۔</p> <p>ط. سیکشن 1 (8) میں، براہ کرم شیڈول 1 ریگولیشنز کی شق 7 (9) کے مطابق تمام تاریخوں اور دنوں کا ذکر کریں۔</p>			
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4.	سیکورٹیز اینڈ ایکسچینج کمیشن	<p>مسئلے کا بنیادی مقصد اور فنڈنگ کے انتظامات</p> <p>ا. قواعد و ضوابط کے شیڈول 1 کی شق 7(ii) اے (اے) کے مطابق تفصیلات کا ذکر کریں،</p> <p>ب. پیرا 2 (بی) میں مسئلے کے مقصد سے متعلق اضافی انکشافات کیے جائیں گے۔ ریگولیشنز کے شیڈول 1 کی شق 7 (2) (بی) (اے) کے مطابق تفصیلات کا بھی ذکر کریں۔</p> <p>ج. پیرا (iii) میں صحیح مسئلے سے پیدا ہونے والے مالی اثرات - ریگولیشنز کی شق 7 (3) اے (اے) کے مطابق تفصیلات کا ذکر کریں۔</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق
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5.	سیکورٹیز اینڈ ایکسچینج کمیشن	<p>جاری کرنے والے کی تفصیل</p> <p>ا. سیکشن 4 میں، براہ کرم عنوان کو جاری کنندہ کی تفصیلات کے طور پر تبدیل کریں۔</p> <p>ب. سیکشن 4 (آئی)، برائے مہربانی ریگولیشنز کے شیڈول 1 کی شق 10 (آئی) کے مطابق تفصیلات کا ذکر کریں۔</p> <p>ج. سیکشن 4 (3) میں، براہ کرم ریگولیشنز کے شیڈول 1 کی شق 10 (3) کے مطابق تفصیلات کا ذکر کریں۔</p> <p>د. سیکشن 4 (وی) (2) میں، براہ کرم ذیلی اداروں میں متعلقہ حصص کے ساتھ گروپ ڈھانچے کا ذکر کریں اور اگر کوئی ہو تو ایسوسی ایٹ، جیسا کہ ریگولیشنز کے شیڈول 1 کی شق 10 (6) کے تحت ضروری ہے۔</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق
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6.	سیکورٹیز اینڈ ایکسچینج کمیشن	<p>خطرے کے عوامل</p> <p>ا. برائے مہربانی قواعد و ضوابط کے شیڈول 1 کی شق 11 میں بیان کردہ تمام خطرات کی واضح طور پر وضاحت کریں جو مندرجہ ذیل پر توجہ مرکوز کرتے ہیں:</p> <p>(a) پلانٹ اور مشینری کی درآمد کی وجہ سے کرنسی کے تبادلے کا خطرہ.</p> <p>(b) سپلائر کریڈٹ اور ان کی شرائط و ضوابط سے وابستہ خطرہ</p> <p>(c) پلانٹ اور مشینری کی تنصیب کے لئے لوکس کے ساتھ کیے گئے معاہدے سے وابستہ خطرہ اور اگر منصوبہ قابل عمل نہیں ہے تو اسے کم کیا جاسکتا ہے۔</p> <p>ب. براہ کرم ضمیمہ دن میں بیان کردہ تمام خطرے کے عوامل کو حتمی او ڈی میں بھی شامل کریں۔</p> <p>ج. براہ کرم حتمی او ڈی کی اشاعت کے دن حصص کی موجودہ مارکیٹ قیمت کا ذکر کریں۔</p>	متفق	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق
7.	پاکستان اسٹاک ایکسچینج لمیٹڈ	<p>اہم سفارشات</p> <ul style="list-style-type: none"> تنظیم نو اور تنظیم نو خلا کو پر کریں وضاحت کو بہتر بنائیں شفافیت پر توجہ دیں 	<p>متفق</p> <p>پی ایس ایکس کے تبصرے ایس ای سی پی سے موصول ہونے والے تبصروں کے مطابق تھے۔ اس پر اتفاق کیا گیا ہے اور شیڈول 1 کو اپ ڈیٹ کیا گیا ہے۔</p>	ضرورت کے مطابق معلومات کو اپ ڈیٹ کیا جاتا ہے	قواعد و ضوابط کی ضرورت کے مطابق