



Before The Executive Director (Securities Department)

In the matter of
Recovery of Tenderable Gain under Section 224(2) of the Companies Ordinance, 1984
From EFU General Insurance Limited
a Beneficial Owner of EFU Life Assurance Limited

Date of Hearings: 01/06/2010 and 13/12/2010

Present at 1st hearing (01/06/2010):

Representing the Respondent:

- | | |
|-----------------------|--|
| I. Mr. Adil Shafi | Senior Associates Mandviwalla & Zafar
Advocates and Legal Consultants |
| II. Ms. Sana Iftikhar | Associate, Mandviwalla & Zafar Advocates and
Legal Consultants |

Assisting the Executive Director (SD) :

- | | |
|--------------------------|---------------------|
| I. Mr. Imran Inayat Butt | Director (SD) |
| II. Mr. Muhammad Farooq | Joint Director (SD) |

Present at 2nd hearing (13/12/2010):

Representing the Respondent:

- | | |
|-------------------|---|
| Ms. Sana Iftikhar | Associate, Mandviwalla & Zafar Advocates and
Legal Consultants |
|-------------------|---|

Assisting the Executive Director (SD) :

- | | |
|--------------------------|-------------------------|
| I. Mr. Imran Inayat Butt | Director (SD) |
| II. Mr. Muhammad Farooq | Joint Director (SD) |
| III. Mr. Nazim Ali | Assistant Director (SD) |

Order

This order will dispose of the proceedings initiated under Section 224(2) of the Companies Ordinance, 1984 (the “**Ordinance**”) by the Securities and Exchange Commission of Pakistan (the “**Commission**”) through Show Cause Notice No. S.M.(B.O)C.O.222/2(842)95



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Securities Department
Securities Market Division

dated 18/03/2010 (the “Notice”) against EFU General Insurance Limited (the “Respondent”) a more than ten percent shareholder of EFU Life Assurance Limited (the “Issuer Company”).

2. Brief facts of the case are that:-

- a) The Respondent made the following purchase and sale transactions as a more than ten percent shareholder of the Issuer Company within the period of less than six months:-

Sr. No.	Date	Nature of Transaction	No. of Shares	Rate Per Share (Rs.)
1	18/06/2007	Purchase	700	280.76
2	03/07/2007	Purchase	300	270.73
3	04/07/2007	Purchase	500	267.72
4	13/07/2007	Purchase	27,500	275.74
5	16/07/2007	Purchase	7	265.71
6	17/07/2007	Purchase	3,000	266.56
7	18/07/2007	Purchase	12,900	256.42
8	19/07/2007	Purchase	14,900	252.43
9	20/07/2007	Purchase	1,000	239.85
10	21/07/2007	Purchase	3,200	282.54
11	08/08/2007	Purchase	120,000	250.15
12	10/08/2007	Purchase	1,000	380.07
13	14/09/2007	Purchase	5,100	406.18
14	17/09/2007	Purchase	1,800	401.08
15	20/09/2007	Purchase	9,400	401.08
16	26/09/2007	Purchase	2,300	401.95
17	27/09/2007	Purchase	14,000	397.03
18	02/10/2007	Purchase	2,200	394.90
19	05/10/2007	Purchase	200	396.07
20	08/10/2007	Purchase	100	415.12



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Securities Department
Securities Market Division

21	14/12/2007	Sale	20,162,580	524.55
22	17/12/2007	Purchase	20,162,580	525.75
23	05/05/2008	Purchase	12,500	475.81
24	06/05/2008	Purchase	17,100	463.00
25	09/05/2008	Purchase	10,600	490.00
26	15/05/2008	Purchase	1,900	531.00
27	16/05/2008	Purchase	1,900	504.00
28	29/05/2008	Purchase	1,000	363.00
29	30/05/2008	Purchase	11,300	351.00
30	02/06/2008	Purchase	15,100	367.00
31	03/06/2008	Purchase	2,000	376.00
32	05/06/2008	Purchase	1,000	419.00
33	06/06/2008	Purchase	20,000	430.00
34	09/06/2008	Purchase	7,400	460.00
35	10/06/2008	Purchase	17,600	437.00

- b) On account of the aforementioned transactions, the Respondent made gain of Rs. 64,894,928/- (Rupees sixty-four million eight hundred ninety-four thousand and nine hundred twenty-eight only), computed in the manner prescribed in Rule 16 of the Companies (General Provisions and Forms) Rules, 1985 (the “Rules”).

3. Section 224 of the Ordinance provides that where *inter alia* a more than ten percent shareholder of listed equity securities makes any gain by purchase and sale, or the sale and purchase, of any such security within a period of less than six months, such person is required to make a report and tender the amount of such gain to the company and simultaneously send an intimation to that effect to the Registrar of Companies and the Commission. The said Section further provides that where such person fails or neglects to tender or the company fails to recover, any such gain within a period of six months after its accrual, or within sixty days of a demand thereof, whichever is later, such gain shall vest in the Commission and unless such gain



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Securities Department
Securities Market Division

is deposited in the prescribed account, the Commission may direct recovery of the same as an arrear of land revenue.

4. As per record of this office, the Respondent tendered Rs. 54,013,826/- (Rupees fifty-four million thirteen thousand and eight hundred twenty-six only) in favour of the Issuer on 27/12/2008. Whilst, the accrual of balance amount of gain Rs. 10,881,102/- (Rupees ten million eight hundred eighty-one thousand and one hundred two only) was neither reported by the Respondent, nor its tendering or recovery was intimated to the Commission, as provided in Section 224(2) of the Ordinances. The Respondent was, therefore, intimated vide this office letter dated 24/11/2009 that as provided in Section 224 of the Ordinance, the amount of the aforementioned balance amount gain has now vested in favour of the Commission. Mandviwalla and Zafar Advocates and Legal Consultant (the "**Legal Counsel**") responded vide letter dated 09/12/2009 that on account of purchase of 220,107 shares and subsequent their sale on 08/12/2007, the Beneficial Owner made gain of Rs. 54,013,826/- instead of Rs. 64,894,928/- which has been tendered to the Issuer. The Legal Counsel further stated that the alleged balance amount of gain of Rs. 10,881,102/- has not been accrued to the Respondent as under:-

- a) *The Respondent was not owner of 10% or more shares of the Issuer when it purchased the 20,162,580 shares on 17/12/2007 as it did not hold any shares of the Issuer at that time.*
- b) *After December 17, 2007, Respondent has only purchased shares and did not sell off any share purchased from December 17, 2007 to June 10, 2008.*

5. The plea of the Counsel was examined in the light of provisions of Section 224 of the Ordinance and Rule 16 of the Rules and was found unsatisfactory. Hence, Notice under Section 224(2) of the Ordinance was served upon the Respondent on 18/03/2010. The Legal Counsel responded the Notice. Personal hearing fixed for 15/04/2010, 06/05/2010, 13/05/2010, and 27/05/2010 in the matter could not be conducted as each time the Legal counsel expressed its inability to attend the hearing. In response to Legal Counsel's letter dated 26/05/2010, the personal hearing was fixed on 01/06/2010. On the given date, the Mr. Adil Shafi, Senior Associate and Ms. Sana Iftikar Associate of the Legal Counsel appeared before me and



contended that *“the Notice served upon the Respondent is liable to be vacated”*. The Legal counsel advanced arguments in support of said contention (which will be discussed later on in para 6 of the order). On the closing of hearing, the Legal Counsel requested for another opportunity of personal hearing, which was accepted. Subsequently, the hearing was fixed for 02/11/2010. But on the request of the Legal Counsel, the same was adjourned and re-fixed for 24/11/2010. Since the Legal Counsel again expressed its inability to appear on the given date, therefore, the matter was adjourned to 08/12/2010. On the given date Ms. Sana Iftikar Associate of the Legal Counsel appeared before me, reiterated earlier viewpoint and added that decision of the of the Commission should be in conformity with decision of the Supreme Court of Pakistan made in the case of Khan Gul Khan and Others [2010 SMCR 5391].

6. The arguments advanced by the Legal Counsel in support of its foregoing contention in writing as well verbally in both personal hearings are summarized hereunder:-

a) The Respondent has made gain of Rs. 54,013,826 instead of Rs. 64,894,928/-

The Legal Counsel contended that *“the Commission has erred in linking the purchase and sale of shares occurring between June 18, 2007 and December 14, 2007 with only the purchase of shares occurring between December 17, 2007 and June 10, 2008”*. The Legal Counsel stated that *“pursuant to the provisions of Section 224 of the Ordinance a beneficial owner is required to tender the amount of gain under the following two circumstances:-*

- I. when the Owner makes any gain by the purchase and sale of any shares of the Issuer Company within a period of less than six months; or*
- II. when the Owner makes any gain by the sale and purchase of any shares of the Issuer Company within a period of less than six months”.*

The Legal Counsel further stated that *“in the instant matter, the Respondent purchased 220,107 shares (mentioned at serial numbers 1 to 20 of the table given in paragraph 1 of the Notice) from June 14, 2007 to December 13, 2007. On December 14, 2007, the Respondent sold 20,162,580 shares including 220,107 shares (which were purchased within the period of six months of their sale). This scenario falls within the circumstances of purchased and sale of shares i.e. 220,107 shares. The Respondent had made a gain of Rs. 54,013,826 on the purchase and sale of the 220,107 shares, which has already been tendered to the Issuer Company. While,*



after December 17, 2007, the Respondent has only purchased shares. This is evident from the details of purchases listed from serials 22 to 35 of the table contained in paragraph 1 of the Notice. The Respondent did not sell off any shares purchased from December 17, 2007 to June 10, 2008. The Commission's allegation that a gain of Rs. 10,881,192 was made by the Respondent and is still outstanding is incorrect and misconstrued and is without any legal or factual basis".

- b) **Rule 16 cannot be held to apply on shares purchased from December 17, 2007 onward:** The Legal Counsel contended that "purchases of shares by the Respondent from December 17, 2007 onwards do not fall within the scope of Section 224 and therefore Rule 16 cannot be held to apply as the shares so purchased have not yet been sold by the Respondent".
- c) **The Respondent was not directly or indirectly the beneficial owner of more than ten percent of the Issuer on December 17, 2007:** The Legal Counsel stated that "subsequent to sale of 20,162,580 shares on December 14, 2007, the Respondent ceased to be beneficial owner of the Issuer Company. Thus, it was not directly or indirectly the beneficial owner of more than ten percent of the Issuer on December 17, 2007 when it purchased 20,162,580 shares. Thus, the purchases from December 17, to June 10, 2008 do not fall within the scope of Section 224 and therefore Rule 16 cannot be held to apply as the shares so purchased have not yet been sold by the Respondent".
- d) **The selling and re-purchasing of Shares was a market based exercise which resulted in loss:** The Legal Counsel argued that "the selling and re-purchasing of Shares was a market based exercise as the rates they were sold at were determined by the market forces. The Shares were sold on December 14, 2007 at Rs. 524.55 per share and were re-purchased on December 17, 2007 at Rs. 525.75 per share (i.e. at Rs. 1.20 more than they were sold at) hence resulting in a loss".
- e) **Decision of the Commission should be in conformity with the decision of the Supreme Court of Pakistan:** The legal Counsel submitted that "it is a well established principle of law that all decisions are to be based on the 'facts' before the deciding authority. The Supreme Court of Pakistan in the case of Khan Gul Khan and Others [2010 SMCR 5391 has held that following are the three basic elements of every decision:
- I. Finding of fact both direct and inferential.
 - II. Statement of principles of law applicable to legal terms disclosed by facts.
 - III. Judgment passed on combined effect of above ingredients."

Accordingly, any decision of the Commission should be in conformity with the aforementioned decision of the Supreme Court of Pakistan". The Legal



Counsel further stated that *“in the instant case, there is no evidence and no inference can be drawn to the effect that EFU has tried to circumvent the applicability of Section 224(2) of the Ordinance by selling its entire shareholding and re-purchasing the same after a certain period of time. The same is substantiated by the fact that in compliance with Section 224(1) of the Ordinance, the Respondent tendered the gain amount of Rs. 54,013,826 on shares purchase and sold during the period of June 18, 2007 to December 14, 2007 to the Issuer”*.

7. I have considered and examined the aforementioned arguments and contentions of the Legal Counsel of the Respondent in the light of prevailing Laws and Rules on the subject matter and my findings in this regards are as under:-

a) The Respondent has made gain of Rs. 54,013,826 instead of Rs. 64,894,928/-:

The contention of the Legal counsel has been examined and observed that it has emphasized on the phrase *“purchase and sale or sale and purchase”* appears in Section 224(1) of the Ordinance. The legal Counsel has assumed that for the applicability of the provisions of Section 224(1) of the Ordinance the security purchased and sold or sold and purchased must be same. Based on this assumption, it has divided the under reference transactions into two groups i.e. transactions made from 18/06/2007 to 14/12/2007 and from 17/12/2007 to 16/06/2008 listed at serial nos. 1 to 21 and 22 to 35 respectively of the table given in para 2 of this Order. The arguments of the Legal Counsel revolve around the assumption that securities of same class of a same listed company are not interchangeable. The Legal Counsel has, therefore, stated that the transactions of group one can not be matched for the purpose of tenderable gain with the transactions of group two.

Thus, the primary issue, which in my opinion is to be determine here is whether the aforementioned phrase *“purchase and sale or sale and purchase”* speaks about the purchase and sale or sale and purchase of specific/same shares, which would help us to ascertain *“whether or not the shares of the same class are substitutable and fungible”*.

In order to address the issue, the legal frame work given in Section 224 of the Ordinance and Rule 16 of the Rules is needed to be addressed in detail.

In my opinion this aspect of the issue has visibly been narrated in Section 224(1) of the Ordinance and Rule 16 of the Rules. In order to elucidate the position, it is useful to reproduce Section 224(1) of the Ordinance here:

“Where any director, chief executive, managing agent, chief accountant, secretary or auditor of a listed company or any person who is directly or indirectly the beneficial



owner of more than ten per cent of its listed equity securities makes any gain by the purchase and sale, or the sale and purchase, of any such security within a period of less than six months, such director, chief executive, managing agent, chief accountant, secretary or auditor or person who is beneficial owner shall make a report and tender the amount of such gain to the company and simultaneously send an intimation to this effect to the registrar and the Commission”

I am of the view that the phrases “equity securities” and “any such security” appear in the Section 224(1) have very much significance here. The words “equity securities” signifies that a beneficial owner may own simultaneously more than one class of shares, while the word “such security” symbolizes here security of same class. Furthermore, noticeably the word “any” appears before the words “such security”. Thus, it is emphasized here that the law uses word “any” instead of the word “particular”. Hence, the tenderable gain will arise through purchase and sale or sale and purchase of “any security of same class” instead of “particular security of same class, by a beneficial owner of a listed company. This suggests that securities of same class of a same listed company are interchangeable/ fungible. And this concept has explicitly been expressed in Rule 16(1)(b) of the Rules, which states that:-

“-----the purchases and sales shall be matched as aforesaid so long as the securities involved in the purchase and sale are of the same class and of the same listed company and for this purpose the shares shall be deemed as fungibles.

It is further pointed out that the concept “shares of same class are fungible in nature” is not a new concept, as it is prevailing since the promulgation of Securities and Exchange Ordinance, 1969 (“**SE Ordinance**”), when the subject matter of trading by officers and principal shareholders of listed companies was monitored under the SE Ordinance. The issue was elaborated in Circular No. 2 of 1971 dated 26/06/1971 of the then Securities and Exchange Authority of Pakistan. The said Circular inter alia states:-

“A view has been expressed that for the purpose of matching sales and purchases, the securities sold should be same as were purchased during the period. This view is not correct. Securities are fungible and it would, therefore, not be necessary ever to show that the particular security which is sold is the one which was purchased. Purchases and sales would be match-able so long as the securities involved in the purchase and sale are of the same class.”

International Practice:-

In order to know the international practice on the subject matter, the prevailing legal frame-work in United States of America (the “USA”) has been consulted. In USA, the matter of trading by directors, officer and principal shareholders is dealt under



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Securities Department
Securities Market Division

Section 16 of the Securities and Exchange Act, 1934 (the “SEC Act, 1934”). It is worth mentioning that *Smolowe v. Delendo Corp. (1943, Circuit Court of Appeals, Second Circuit)* is the leading case regarding the construction of liability under Section 16(b) in the USA, wherein after detailed discussion, the court held that:-

“----where an insider purchases one certificate and sells another, the purchase and sale may be connected, even though the insider contends that he is holding the purchased security for sale after six months”.

The aforementioned discussion as well as judgment of Circuit Court of Appeals of USA clearly states that shares of same class are identical and substitutable. It is worth mentioning that each share of same class carries same denomination/par value, fetches same market price, same payout and same voting rights. Even delivery of any share of same class may be received and made at the time of purchase and sale respectively. Hence no distinction can be made among the shares of the same class on the basis of rights attached thereto, as these are same for all shares of the same class.

It is admitted fact that in the instant case, the Respondent has made purchase and sale transactions in the shares of same class i.e. ordinary shares of same listed company, within the period of less than six months. Since shares of same class are ranked pari paasu in all respect, therefore, grouping and splitting of same class of shares as done by the Legal Counsel is not valid. Thus, the Respondent has misconstrued and misinterpreted the words “purchase and sale or sale and purchase” appear in Section 224 of the Ordinance, by dividing the transactions of same class of shares into two groups as well as making distinction among the securities of same class of the same listed company . In fact, the phrase “*purchase and sale or sale and purchase*” appear in Section 224(1) of the Ordinance signifies that purchase transaction followed by sale or sale transaction followed by purchase does not make difference for applicability of provisions of the Section in question, if the other prerequisites of the accrual of tenderable gain are met.

Furthermore, in my opinion, the whole mechanism envisaged in Section 224 of the Ordinance revolves around the concept that the “securities of same class are fungible”. For instance, if we assume that the shares of the same class are not fungible in nature and tenderable gain would accrue on purchase and sale or sale and purchase of “only particular” securities, then it would definitely lend the redundancy to whole scheme build up in Section 224 of the Ordinance. For example, a beneficial owner makes handsome gain on purchase and sale transactions within the period of six months. He will be able to escape easily from the mischief of Section 224 of the Ordinance on the plea that the purchased and sold securities were not same, which is not intention of the law.



- b) **Rule 16 cannot be held to apply on shares purchased from December 17, 2007 onward:** The plea of the Legal Counsel has been considered and observed that it negates the basic structure, components and spirit of Section 224(1) of the Ordinance.

As earlier stated and established that whole mechanism envisaged in the said Section revolves around the concept that “securities of a same class of same listed company are fungible”. While, the under reference contention of the Legal Counsel is against this very fundamental principle and ingredient of the law. Section 224(1) of the Ordinance, imposes certain conditions for accrual of tenderable gain i.e. the purchase and sale or sale and purchase of same class of shares must be made within the period of less than six months, by the officer/beneficial owner of the listed company. The same Section of the Ordinance intends to recover “any gain” made by a beneficial owner on such transactions. When these conditions are met then the transactions are matched in the manner prescribed in Rules 16 of the Rules in order to determine the amount of tenderable gain. The said Rule provides that for the purpose of computation of tenderable gain the purchase at lowest rates shall be matched against the sales at highest rates prevailing within the six months.

Since the aforesaid transactions meet all the conditions laid down in Section 224(1) of the Ordinance for accrual of “tenderable gain”, therefore, the same have be matched in accordance with the manner provided in Rule 16 of the Rules i.e. the purchase at lowest rates are matched against the sales at highest rates prevailing within the six months. In my opinion this manner of computation of gain has been formulated by the Federal Government in accordance with the spirit and objectives of Section 224(1) of the Ordinance, which speaks about the recovery of “any gain”. Furthermore, this manner of computation of tenderable gain is also in line with international practice.

As earlier mentioned that in order to know the international practice, the prevailing legal framework on the subject matter in USA has also consulted. The perusal of the said legal structure reveals that Section 16 of the SEC, Act 1934 does not specify any method for computation of amount of profit (short swing profit). However, in USA the Court has determined, a methodology for calculation of short-swing profit, which is same as in Pakistan i.e. Lowest-in Highest-out rates are matched. In the case of *Smolowe v. Delendo Corp. (1943, Circuit Court of Appeals, Second Circuit)* the court held that:

“---The only rule whereby all possible profits can be surely recovered is that of lowest price in, highest price out-- within six months-- as applied by the district court. We affirm it here, defendants having failed to suggest another more reasonable rule....



In view of the foregoing discussion, I am of the view that the under reference contention of the Legal Counsel does not have any merit as the transactions made the Respondent fall in the ambit of Section 224(1) of the Ordinance and amount of gain on the said transaction is required to be computed in the manner prescribed in Rule 16 of the Rules.

c) **The Respondent was not directly or indirectly the beneficial owner of more than ten percent of the Issuer on December 17, 2007:** The question here appears to be that once a person ceases to hold the shareholding required by sections 222 and 224, will it still be liable to tender any gain made by purchases of shares? In my opinion, when the securities are sold, the relevant person may be said to be no more covered by this provisions of Section 222-224, if things stop here. In case the said person subsequently purchases the shares, it is once again covered, because, it was a 'beneficial owner of more than ten percent of listed equity securities' when it sold the securities and it is a beneficial owner of more than ten per cent of listed equity securities when it repurchases. And if such person has made a gain thereby, the gain falls within the four corners of section 224(1). To hold otherwise would mean that a person who sells securities at a higher rate one day and repurchases them at a lower rate the next day will escape liability because he ceased to be a beneficial owner of more than ten per cent of listed equity securities' in between. It is to be noted that Section 224(1) of the Ordinance, stipulates the following conditions for accrual/recovery of tenderable gain:-

- I. To be inter alia directly or indirectly the beneficial owner of more than ten per cent of listed equity securities states.
- II. Make gain by the purchase/sale or sale/purchase of such securities within a period of less than six months.

In the instant case, the Respondent was admittedly beneficially owner of more than ten percent shares of the Issuer at the occasions of all transactions which are matched in the manner prescribed in Rule 16 of the Rule, for computation of amount of tenderable gain. Hence, the contention of the Legal Counsel does not have any merit.

d) **The selling and re-purchasing of Shares was a market based exercise which resulted in loss:-** Here the Legal Counsel has confined its computation of loss/gain up to only two transaction i.e. sale and purchase made on 14/12/2007 and 17/12/2007 respectively. While, it has made 34 purchase and 01 sale transactions in the shares of the same class of the Issuer. As earlier mentioned that securities of the same class of a listed company are fungible and transactions made in the period of less than six months in the same class of shares would be matched for computation of tenderable gain in the manner prescribed in Rule 16 of the Rules. In the instant case, the tenderable gain has also been calculated in the said prescribed manner, as the



Respondent has admittedly made the aforementioned 34 purchase and 01 sale transactions in the same class of shares. It is further pointed out that pursuant to Rule 16(3) of the Rules any loss arising out of any transaction in a listed security may not be set-off against the gain arising out of such security computed in the manner aforesaid. Hence, the plea of the Legal Counsel does not have any merit.

e) **Decision of the Commission should be in conformity with the decision of the Supreme Court of Pakistan:-** During the course of second hearing, the Legal Counsel stated that decision of the Commission in the matter must be based on the 'facts' of the case as was held by Supreme Court of Pakistan in the case of Khan Gul Khan and Others. In this regard, it is pointed out that facts of the case are that:-

- (i) The Respondent was more than ten percent shareholder/beneficial owner of same class of shares i.e. ordinary shares of the Issuer at the time of each transaction taken for computation of tenderable gain. Thus, the under-reference transactions made by the Respondent fall within the purview of Section 222 and Section 224 of the Ordinance.
- (ii) Each purchase transaction matched with sale transaction dated 14/12/2007 (for computation of tenderable gain) fall within the period of less than the six months of the said sale transaction.
- (iii) Admittedly, the transactions made by the Respondent have resulted in tenderable gain.

It is worth mentioning that one of the most significant facts of the case is that the Respondent itself has admitted the accrual of gain, but there is difference in applying the manner of computation of tenderable gain. The Respondent considers that the securities of the same class are not fungible, while, the Commission in terms of the provisions of Section 224(1) of the Ordinance and Rule 16 of the Rule considers that the securities of the same class are fungible. Thus, in my opinion, the case is not only being decided in accordance with the facts of the case but also in line with the parameters of law, which provides for recovery of any gain accrued to inter alia a more than ten percent shareholder of a listed company on transactions made within the period of less than six months.

8. In view of the foregoing, I am of the considered opinion that the arguments presented by the Legal Counsel do not have any merit and substance. Hence, the request to withdraw the Notice is rejected and the Respondent is, hereby, directed to tender balance gain of Rs. 10,881,102/- (Rupees ten million eight hundred eighty-one thousand and one hundred two only)



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

Securities Department
Securities Market Division

to the Securities and Exchange Commission of Pakistan as provided in section 224(2) of the Companies Ordinance, 1984, through a demand draft in favour of the Commission, within thirty days of the issue of this order.

(Akif Saeed)

Executive Director (SD)

Islamabad.

Announced on March 18, 2011