

THE UNITED REPUBLIC OF TANZANIA
PRIME MINISTER'S OFFICE
TANZANIA INVESTMENT CENTRE

FILE BEGINS FILE TITLE <div style="font-size: 2em; font-weight: bold; text-align: center;">CONFIDENTIAL</div>	ENDS	PART FILE NUMBER TICC <div style="font-size: 2em; font-weight: bold; text-align: center;">PP-10 042.484</div>
INDEX HEADINGS		

Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M
DIF	F-1	AMY	25/06/13	✓										
DIF	F1	6	25/06/13	✓										
DIF	F2	AMY	26/06/13	✓										
EXD	M1	6	4/7/13	✓										
DIF	F3	AMY	30/7/13	✓										
DIF	F3	6	3/8/13	✓										
EXD	M2	6	5/8/13	✓										
DIF	F6	6	23/12/13	✓										
AMM	F5	6	23/12/13	✓										

FILE NUMBER
 TICC
 PP-10/042-484

TZ SHAMBA LTD

~~INDISIN TANZANIA~~
LTD

MINUTE SHEET

Dokezo
No.

MINUTE SHEET

Dokezo
No.

1.0

EXD

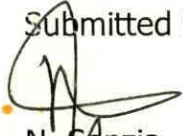
The approved project has fulfilled the investment requirements, which are: -

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest USD 1.25 m
- (b) Legal entity has been incorporated under certificate

No. 62544 of 21/01/2013

Based on the above, the letter of approval is hereby submitted for signature in order for the project to comply with the requirements of Section 17 of Tanzania Investment Act, 1997.

Submitted for signature.



N. Senzia

DIF

27th June, 2013

2.0

EXD

In response to the TIC letter of registration dated 27th June 2013

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from Punjab National Bank
- (c) Lease agreement or evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. 042484 herein attached.

5/08/2013

APPROVED BY EXD	
Sign:	
Date:	<u>08/07/13</u>



DIF



Tanzania Shamba Limited

91, Kipawa Industrial Area, P. O. Box – 21486, Dar Es Salaam
Email: shambacrops@gmail.com HP: +255 778254290

COMMISSIONER FOR CUSTOMS AND EXCISE

DAR ES SALAAM

Dear Sir,



20-7-2016

① DIF
Jym
w2
Ag. ED
21/7/2016

RE: PERMISSION FOR STUFFING OF AGRICULTURAL CROPS FOR EXPORT AT OUR OWN PREMISE LOCATED AT PLOT NO. 91 KIPAWA INDUSTRIAL AREA – TENEKE DISTRICT

..... Enclosed here with your letter No: TRA/CE/C/20/1 dated 23rd February 2016, which granted us to stuff at our own premise up to 31st December, 2016.

We regret to inform you that suddenly, We have been stopped to stuff and instructed by your office to request for new approval.

As your office understands that we are investors, which we have already installed machines and other equipment which, We are using for processing our agricultural products, for exports. Our machine cannot be moved and installed to ICDs, as their require a lot of space and it will be very costly for us as our products cannot compete with us. Charges on ICDs are very high compared to our cots, when stuffing at our own premises.

We , therefore ask your office to allow us to continue stuffing at our own premise, as we have adhered with all conditions mentioned on your above letter and no claim has been sported on us.

At present, We have a lot of agricultural products in our yard and, We have already committed with our customers that we are going to supply them in time and according to their terms.

Please we hope our request will be approved.

With thanks

Amit Kumar

Director

(Amit Kumar)



CC Tanzania Investment Center, DSM

② I have been informed by Amit Kumar. The investor has been re-permitted to stuff agricultural crops at plot no 91, Kipawa for export
10/8/2016



TANZANIA REVENUE AUTHORITY

TRA/CE/C/I.20/1

23 February 2016

Director,
Tanzania Shamba Limited,
P. O. Box 21486,
Dar es Salaam.

Dear Sir/Madam,

**RE: PERMISSION FOR STUFFING OF AGRICULTURAL CROPS FOR EXPORT AT
YOUR OWN PREMISES LOCATED AT PLOT NO. 91 KIPAWA INDUSTRIAL
AREA ILALA DAR ES SALAAM**

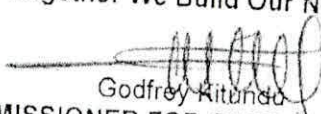
We are writing in response to your letter Ref. 017/2016 of 05th February 2016 on the captioned subject.

Permission for stuffing of agricultural crops at your premises located at the above-mentioned location is hereby granted for a period up to 31 December 2016. However, the approval is granted under the following conditions:

1. Stuffing exercise should be done under strict supervision of the Customs Officers responsible for exports at Dar es Salaam Wharf as assigned by the Manager Wharf, all Officers responsible for control of exports from other Government Departments/Organisations including Officers from the TISS
2. After inspection and stuffing, the containers should be sealed and thereafter be taken to the port terminal within the shortest time possible.
3. The stuffed containers should be scanned by using TRA-Scanners before they are entered at the terminal for export.
4. All other procedures regulating exports should be adhered to.
5. You will liaise with Manager- Customs Procedure and Licensing who will guide you on the requirements to be followed to ensure that the stuffing area is licenced to operate under exports, Cargo Freight Services. This will be mandatory requirement for extending your permission after expiration of this approval.

By a copy of this letter, Manager Wharf is hereby informed accordingly.

'Together We Build Our Nation'


Godfrey Kitundu

For: COMMISSIONER FOR CUSTOMS AND EXCISE

- c.c. Commissioner for Customs and Excise
- c.c. Deputy Commissioner-Trade Facilitation and Procedure
- c.c. Manager - Customs Wharf
- c.c. Customs Officer In charge (Wharf)- Exports
- c.c. Manager - Customs Procedure and Licensing

ISO 9001:2008 Certified

CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania
Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

TICC/PP.10/042484/10

15/03/2016

The Managing Director,
M/S Tanzania Shamba Limited,
P.O. Box 21486,
DAR ES SALAAM

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042484**

We are writing in response to your letter vide Ref: 017/2016 of 05th February, 2016 regarding above captioned subject.

Please be informed that in order to process your tax remissions request you are kindly required to submit detailed progress report and photos showing the project status and a list of items so far exempted for our information and review before further processing your request.

Please be guided accordingly

Yours sincerely
TANZANIA INVESTMENT CENTRE

N.A. Senzia
FOR: EXECUTIVE DIRECTOR



Tanzania Shamba Limited

9

101 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam

Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773433313

REF NO: 017/2016

Date: 05/02/2016

YOUR REF:.....



ALDABW
Please also
to also
Submit pages
Report
D/E

TO: COMMISSIONER FOR CUSTOMS AND EXCISE
TANZANIA REVENUE AUTHORITY
P.O.BOX
DAR ES SALAAM.

RE: APPEAL ON STUFFING AT OWNERS PREMISES

With reference to your letter NO: 016/2016 of 22nd JAN 2016 concerning stuffing at our own premises, we are appealing to you for the same issue

As we told your office in our early letter that we are INVESTORS on agro-processing agricultural products for exports since June 2013 registered in Tanzania Investment Centre (TIC) documents attached. We have imported a lot of machines for processing agricultural products like green mung beans, pigeon peas, sesame, yellow gram and raw cashew nuts, because of these purposes, we rented a yard for 11 years lease at plot no 91 Kipawa Industrial Area – Ilala District

We are collecting/purchasing agricultural products from various cooperative like Lindi, Nachingwea, Mtwara, Arusha, Babati, Shinyanga, Mwanza, Bariadi etc

We are giving employment to at least 50-100 workers on daily base as per requirement during season which starts from February until December, we stuff 20/50 containers weekly at our yard.

At present we have 20 containers of raw cashew nuts stuffed since December 2015 and paid levy of Tshs 165 million as per mentioned and attached Tansad

Date	Tansad no:	No: of containers	Levy paid
28-12-2015	TZDL-15-1419174	12X20'	Tshs: 75,951,692/=
08-01-2016	TZDL-15-100616	08x40'	Tshs: 80,017,730/=

As you understand at ICD as concerned, they provide a small space, they give a grace period of 3 days for empties containers and 7 days for stuffed containers after that they start charging on storage, which is quite impractical as due to congestion at port most of time vessels are delayed hence cost becomes very high

Due o the above reasons we cannot stuff in ICD's , therefore we appeal to you to grant us permission for stuffing at our own premises. At the same time we ask your office to allow the stuffed containers with raw cashew nuts which we have paid levy to be allowed for export as the contract will expire on 12th FEB 2016

All photocopies have been attached

We hope our request will be accepted and granted

With Thanks


J.M. KAMBI
+ DIRECTOR

CC: TANZANIA INVESTMENT CENTRE ✓

Commissioner for Customs and Excise - TZDL

Order Form for Electronic Funds Transfer to Bank of Tanzania

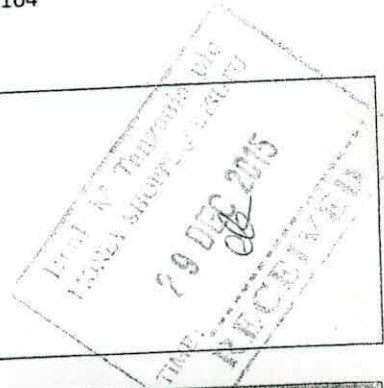
Name of Account Holder(s) : TANZANIA SHAMBA LIMITED
 Bank Account Number : ~~9921130601~~ 0250024541
 Name of Commercial Bank : BANK M (T) LTD
 Please transfer from my/our account the amount of TZS 75,951,692.00
 Amount Words : Seventy Five Million Nine Hundred And Fifty One Thousand Six Hundred And Ninety Two Shilling

Value Date : 28/12/2015
 To : Commissioner for Customs and Excise
 Tanzania Revenue Authority
 BANK OF TANZANIA

Account Number : 9921130601
 SWIFT Code : TARATZT

Details of Payment (field 70 of MT103) : /ROC/TZDL15G14191740
 Sender to Receiver Info (field 72 of MT103) : /REC/106151164
 TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (for TRA use only)

TANZANIA SHAMBA LIMITED
 TZDL-15-1419174



Signature [Handwritten Signature] Date 29/12/15
 Signature [Handwritten Signature] Date 29/12/15

Bank use only
 Reference

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Fields 70 of MT103 carries a payment control number. Must be captured correctly.
3. Field 72 of MT103 carries a TIN. Must be captured correctly.

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)
Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 1255 151229BNKMTZTZAXXX3070365614

----- Message Header -----
Swift Input : FIN 103 Single Customer Credit Transfer
Sender : BNKMTZTZXXX
BANK M TANZANIA PLC
DAR ES SALAAM TZ
Receiver : TARATZTZXXX
TANZANIA REVENUE AUTHORITY
DAR ES SALAAM TZ
FIN Copy Service : TIS

----- Message Text -----
20: Sender's Reference
000FQRG153630002
23B: Bank Operation Code
CRED
32A: Val Dte/Curr/Interbnk Settld Amt
Date : 29 December 2015
Currency : TZS (TANZANIAN SHILLING)
Amount : #75951692,#
50K: Ordering Customer-Name & Address
/0250024541
TANZANIA SHAMBA LIMITED.
PLOT NO, ELIA COMPLEX 101
P.O. BOX 21486
TANZANIA
53A: Sender's Correspondent - FI BIC
TANZTZTX
BANK OF TANZANIA
DAR ES SALAAM TZ
57A: Account With Institution - FI BIC
TARATZTZ
TANZANIA REVENUE AUTHORITY
DAR ES SALAAM TZ
59: Beneficiary Customer-Name & Addr
/9921130601
COMMISSIONER FOR CUSTOMS AND EXCISE
TANZANIA REVENUE AUTHORITY
70: Remittance Information
/ROC/TZDL15G14191740
71A: Details of Charges
SHA
72: Sender to Receiver Information
/REC/106151164

----- Message Trailer -----
{CHK:CC6BA2CEA4D7}
PKI Signature: MAC & PAC-Equivalent

----- Interventions -----
Category : Network Report
BNKMTZTZXXX - 29/Dec/2015 12:56:48 PM - Page 1 of 2



Tanzania Shamba Limited

101 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam

Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773433313

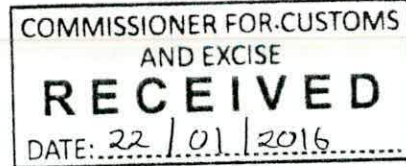
REF. NO. 016/2016

COMMISSIONER OF CUSTOMS AND EXCISE

Date: 22/1/2016

TRA-CUSTOMS

DAR ES SALAAM.



Dear Sir/Madam

RE: STUFFING AT OWNERS PREMISES.

We would like to inform your honourable organization that, We Tanzania Shamba Limited,
We are investors on Agro-processing Agricultural products for exports – Since June 2013, registered
In Tanzania investment company (TIC).

We have installed processing plant and other machines at our plot as address below.

Our processing plant is at Plot No: 91, Kipawa Industrial Area – Ilala District.

We are buying Green Mung, Yellow Pears, Pigion peas, Sesame Seeds and Raw Cashew Nuts.

At present, We have enough stock of raw cashew nuts which we have already sorted; and graded for
Export and paid levy accordingly

<u>DATE</u>	<u>TANSAD No:</u>	<u>NO. OF CONTAINER</u>	<u>LEVY PAID</u>
28/12/2015	TZDL-15-1419174	12X20'	TSHS. 75,951,692/=
8/1/2016	TZDL -16-100616	8X40'	TSHS. 80,017,730/=

In addition we have now started purchasing Green Mung for export.

We therefore, request your authority to allow us to do stuffing at our own premise and authorize
your customs officers to examine.

-----Copies of investment attached.

We hope our request will be accepted and granted

Thanks and regards


J.M.KAMBI

FOR DIRECTOR

Cc: TANZANIA INVESTMENT CENTER , DAR ES SALAAM.



TANZANIA REVENUE AUTHORITY

TRA/CE/I.20/2

3rd February, 2016

Director,
Tanzania Shamba Limited,
P. O. Box 21486,
DAR ES SALAAM

RE: STUFFING AT OWNERS PREMISES

Reference is made to your letter with reference No. 016/2016 dated 22nd January, 2016 in which the above subject matter refers.

We regret to inform that your request to stuff agricultural products at your premises has not has not been considered. Stuffing of goods for export should be done in customs designed areas.

Please be informed accordingly.

Yours sincerely,



Godfrey Kitundu

FOR: COMMISSIONER FOR CUSTOMS AND EXCISE

CK

Cc: Manager Wharf

ISO 9001:2008 Certified

CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania

Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

TSL Tanzania Shamba Limited

201 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam

Email : shambacrops@gmail.com HP: +255 773043592, 778254290, 773433313

The Executive Director
Tanzania Investment Centre
P.O. Box 938
Dar Es Salaam

Dated 18.01.2016

Subject: Request for stuffing export containers at our own premises.

Dear Madam,

We are thankful to the TIC for their continued support in helping us expand our business in Tanzania and make investments here to improve our efficiency. As you are aware, we have leased a plot of over 80,000 square feet for a period of 10 years, and have put up crop- cleaning plants & Weighbridge here. We also have 2 warehouses in the plot, and are in the midst of planning to build another big warehouse in these premises for increasing our operations.

In order to utilize the plants we have put up in these premises, it is required for us to stuff our export containers here and it is not practical for us to stuff containers in ICD / Port. We have requested the same to the Customs & Excise department, but disappointingly the custom and excise department is not considering our request instead they are advising to stuff all the material in the customs licensed areas which is not suitable for smooth working. Please find attached the letter received from Tanzania Revenue Authority.

We understand that other major exporters are having permission to stuff export containers at their premises, and we would not be able to be competitive against them, thus suffering our business. If we are not allowed to stuff in our premises, we would have to forgo the current premises and move to a smaller warehouse, thereby affecting our plans to invest in & grow our business in Tanzania.

We therefore request your good self to please intervene and request the customs & excise authority to reconsider our request, and we hope for a favorable decision from them. The same will help us a long way in increasing business & investment and hire more local staff to run our operations in Tanzania.

Thanking You,

Yours Faithfully

Amit Kumar
(Director)



Plse
Stamp of BRIS JUP
to
DIF



TANZANIA REVENUE AUTHORITY

TRA/CUS/DW/1.20/VOL/15/12

29th December, 2015

Director,
Tanzania Shamba Ltd,
P. O. Box 21486,
DAR ES SALAAM

Dear Sir,

RE: STUFFING AT OWNER'S PREMISES.

We are writing in response to your letter with ref. no. 017/2015, dated 22nd December 2015, in which you requested for stuffing raw cashew nuts at your premises.

We regret to inform you that your request has not been considered. We advise you to arrange yourself to conduct the exercise in the Customs licensed areas.

Be guided accordingly.

"Together We Build Our Nation"

Ben Usaje

Ag. MANAGER DAR ES SALAAM WHARF

CUSTOMS & EXCISE DEPARTMENT

Sokoine Drive, P.O. Box 9053, Dar es Salaam, Tanzania

Tel: 255-22-2117765 or 255-22-2127783/4/6/8 Fax: 255-22-2138878/2135193

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TICC/PP.10/042484/7

24/12/2013

Commissioner for Customs & Excise,
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM

Dear Sir,

**RE: DUTY/ VAT REMISSIONS ON CAPITAL/ DEEMED CAPITAL
GOODS – CERTIFICATE OF INCENTIVES No: 042484**

M/S Tanzania Shamba Limited is a TIC registered company with
certificate of incentives **No. 042484** which is valid up to **May 2016**

The company has been registered with objectives of establishing and
operating agro-processing facilities for agricultural products for exports.

Attached herewith please find a list of Capital/ Deemed Capital Goods for
Duty/ VAT remissions approval.

Yours sincerely

TANZANIA INVESTMENT CENTRE


N.A. Senzia

FOR: EXECUTIVE DIRECTOR

TIC

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TSL

Tanzania Shamba Limited

101 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam
Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773433313

Commissioner of Customs & Excise
Tanzania Revenue Authority,
P.O. Box 9053,
DAR ES SALAAM



Dated 20/12/2013

Received on
23/12/2013
M
TIC

UFS
Executive Director,
Tanzania Investment Centre,
P.O. Box 938,
DAR ES SALAAM

Dear Sir,

**RE: DUTY & VAT EXEMPTION ON CAPITAL / DEEMED CAPITAL GOODS FOR
CERTIFICATE OF INCENTIVES NO: 042484**

We are TIC approved project with certificate of incentives which is valid up to May, 2016.

The Company has been registered with objectives of establishing and operating agro-processing facilities for exports of agricultural products.

Attached herewith please find a list of Capital / Deemed Capital Goods for Duty / VAT Exemption for your approval.

Yours Sincerely

Director

Handwritten signature



Signature *[Handwritten Signature]*
Date 22/08/2013



00220156

Part Executive Director THE UNITED REPUBLIC OF TANZANIA
Tanzania Investment Centre

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042484

This is to certify that

TANZANIA SHAMBA LIMITED

of address P.O. BOX 21486

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~rehabilitation/extension~~
~~XXXXXXXXXX~~ enterprise known as

TANZANIA SHAMBA LIMITED

Which is located at PLOT NO. 91, KIPAWA INDUSTRIAL AREA

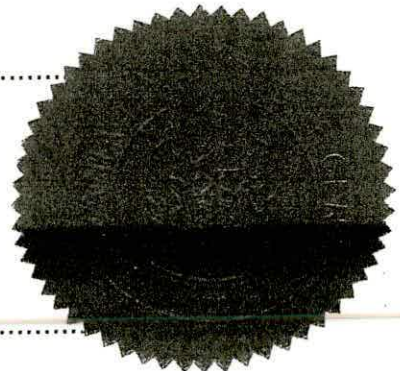
NYERERE, ILALA - DAR ES SALAAM

Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

[Handwritten Signature]
Executive Director

Tanzania Investment Centre
P.O. Box 938, Dar es Salaam

Dated 27TH JUNE 2013



This Certificate is issued in accordance with the provisions of Section 17 of the Tanzania Investment Act, 1997 and subject to the conditions prescribed under item 14 and 15 hereafter:—

1. Shareholders

Shareholders	Nationality	Shareholding (%)
Gunjan H. Maheshwari	Indian	4
Amit Kumar Jai Chand	Indian	4
Anuj Maheshwari	Indian	48
Rajiva Maheshwari	Singapore	44
2. Proposed Activities : **To establish and operate agro-processing facilities for agricultural products for exports**
3. Sector: **Manufacturing** Subsector **Agro Processing**
4. Investment cost: Foreign **USD 1.25m.** Local **-** Total **USD 1.25m.**
5. Project Financing: Equity **USD 1.25m.** Loans **-** Total **USD 1.25m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 1.25m.	-	USD 1.25m.
8. Technology Agreement **None**
9. Date of TIC Registration: **27th June 2013**
10. Implementation period **June 2013 - May 2016**
11. Operative date..... **June 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
(i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
(ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
(iii) Eligibility of Capital Allowances **As per Income Tax act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act
14. Conditions attached to this Certificate of Incentives
(i) Date of Commencement of investment has to be notified to the Centre.
(ii) Certificate not to be transferred, assigned or amended
(iii) Failure to commence implementation within two years invalidates Certificate
(iv) Failure to operate investment must be notified to the Centre
(v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed 
Executive Director

CTIN.: 1895033

ISO 9001 : 2008 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 133 OF THE INCOME TAX ACT NO. 11 OF 2004)

THIS IS TO CERTIFY THAT

TANZANIA SHAMBA LIMITED

.....

has been registered with the Tanzania Revenue
Authority and assigned the Taxpayer
Identification Number

106-151-164

.....
26-10-2007

with effect from



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

LIST OF ITEMS

No:	ITEM NAME	UNIT	QTY	ITEM GROUP	ITEM PRICE	TIN	EXEMPTION REFERENCE NO:	EXEMPTION DATE
1	FULLY ELECTRONIC WEIGHBRIDGE	Sets	1	Plant & Machinery		106-151-164		
2	Gravity Separation Plant for Crops	Sets	1	Plant & Machinery		106-151-164		
3	De-Stoner Plant for Crops	Sets	1	Plant & Machinery		106-151-164		
4	Polishing Plant for Crops	Sets	2	Plant & Machinery		106-151-164		
5	Green Mung Beans Processing Plant	Sets	1	Plant & Machinery		106-151-164		
6	Pigeon Peas Processing Plant	Sets	1	Plant & Machinery		106-151-164		
7	Yellow Gram Processing Plant	Sets	1	Plant & Machinery		106-151-164		
8	Sesame Seeds Processing Plant	Sets	2	Plant & Machinery		106-151-164		
9	Electric Motors	No.	30	Plant & Machinery		106-151-164		
10	Elevators & Other Steel Structures	No.	10	Plant & Machinery		106-151-164		
11	Generators	No.	2	Equipment		106-151-164		
12	Welding Machine	No.	1	Equipment		106-151-164		



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00220156

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042484

This is to certify that

TANZANIA SHAMBA LIMITED

of address P.O. BOX 21486

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~rehabilitation/expansion~~ ~~XXXXXXXXXX~~ enterprise known as

TANZANIA SHAMBA LIMITED

Which is located at PLOT NO. 91, KIPAWA INDUSTRIAL AREA

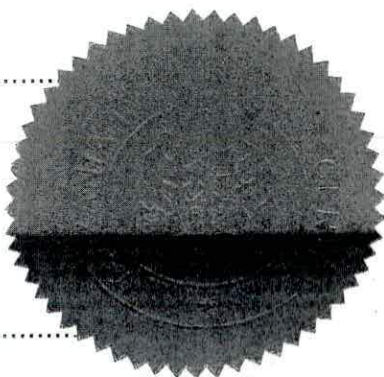
NYERERE, ILALA - DAR ES SALAAM

Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

Executive Director

Tanzania Investment Centre
P.O. Box 938, Dar es Salaam

Dated 27TH JUNE 2013



This Certificate is issued in accordance with the provisions of Section 17 of the Tanzania Investment Act, 1997 and subject to the conditions prescribed under item 14 and 15 hereafter:—

1. Shareholders

Shareholders	Nationality	Shareholding (%)
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6. Source, terms and conditions of loan.....
7. Assets to be invested:

Capital items:	Foreign	Local	Total
	USD 1.25m.	-	USD 1.25m.
8. Technology Agreement **None**
9. Date of TIC Registration: **27th June 2013**
10. Implementation period **June 2013 - May 2016**
11. Operative date **June 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
 - (i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
 - (ii) Applicable with-holding Tax **As per Income Tax Act, 2004 (as amended)**
 - (iii) Eligibility of Capital Allowances **As per Income Tax act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
 - (i) Date of Commencement of investment has to be notified to the Centre.
 - (ii) Certificate not to be transferred, assigned or amended
 - (iii) Failure to commence implementation within two years invalidates Certificate
 - (iv) Failure to operate investment must be notified to the Centre
 - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed 
Executive Director

Unclaimed refund beyond three years shall be forfeited



TANZANIA INVESTMENT CENTRE

Shaaban Robert Street, P.O. Box 938, Dar Es Salaam, Tel. +255 22 2116328-31, Fax: +255 22 2118253

RECEIPT REC012224

No.006328

Received from : TANZANIA SHAMBA LIMITED

Address P.O. Box 21486 Dar Es Salaam

Received the sum of (In words): ONE THOUSAND AND ZERO CENTS ONLY

Being payment in respect of CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No: D/Deposit

Date : 30-Jul-2013

Buisso

Receiving Officer

Aug '11

53980

THE UNITED REPUBLIC OF TANZANIA

BUSINESS REGISTRATIONS AND LICENSING AGENCY

Appointment of a Director or Secretary

(Not for resignation (Use Form 210b) or change of particulars (Use Form 210c))

Pursuant to Section 210 of the Companies Act, 2002

Submitted to BRELA on
20.6.13. BRELA REC. No. 00166591. FS

Company Number

62544

Company Name
(in full)

TANZANIA SHAMBA LIMITED

Date of appointment

1ST JUNE 2013

Appointment as director

Appointment as secretary

Name: (First Name(s))

AMIT KUMAR JAI CHAND

(Surname)

SAINI

Previous name (s):

Address:
(usual residential)

FLAT NO. 101, ELIA COMPLEX, BIBI TITI MOHAMED / ZANAKI STREET,
P. O. BOX 21486, DAR ES SALAAM

Nationality:

INDIAN

Date of Birth

21ST MARCH 1984

(continued on next page)

FOR OFFICIAL USE ONLY

Business Occupation QUALITY CONSULTANT

Other Directorships
(directors only)

===== NONE =====

I consent to act as [director] [secretary] of the above named company.

Signed Amit Kumar

Date 1ST JUNE 2013

A director / secretary etc. must sign the form below

Signed Rajiva Maheshwari
Director

Date 1ST JUNE 2013

Notes:

- Show full First Names, not initials. If the director or secretary is a corporation, show the name on surname line and registered or principal office address on the usual residential address line.
- Give previous First Name(s) or surname(s) except that:
 - for a married woman, the name by which she was known before marriage need not be given.
 - names not used since the age of 18 or for at least 20 years need not be given.

Other directorships

Give the name of every company incorporated in Tanzania of which the person concerned is a director or has been a director at any time in the past five years.

TRANSFER OF SHARE OR STOCK

I KISHAN GOPAL MAHESHWARI OF P. O. BOX 21486, DAR ES SALAAM

in consideration of the sum of SHILLINGS ONE MILLION ONLY
(SHS. 1,000,000/=)

paid by AMIT KUMAR JAI CHAND SAINI OF P. O. BOX 21486, DAR ES SALAAM

hereinafter called the said Transferee

Do hereby bargain, sell, assign and transfer to the said Transferee:-

1 ORDINARY SHARE OF SHS. 1,000,000/=

of and in the undertaking called the

TANZANIA SHAMBA LIMITED

To hold unto the said Transferee HIS Executors, Administrators, and Assigns, subject to the several conditions on which I held the same immediately before the execution thereof, and I the said Transferee do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As witness our hands and seals this 1ST day of JUNE 2013.

Signed, sealed and delivered, by the above-named KISHAN GOPAL MAHESHWARI in the presence of

Witness {

Signature Rajiva Maheshwari

Name RAJIVA MAHESHWARI

Address 101, ELIA COMPLEX

Janaki St., Dar es Salaam

Occupation Managing Director

Kishan

KISHAN GOPAL MAHESHWARI



Signed, sealed and delivered, by the above-named AMIT KUMAR JAI CHAND SAINI in the presence of

Witness {

Signature Amit Kumar Rajiva Maheshwari

Name AMIT KUMAR JAI CHAND SAINI

Address 101, ELIA COMPLEX

JANAKI STREET, DAR ES SALAAM

Occupation DIRECTOR

Amit Kumar

AMIT KUMAR JAI CHAND SAINI



Stamp duty payable = STAMP DUTY

Shs. 10,000

0238135111 25/6/13

Regional - Manager Kinondoni Tax Region

3



WAKALA WA USAJILI WA BIASHARA NA LESENI.
 S.L.P 9393, Dar-es-Salaam.
 SIMU : +255 22 2180141, 2180113, 2181113. **NUKUSHI:** +255 22 2180371
BARUA PEPE: ceo@brela-tz.org, usajili@brela-tz.org, info@brela-tz.org
TOVUTI: http://www.brela-tz.org



RECEIPT NO: 00171166

NIMEPOKEA KWA
 Received from

TANZANIA SHAMBA LTD

KIASI CHA SHILINGI(KWA MANENO)
 Sum of shillings(In words)

SIXTEEN THOUSAND FIVE HUNDRED TANZANIAN SHILLINGS ONLY.

KWA MALIPO YA
 In respect of

FILLING FEES [TSHS16,500] .
 TOTAL TSHS : 16,500

KWA FEDHA TASLIMU/HUNDI NAMBA
 By cash/cheque No.

CASH

KITUO
 Station

DAR ES SALAAM

SAHIHI YA MPOKEAJI
 Receiving officer's sign.

CHEO
 Title

TAREHE
 Date

ARTHUR A.K

CASHIER

26/07/2013



WAKALA WA USAJILI WA BIASHARA NA LESENI.
 S.L.P 9393, Dar-es-Salaam.
 SIMU : +255 22 2180141, 2180113, 2181113. **NUKUSHI:** +255 22 2180371
BARUA PEPE: ceo@brela-tz.org, usajili@brela-tz.org, info@brela-tz.org
TOVUTI: http://www.brela-tz.org



RECEIPT NO: 00171168

NIMEPOKEA KWA
 Received from

TANZANIA SHAMBA LTD

KIASI CHA SHILINGI(KWA MANENO)
 Sum of shillings(In words)

SIXTEEN THOUSAND FIVE HUNDRED TANZANIAN SHILLINGS ONLY.

KWA MALIPO YA
 In respect of

FILLING FEES [TSHS16,500] .
 TOTAL TSHS : 16,500

KWA FEDHA TASLIMU/HUNDI NAMBA
 By cash/cheque No.

CASH

KITUO
 Station

DAR ES SALAAM

SAHIHI YA MPOKEAJI
 Receiving officer's sign.

CHEO
 Title

TAREHE
 Date

ARTHUR A.K

CASHIER

26/07/2013

NO. 62544

TANZANIA SHAMBA LIMITED

Submitted To BRELA on
26.7.13. BRELA Rec. No.
00171166 For Str. 16,500/-
FS

CIRCULAR RESOLUTION

IT IS HEREBY AGREED & RESOLVED THAT Mr. Gunjan Harikishor Maheshwari be appointed director with immediate effect and 1 share of Mr. Rajiva Maheshwari also be transferred to him.

CONFIRMED

Rajiva Maheshwari

RAJIVA MAHESHWARI

Anuj Maheshwari

ANUJ MAHESHWARI

Amit Kumar

AMIT KUMAR JAI CHAND SAINI

G. Maheshwari

GUNJAN HARIKISHOR MAHESHWARI

Date: 1st July 2013

THE UNITED REPUBLIC OF TANZANIA

BUSINESS REGISTRATIONS AND LICENSING AGENCY

Appointment of a Director or Secretary

(Not for resignation (Use Form 210b) or change of particulars (Use Form 210c))

Pursuant to Section 210 of the Companies Act, 2002

Submitted To BRELA On
26.7.13. BRELA Rec. No.
00171168. For
Sms. 16500/1:FS

Company Number

Company Name
(in full)

Date of appointment

Appointment as director

Appointment as secretary

Name: (First Name(s))

(Surname)

Previous name (s):

Address:
(usual residential)

Nationality:

Date of Birth

(continued on next page)

FOR OFFICIAL USE ONLY

Business Occupation	BUSINESSMAN
Other Directorships (directors only)	===== NONE =====

I consent to act as [director] [secretary] of the above named company.

Signed G. Malhevi

Date 1ST JULY 2013

A director / secretary etc. must sign the form below

Signed Rajwa Malhevi
Director

Date 1ST JULY 2013

Notes:

Show full First Names, not initials. If the director or secretary is a corporation, show the name on surname line and registered or principal office address on the usual residential address line.

Give previous First Name(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given.
- names not used since the age of 18 or for at least 20 years need not be given.

Other directorships

Give the name of every company incorporated in Tanzania of which the person concerned is a director or has been a director at any time in the past five years.

TRANSFER OF SHARE OR STOCK

I RAJIVA MAHESHWARI OF P. O. BOX 21486, DAR ES SALAAM
OF 5000 B, MARINE PARADE ROAD, NO. 02-05, LUGANA PARK, SINGAPORE 449 285

in consideration of the sum of SHILLINGS ONE MILLION ONLY
(SHS. 1,000,000/=)

paid by GUNJAN HARIKISHOR MAHESHWARI
OF A-31/2, SITE IV, INDUSTRIAL AREA, SAHIBABAD, GHAZIABAD, UTTAR PRADESH, INDIA

hereinafter called the said Transferee

Do hereby bargain, sell, assign and transfer to the said Transferee:-

1 ORDINARY SHARE OF SHS. 1,000,000/=

of and in the undertaking called the

TANZANIA SHAMBA LIMITED

To hold unto the said Transferee HIS Executors, Administrators, and Assigns, subject to the several conditions on which I held the same immediately before the execution thereof, and I the said Transferee do hereby agree to accept and take the said shares subject to the conditions aforesaid.

As witness our hands and seals this 1ST day of JULY 2013.

Signed, sealed and delivered, by the above-named
RAJIVA MAHESHWARI in the presence of

Witness {

Signature [Signature]

Name KUMAR VIKRAM

Address Advocate High Court

Occupation 24, Lawyer's chambers
Delhi High Court, ND-110003
LAWYER

[Signature]
RAJIVA MAHESHWARI



Signed, sealed and delivered, by the above-named
GUNJAN HARIKISHOR MAHESHWARI in the presence of

Witness {

Signature [Signature]

Name KUMAR VIKRAM

Address Advocate High Court

Occupation 24, Lawyer's chambers
Delhi High Court ND-110003
Lawyer

[Signature]
GUNJAN HARIKISHOR MAHESHWARI



Stamp Duty 10,000/=

Stamp collected

Shs. 10,000/=

02093908 Date 01/08/2013

Receipt No. [Signature]

Regional - Manager [Signature]

Stamp duty 10000/=

[Signature]

31/7/2013

LONG TERM LEASE TENANCY AGREEMENT

This long term lease has been entered into this 21st Day of June 2013 between

Mr Labh Jesang Gadhvi of P.O.Box 66 Dar Es Salaam (hereinafter called the Landlord)

and

Tanzania Shamba Limited of P. O. Box 21486 Dar es Salaam (hereinafter called the Tenant)

Whereby the Landlord agrees to rent and the tenant agrees to accept the tenancy of the following premises as per the terms and conditions as described below.

1. The Premises:

The Landlord declares that he is rightful owner of these premises and has full right to hire it on lease, and hence agrees to let the following premise to the tenant:

Plot Number 91 situated at Kipawa Industrial Area Nyerere Road, Dar Es Salaam. The total area of the plot is 8,816 square meters, measuring approximately 147 meters by 60 meters. The ownership duly registered under the certificate of title no. 23260.

2. Purpose:

The said premises shall be used for storing, processing, manufacturing, weighment and stuffing commodities and for putting Weigh Bridge. It will also be used as office and for any such other purpose deemed fit by the tenant.

3. Term:

The lease shall start from 1st Day of August, 2013. The Term of the lease shall be for 10 years until 31st July 2023, during which the landlord cannot demand for earlier termination of the lease. The Tenant can terminate the lease by giving six months written notice.

4. Rent:

The Tenant shall pay to the landlord a rent of US Dollars 10,000 (United States Dollars Ten Thousand Only) per month (and applicable VAT, if any).

5. Payment Terms:

The Tenant shall pay a deposit of USD 10,000 (US\$ Ten Thousand) on the day of signing of this lease.

The Tenant shall pay additional USD 50,000 (US\$ Fifty Thousand) on 1st day of August 2013, being balance rent for 6 months From 1st August 2013 to 31st January 2014, at the time of taking possession. The Landlord shall handover empty possession to the tenant on 1st August, 2013, duly clean and in habitable condition.

Thereafter, the tenant shall pay advance rent for 6 months by every fifth month of occupation. The landlord shall pay withholding tax for the lease on their own, and provide a copy to the tenant within a week of receipt of the rent. Stamp duty shall be paid by the landlord.

I Certify this to be the true
Copy of the Original

I. H. M. Magesa
MAGESA & CO - ADVOCATES



1/8/2013

rwls

Wike

6. Addition / removal of Structures:

The tenant can add any appropriate structure complying to the standards and requirements of the town planning to the premises at its own discretion and bearing all the costs and expenses for the same which includes putting up a weigh bridge and warehouses and any other allied structure, and if there are any permissions / signatures required by them from the landlord, the landlord will provide the same without any delay.

The tenant cannot demolish any existing structure without written permission of the land lord except, if need be, one ware house of about 170 sq meters which land lord has already permitted.

7. Utilities:

The Tenant shall pay for all utilities including water & electricity on timely basis. If tenant requires any more connection for water, electricity etc, they can do that at their own cost. However, if there are any permissions / signatures required by them from the landlord, the landlord will provide them the same without any delay.

8. Maintenance and Good-Keeping:

The tenant shall keep the premises in good working conditions, and shall carry out required minor repairs throughout the period of the lease. For any major repairs required to the existing structures, the same shall be carried out by the landlord on prompt basis.

9. Sublease:

The tenant can sublet any part of the premises to third parties during the period of this lease, at their own risk and responsibility. The responsibility of timely payment of the lease and proper maintenance lies solely with the tenant of this lease and cannot be passed on to any other person.

10. Peaceful Working:

The landlord shall not cause any obstruction to the peaceful workings of the tenant. The landlord or their agents can visit the premises during day time by giving prior notice to the tenant.

11. Other responsibilities of the Tenant:

- a. To indemnify the landlord against all damages occasioned to the premises or any other part of the building or any adjacent neighboring premises or to any person caused by any act of default or negligence of its servants, agents, licensees of the Tenant. To pay and make good to the landlord all the loss and damage incurred or sustained by the landlord as a consequence of non-observance of the covenants herein.
- b. Upon expiry of the tenancy agreement or termination of lease the tenant shall deliver the keys and locks to the landlord.
- c. To furnish The Company's Board Resolution to the Landlord in which duly "Resolved" approved to lease the premises and the tenancy agreement be signed by the company's officials duly empowered and authorized as per the Board Resolution on behalf of the company.
- d. Tenant will make sure that no illegal activities take place in the premises. If any such activities happen, it will be the responsibility of the tenant.

12. Amendment to the lease:

If the need arises, any amendment to this lease can be made only by written annexure to this lease, duly signed by both parties.

I Certify this to be the true
Copy of the Original

[Signature]
MAGESA & CO. - ADVOCATES



[Signature]

1/8/2013

[Signature]

Legal Jurisdiction:

For any covenants not expressly stated in this agreement relevant provision of prevailing laws of the United Republic of Tanzania shall be applicable. This long term lease contract is subject to Tanzania Law.

Both the parties have read and understood the contents of this agreement.

Once signed by both parties below, this lease shall be legal and binding contract on both parties.

On Behalf of Landlord,

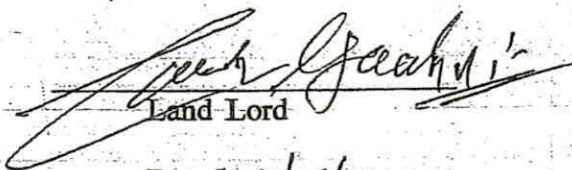
On Behalf of the Tenant

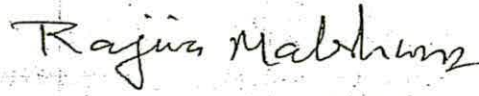
Signed by:

Signed by:

Mr. LABH JESANG GADHVI

Mr. RAJIVA MAHESHWARI


Land Lord


Director Tanzania Shamba Limited

Dated: 21/06/2013


Dated: 21-06-2013


Witnessed for Landlord by:

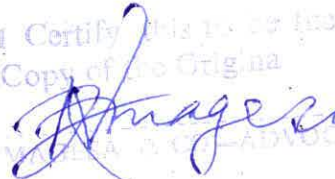
Witnessed for Tenant by:

Mr. BIRJU LABH GADHVI
PO Box. 66 Dar Es Salaam

Mr. BHARAT P. BADIANI
PO Box. Dar Es Salaam


Dated: 21/06/2013


Dated: 21/06/2013

I Certify this to be the
Copy of the Original




STAMP DUTY
Shs 1964,400/- Collected
Receipt No 178830 Date 25/6/13
Regional Manager - Ilaa Tax Region.



1/8/2013

TICC/PP.10/042484/3

27th June, 2013

Managing Director,
Tanzania Shamba Ltd.,
P.O. Box 21486,
Dar es Salaam.

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT AND OPERATING AGRO-PROCESSING FACILITIES
FOR AGRICULTURAL PRODUCTS**

We wish to acknowledge receipt of your project proposal to establish and operate agro-processing facilities for agricultural products for exports as presented in the TIC P.A. 1 Form No. 11177 and Feasibility Study with a projected investment of USD 1.25m.

We have studied your project proposal and we are pleased to inform you that your investment proposal is now officially registered and therefore your project will be granted a CERTIFICATE OF INCENTIVES, given under authority conferred upon TIC under Part III, Section 17 (1-8) of the Tanzania Investment Act, 1997. In order to enable TIC prepare your Certificate of Incentives, You will be required to submit the following:-

- Certified lease agreement as an evidence of Land ownership for the location of the project.

You will also be required to submit to the Centre a Progress Report on the implementation of the project after every six months for our information and review. Guidelines for the preparation of the report are contained in annexure 2 also attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Please also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:-

.../2

TICC/PP.10/042484/3

3rd July, 2013

*Tanzania Investment Centre
Standard Chartered Bank (T) Ltd
US Dollar A/C 8702006002000
T.Shs A/C 0102006002000*

We wish you every success in the implementation of the project.

Yours sincerely,

TANZANIA INVESTMENT CENTRE



Juliet R. Kairuki

EXECUTIVE DIRECTOR

Copy to: Permanent Secretary,
Ministry of Finance,
P. O. Box 9111,
DAR ES SALAAM

Permanent Secretary,
Ministry of Industry, Trade and Marketing,
P.O. Box 9503,
DAR ES SALAAM

Commissioner General,
Tanzania Revenue Authority,
P. O. Box 11491,
DAR ES SALAAM



TIC Evaluation Report

Name of the Company Tanzania Shamba Ltd.

Post Box	Nyerere Road, Plot No. 91, Kiwalani	COI Number	62544	Contact	Mr. Rajiva Maheshwari
Post Office	21486	COI Date	21/01/2013	Designation	Managing Director
Region	Dar Es Salaam	Application F. No	11177	Phone	0
Country	Tanzania	Status	New	Direct Phone	0778 254 290
		Sector	Manufacturing	Cell Phone	0773 043592
		Sub Sector	Agro-Processing	Fax	0
		File No	042484	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD			
Plot/Block	Plot No. 91, Kipawa Industrial Area	Foreign Equity	Local Equity	Foreign Loan	Local Loan
Street	Nyerere	1.25	0	0	0
District	Ilala				
Region	Dar es Salaam				

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.3
Amit Kumar Saini	Indian	4	Plant	0.43
Anuj Maheshwari	Indian	48	Vehicles	0.2
Rajiva Maheshwari	Singapore	48	Furniture & Fittings	0.02
			Pre-expenses	0
			Others	0
			Working Capital	0.3
			Total	1.25

Employment	40	Evaluated By	wf officer3
Capacity	15000 mt/annum	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

Description

To establish and operate agro-processing facilities for agricultural products for exports

Recommendations

Be approved subject to providing evidence as required by section 17 of Tanzania Investment Act, 1997

Decision

Approved 27.06.13

TICC.PP.10/042484/2



25th June, 2013

Bank M Limited,
Ocean Road Branch,
Dar es Salaam.

RE: APPLICATION TO OPEN BANK ACCOUNT FOR TANZANIA SHAMBA LTD

We would like to confirm that the above mentioned company has lodged an application to Tanzania Investment Centre (TIC) to undertake a project for establishing Agro-Processing facilities at Plot no. 91 situated Kipawa Industrial Area.

The Company has requested the Centre to write the letter of recommendation to enable them open a Bank account. The Company has lodged all necessary documents for us to register his project and his application is under the process. The permits for residence will be issued to its directors after all necessary approvals.

It is our sincere hope that this letter will facilitate the Company to open bank account and enable them to implement the project.

Yours Sincerely,

Tanzania Investment Centre



N. Senzia

For: Executive Director

TICC.PP.10/042484/2

25th June, 2013

NBC Tanzania Limited
Corporate Branch,
Dar es Salaam.

RE: APPLICATION TO OPEN BANK ACCOUNT FOR TANZANIA SHAMBA LTD

We would like to confirm that the above mentioned company has lodged an application to Tanzania Investment Centre (TIC) to undertake a project for establishing Agro-Processing facilities at Plot no. 91 situated Kipawa Industrial Area.

The Company has requested the Centre to write the letter of recommendation to enable them open a Bank account. The Company has lodged all necessary documents for us to register his project and his application is under the process. The permits for residence will be issued to its directors after all necessary approvals.

It is our sincere hope that this letter will facilitate the Company to open bank account and enable them to implement the project.

Yours Sincerely,

Tanzania Investment Centre



N. Senzia

For: Executive Director



Tanzania Shamba Limited

101 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam

Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773360006

25/06/2013

Executive Director
Tanzania Investment Centre
P.O. Box 938
DAR ES SALAAM

*1) Debt
P/Se Draft & letter
of recommendation to
the Bank.*

Re: Request letter of recommendation for opening accounts in NBC bank and M Bank.

Dear Madam,

We have applied for Certificate of Incentives with Tanzania Investment Centre, and our application is currently under review. We have also applied for Resident permits for our directors, Mr. Rajiva Maheshwari and Mr. Amit Saini.

While our applications are under process, we request you to give us recommendation letters addressed to NBC bank and M Bank Dar-es-Salaam, for opening account in their respective banks.

Please issue the letters at the earliest.

Thanks and Regards

Rajiva Maheshwari

Rajiva Maheshwari
Managing Director





Tanzania Shamba Limited

101 Elia Complex, Zanki Street, P. O. Box – 21486, Dar Es Salaam

Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773360006

19/06/2013

Executive Directors
Tanzania Investment Centre
P.O. Box 938
DAR ES SALAAM



Re: APPLICATION FOR THE CERTIFICATE OF INCENTIVES

Please refer to the above.

We have decided to invest in the manufacturing facilities for agriculture activities in order to boost agriculture sector and hence help in the development of the nation.

In that respect we therefore apply for the Certificate of Incentives in order to benefit from the incentives as per the Tanzania Investment Law.

We are attaching the following documents in order to enable the Centre to issue the Certificate:

1. Application Form
2. Certificate of Incorporation
3. Memorandum and Articles of Association
4. Business Plan
5. Board Resolution

We hope our application will be considered favorably and at the earliest.

Yours Faithfully,

Rajwa Malswaan

Managing Director



Tanzania Shamba Limited

101 Elia Complex, Zanaki Street, P. O. Box – 21486, Dar Es Salaam

Email : tanzaniashamba@gmail.com HP: +255 773043592, 778254290, 773360006

Board Resolution

19/06/2013

A meeting of the board of directors of Tanzania Shamba Limited took place in the office of Tanzania Shamba Limited, 101 Elia Complex, on this 19th day of June, 2013. The meeting was attended by the following:

1. Mr. Rajiva Maheshwari, Managing Director
2. Mr. Anuj Maheshwari, Director
3. Mr. Amit Kumar Saini, Director

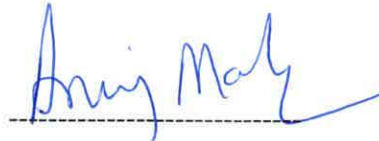
The following is the relevant extract from the minutes of the meeting:

“ Resolved that the company may apply through its managing director, Mr. Rajiva Maheshwari, for the Certificate of Incentives from Tanzania Investment Center in order to benefit from the incentives as per the Tanzania Investment Law. The same will be conducive to the company’s decision to invest in the manufacturing facilities for agriculture activities in order to boost agriculture sector and hence help in the development of the nation.”

With no other matters do discuss, the meeting concluded with a vote of thanks.



Mr. Rajiva Maheshwari



Mr. Anuj Maheshwari



Mr. Amit Saini

UNITED REPUBLIC OF TANZANIA



Certificate of Change of Name

No 62544

I HEREBY CERTIFY THAT

INDISIN TANZANIA LIMITED

having, with sanction of a special Resolution of the said company, and with the approval of the Registrar signified in writing Changed its name, is now called

TANZANIA SHAMBA LIMITED

and I have entered such new name on the Register accordingly.

this **21ST** day of **JANUARY**

TWO THOUSAND AND THIRTEEN

Asst. Registrar of Companies

TANZANIA



Certificate of Incorporation

Section 15

No 62544

I HEREBY CERTIFY THAT

INDISIN TANZANIA LIMITED =====

is this day incorporated under the Companies Act, 2002 and that the Company is Limited.

Given under my hand at Dar es salaam

this 15TH day of OCTOBER**TWO THOUSAND AND SEVEN**


Assistant Registrar of Companies

पंजाब नैशनल बैंक

...भरोसे का प्रतीक !



punjab national bank

...the name you can BANK upon !

Dated: 24.06.2013

To whomsoever it may concern

We hereby certify that M/s Rajiva Exports, proprietor Mr. Rajiva Maheshwari, is having an account number 1399008700001439 with us for over 10 years.

They are having regular transactions with us and their account is very satisfactory.

With Regards



Chief Manager
Punjab National Bank
Preet Vihar, Delhi-110092

Legal Jurisdiction:

For any covenants not expressly stated in this agreement relevant provision of prevailing laws of the United Republic of Tanzania shall be applicable. This long term lease contract is subject to Tanzania Law.

Both the parties have read and understood the contents of this agreement.

Once signed by both parties below, this lease shall be legal and binding contract on both parties.

On Behalf of Landlord,

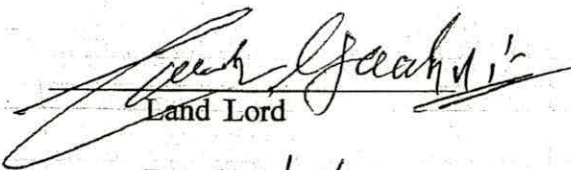
On Behalf of the Tenant

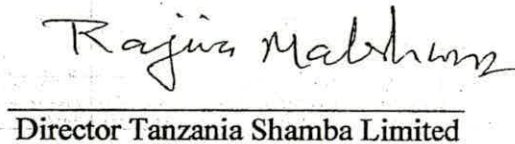
Signed by:

Signed by:

Mr. LABH JESANG GADHVI

Mr. RAJIVA MAHESHWARI


Land Lord


Director Tanzania Shamba Limited

Dated: 21/06/2013

Dated: 21-06-2013

Witnessed for Landlord by:

Witnessed for Tenant by:

Mr. BIRJU LABH GADHVI
PO Box. 66 Dar Es Salaam

Mr. BHARAT P. BADIANI
PO Box. Dar Es Salaam

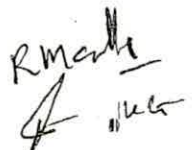




Dated: 21/06/2013

Dated: 21/06/2013

STAMP DUTY
Shs 1,964,400/- Collected
Receipt No 01788830 Date 25/6/13
Regional Manager-Ilala Tax Region.


R. Mani

LONG TERM LEASE TENANCY AGREEMENT

This long term lease has been entered into this 21st Day of June 2013 between

Mr Labh Jesang Gadhvi of P.O.Box 66 Dar Es Salaam (hereinafter called the Landlord)

and

Tanzania Shamba Limited of P. O. Box 21486 Dar es Salaam (hereinafter called the Tenant)

Whereby the Landlord agrees to rent and the tenant agrees to accept the tenancy of the following premises as per the terms and conditions as described below.

1. The Premises:

The Landlord declares that he is rightful owner of these premises and has full right to hire it on lease, and hence agrees to let the following premise to the tenant:

Plot Number 91 situated at Kipawa Industrial Area Nyerere Road, Dar Es Salaam. The total area of the plot is 8,816 square meters, measuring approximately 147 meters by 60 meters.

The ownership duly registered under the certificate of title no. 23260.

2. Purpose:

The said premises shall be used for storing, processing, manufacturing, weighment and stuffing commodities and for putting Weigh Bridge. It will also be used as office and for any such other purpose deemed fit by the tenant.

3. Term:

The lease shall start from 1st Day of August, 2013. The Term of the lease shall be for 10 years until 31st July 2023, during which the landlord cannot demand for earlier termination of the lease. The Tenant can terminate the lease by giving six months written notice.

4. Rent:

The Tenant shall pay to the landlord a rent of US Dollars 10,000 (United States Dollars Ten Thousand Only) per month (and applicable VAT, if any).

5. Payment Terms:

The Tenant shall pay a deposit of USD 10,000 (US\$ Ten Thousand) on the day of signing of this lease.

The Tenant shall pay additional USD 50,000 (US\$ Fifty Thousand) on 1st day of August 2013, being balance rent for 6 months From 1st August 2013 to 31st January 2014, at the time of taking possession. The Landlord shall handover empty possession to the tenant on 1st August, 2013, duly clean and in habitable condition.

Thereafter, the tenant shall pay advance rent for 6 months by every fifth month of occupation. The landlord shall pay withholding tax for the lease on their own, and provide a copy to the tenant within a week of receipt of the rent. Stamp duty shall be paid by the landlord.

Res
Wale

LONG TERM LEASE TENANCY AGREEMENT

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Mr Labh Jesang Gadhvi of P.O.Box 66 Dar Es Salaam (hereinafter called the Landlord)

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Res
[Signature]
Wale

6. Addition / removal of Structures:

The tenant can add any appropriate structure complying to the standards and requirements of the town planning to the premises at its own discretion and bearing all the costs and expenses for the same which includes putting up a weigh bridge and warehouses and any other allied structure, and if there are any permissions / signatures required by them from the landlord, the landlord will provide the same without any delay.

The tenant cannot demolish any existing structure without written permission of the land lord except, if need be, one ware house of about 170 sq meters which land lord has already permitted.

7. Utilities:

The Tenant shall pay for all utilities including water & electricity on timely basis. If tenant requires any more connection for water, electricity etc, they can do that at their own cost. However, if there are any permissions / signatures required by them from the landlord, the landlord will provide them the same without any delay.

8. Maintenance and Good-Keeping:

The tenant shall keep the premises in good working conditions, and shall carry out required minor repairs throughout the period of the lease. For any major repairs required to the existing structures, the same shall be carried out by the landlord on prompt basis.

9. Sublease:

The tenant can sublet any part of the premises to third parties during the period of this lease, at their own risk and responsibility. The responsibility of timely payment of the lease and proper maintenance lies solely with the tenant of this lease and cannot be passed on to any other person.

10. Peaceful Working:

The landlord shall not cause any obstruction to the peaceful workings of the tenant.

The landlord or their agents can visit the premises during day time by giving prior notice to the tenant.

11. Other responsibilities of the Tenant:

- a. To indemnify the landlord against all damages occasioned to the premises or any other part of the building or any adjacent neighboring premises or to any person caused by any act of default or negligence of its servants, agents, licensees of the Tenant. To pay and make good to the landlord all the loss and damage incurred or sustained by the landlord as a consequence of non-observance of the covenants herein.
- b. Upon expiry of the tenancy agreement or termination of lease the tenant shall deliver the keys and locks to the landlord.
- c. To furnish The Company's Board Resolution to the Landlord in which duly "Resolved" approved to lease the premises and the tenancy agreement be signed by the company's officials duly empowered and authorized as per the Board Resolution on behalf of the company.
- d. Tenant will make sure that no illegal activities take place in the premises. If any such activities happen, it will be the responsibility of the tenant.

12. Amendment to the lease:

If the need arises, any amendment to this lease can be made only by written annexure to this lease, duly signed by both parties.

Rawly
WSM

Legal Jurisdiction:

For any covenants not expressly stated in this agreement relevant provision of prevailing laws of the United Republic of Tanzania shall be applicable. This long term lease contract is subject to Tanzania Law.

Both the parties have read and understood the contents of this agreement.

Once signed by both parties below, this lease shall be legal and binding contract on both parties.

On Behalf of Landlord,

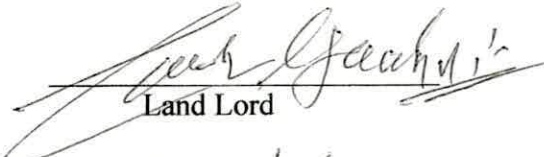
On Behalf of the Tenant


Signed by:

Signed by:

Mr. LABH JESANG GADHVI

Mr. RAJIVA MAHESHWARI


Land Lord


Director Tanzania Shamba Limited

Dated: 21/06/2013

Dated: 21-06-2013

Witnessed for Landlord by:

Witnessed for Tenant by:

Mr. BIRJU LABH GADHVI
PO Box. 66 Dar Es Salaam

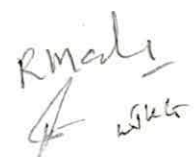
Mr. BHARAT P. BADIANI
PO Box. Dar Es Salaam





Dated: 21/06/2013

Dated: 21/06/2013


R.Madhi
21/06/13

**Annexure 1, dated 22nd June, 2013 to the long term lease agreement
dated 21st June 2013, between Mr. Labh Jesang Gadhvi & Tanzania Shamba Limited**

Further to the lease dated 21st June 2013 between Mr. Labh Jesang Gadhvi & Tanzania Shamba Limited, the following will also make an integral part of the lease agreement.

The landlord will undertake the following and will complete mostly by 31st July, 2013:

1. Will repair the two existing office blocks in the premises by changing / repairing the roofs so that water may not destroy the false ceiling and other things.
2. Changing the floor of the office kitchen and at all other places where it is broken.
3. To repair the 40' container roof and false ceiling so that it may not become use less.
4. To add/ repair all doors, windows, AC,s, fans, lights and switches wherever required.
5. Will get the sewage tanks cleaned and also repair the sewage pipelines.
6. Will get all the water tanks cleaned and repaired and will get water supply lines and taps repaired / replaced as required.
7. Will change the roof of the existing warehouse of approximately 170 square meters, as the roof is heavily damaged.
8. Will get the general cleaning done of all areas inside and outside all the buildings, warehouse and of open yard including removal of complete grass.
9. Will get the ramp remade and gate adjusted accordingly at the main entrance, so that rain water from outside road cannot enter inside the premises.
10. Will pay all water and electricity bills upto 31st July 2013.
11. The Land lord will hand over a copy of the Title Deed, Water and Electricity connection details along with the latest bill copy for both to the tenant.

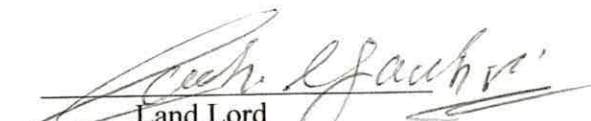
The Tenant further agrees the following:

After the expiry of the 10 years lease period or if the Tenant terminates the lease, all permanent structures built by the tenant at their cost and expense onto the premises like weighbridge, warehouses, raised walls and allied additions will become the property of the landlord with no compensation or payment of any sort demanded from the landlord by the tenant.

The tenant will hand over the keys of all these permanent structures along with the main keys of the premises to the landlord at the same time.

Both the parties have read and understood the contents of this annexure 1.


On Behalf of Landlord,
Signed by:
Mr. LABH JESANG GADHVI


Land Lord
Dated: 22/06/2013


Witnessed for Landlord by:
Mr. BIRJU LABH GADHVI
PO Box. 66 Dar Es Salaam


Dated: 22/6/2013

On Behalf of the Tenant
Signed by:
Mr. RAJIVA MAHESHWARI


Director Tanzania Shamba Limited
Dated: 22-06-2013

Witnessed for Tenant by:
Mr. BHARAT P. BADIANI
PO Box. Dar Es Salaam


Dated: 22/06/2013


RMd
22/6/13

THE UNITED REPUBLIC OF TANZANIA

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

INDISIN TANZANIA LIMITED

Incorporated this day of 2007

Drawn by:
Mr. Kishan Gopal Maheshwari
Subscriber
P. O. Box: 500
Dar es Salaam

THE COMPANIES ACT
2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
INDISIN TANZANIA LIMITED

Stamp Duty No. 2800/ = 11/10/07
Receipt No. 29993784
Asst. Registrar

TANZANIA
Stamp Duty No. 5000/ =
PAID ON OCT 11/10/07
Receipt No. 29993784
Stamp Duty

1. The Name of the Company is "INDISIN TANZANIA LIMITED"
2. The Registered office of the company will be situated in the United Republic of Tanzania
3. The objects for which the company is formed are:
 - a) To acquire and/or carry on the business of construction, development, refurbishment, buying, selling, renting and/or leasing of real estates, properties, assets of all types, movable or immovable, or any such venture carried on by other persons or by the company.
 - b) To carry on business of agency for selling, buying, renting, leasing of premises and of real estate developers, investors and to act as promoters, designers, planners, builders, constructors, renovators, owners, agents of renters, buyers, sellers, lessor and lessees of residential houses, public houses, office blocks and buildings, apartments, housing estates, shopping malls, arcades, entertainment houses, leisure centres, leisure parks, factories, industrial buildings, warehouses, depots, godowns and commercial properties of all types and descriptions.
 - c) To carry on the business or businesses of proprietors, managers, agents, lessor, lessees of hotels, restaurants, cafes, bars, billiard rooms, refreshment rooms, lodging houses, residential properties, game lodges, safari resorts, tourist resorts and all types of properties in any part of the world.
 - d) To carry on the business of manufacturing, processing and converting, leasing, buying and selling all types of marine vessels, boats, yachts, tractors, trailers, all types of light and heavy duty commercial vehicles, two-wheeler and three-wheeler vehicles.
 - e) To carry on the business of manufacturers, processors, engineers and fabricators, buyers and sellers of all kinds of building materials and goods used in the construction and refurbishments of buildings of all types and descriptions.
 - f) To carry on the business of textile and garments producers, processors, finishers, manufacturers of finished textile and fabrics and products of all types and descriptions.

- g) To carry on the business of paper and pulp manufacturer, paper converter, printers, publishers, manufacturers of stationeries, educational products and suppliers of same in any part of the world.
- h) To buy import manufacture sell, export and deal in wholesale and retail in all kinds of electrical goods, electronic goods and accessories of all kinds: spare parts, tools and repairs thereof: to buy sell import and/ or export repair convert alter let on hire and deal in materials commodities goods articles and services, directly or indirectly related on the business of the company.
- i) To carry on the business of general merchants, general storekeepers, universal providers, importers, exporters of all types of industrial raw materials, hardware, ironmongery sundries machinery spares and tools and accessories as may be convenient for carrying on any of the business specified herein.
- j) To carry on the businesses of transporters, conveyors, handlers of goods of all types and descriptions and to act as clearing and forwarding agents, insurance agents, warehousing agents and further to act as surveyors, loss adjusters, cargo representatives, cartage and haulage contractors, garage proprietors, owners and charterers of all types of vessels including those of surface, marine or air transportation and to provide all services ancilliary to the business of the company.
- k) To act as financiers, financial intermediaries and agents for other financial institutions and financial services providers with the object of providing all types of financial loans, facilities, products and services to clients in trade, industry and services of all kinds.
- l) To carry on the business, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.
- m) To establish depots and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company.
- n) To carry on the business of manufacturers of goods and products of all types and descriptions in any part of the world.
- o) To import produce manufacture or otherwise deal in food and food products, meat groceries, fruits, confectionery and beverages.
- p) To carry on the business of launders, cleaners, and to carry on the business of repairing all articles sent for cleaning.
- q) To carry on the business of caterers and manufacturers of and dealing in bread, flour, biscuits, sweets confectionery and all other goods, butchery, butter sellers, milk seller's ice and ice cream merchants.
- r) To own, manage, work and turn into account any quarry, mine, site with the object of extracting any material and process the same into further products for commercial purposes in any part of the world.
- s) To transact agency business of all kinds and also to act as agents, indenters, representatives and distributors for any firm, company or corporations.
- t) To draw, accept and make endorse, discount and negotiate, bills of exchange and promissory notes and other negotiable instruments.




- u) To invest the moneys of the company not immediately required in such manner other than in the shares of the company as from time to time as may be determined.
- v) To acquire by subscription, purchase or otherwise and to accept and take, hold and sell, shares or stocks in any company, society or undertaking the objects of which shall either in whole or in part, be similar to those of the company, or such as may be likely to promote or advance the interest of this company.
- w) To carry on the business of mines and mining in all the branches and for that purpose to peg, purchase, take on lease, easements option, claims, lands, mines mining leases and effects supposed to contain precious or semi precious stones, valuable minerals and base minerals and metals and turn into account mines and mining rights and any undertaking connected therewith.
- x) To borrow or raise or secure the payment of money bank overdraft by mortgage or by the issue of debenture stock, perpetual or otherwise or in such other manner as the company's.
- y) To carry on the business of agriculture/Industrial, dealing in agriculture or forestry products, processing, farming breeding, breeding of crocodiles, poultry farming, diary farming, keeping ranches, live stock of all kinds.
- z) To carry on the business of fishing, marine products, to export fish and marine products, to buy and sell fish and marine products, to purchase and take over as a going concern or otherwise all or any of the liabilities, assets, rights interests, undertaking and properties of or in anyway connected with business of fishing.
- aa) To carry on the business of bees keeping, honey production and bees wax production, to carry on with business of exporters of honey, bees wax and wax products, buying and selling honey and bees wax.
- bb) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the company
- cc) Generally to do all other things as may appear to be incidental or conducive to the attainment of the above objects.

4. The Liability of the Members is Limited.

5. The Share Capital of the company is Tanzanian Shillings Five Hundred Million (T.Shs 500,000,000/=) only divided into Five hundred (500) Ordinary Shares of Tanzanian Shillings One Million (T.Shs 1,000,000/=) each, with such rights, privileges and conditions attached thereto as may be from time to time be conferred by the regulations of the company with power to increase and reduce the capital of the company and divide the shares in the capital, as may be provided from time to time to the regulations of the company, into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights, privileges or conditions as may be provided from time to time by the regulations of the company.

Memorandum & Articles of Association
Of
INDISIN TANZANIA LIMITED

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

Name, Address and Description of the Subscriber	Number of Shares Taken by Subscribers	Signatures Of the Subscribers
Mr. Anuj Maheshwari, P. O. Box: 500, <u>Dar es Salaam.</u> (Businessman)	12	
Mr. Rajiva Maheshwari, P. O. Box: 500, <u>Dar es Salaam.</u> (Businessman)	12	
Mr. Kishan Gopal Maheshwari P. O. Box: 500, <u>Dar es Salaam</u> (Businessman)	1	


Witness to the above signatures:

Name: HAMZA BYARUSHENGO

Postal Address: 75444, DSALAAM

Qualification: ADVOCATE

Dated: the 10th day of OCTOBER, 2007


Signature



THE COMPANIES ACT
2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
INDISIN TANZANIA LIMITED

TANZANIA
Stamp Duty Shs 2500/= 11/10/07
Receipt No. 29998784

TANZANIA
Stamp Duty Shs 5000/= 11/10/07
Receipt No. 29998784

1. In these Articles:
"The Act" means the Companies Act 2002

"The seal" means the common seal of the company.

"The secretary" means any person appointed to perform the duties of the Secretary of the company. Expression referring to writing shall, unless the contrary, Intention appears, be construed as including references to the printing, lithograph, photocopy and other mode of representing or reproducing words in a visible form. Words importing person shall include companies, corporation, co-operative societies and the like.

Unless the context otherwise requires, words or expression contained in these Articles shall bear the same meaning as in the ordinance or any statutory modification thereof in force at the date at which these articles become binding upon the company.
2. The regulations contained in Table "A" in the first schedule to the companies act (hereinafter referred to as Table "A") shall apply to the company save in so far as they are excluded or raised by the clauses hereinafter contained.
3. The company is private company and accordingly.
 - a) The right to transfer is restricted in manner hereinafter prescribed.
 - b) The numbers of members of the company are in then (exclusive of persons who are in the employment of the company were while in such employment and have continued after the determination of such employment to be a members of the company) is limited to fifty provided that where two or more persons hold one or more share are treated as a single member.
 - c) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.
 - d) The company shall not have power to issue share warrants to bearer

SHARE CAPITAL AND SHARES

4. The Share capital of the company is Tanzanian Shillings Five Hundred Million (T.Shs 500,000,000/=) only divided into Five Hundred (500) ordinary shares of Tanzanian Shillings One Million (T.Shs 1,000,000/=) each.

5. The shares of the company shall be under the control of the board of directors and shall be subject to the provision in that behalf the act and the Memorandum of Association and without prejudice to any special rights previously conferred on the holders of existing shares or class of shares, may be issued with such preferred, deferred or order special rights, or such restriction, whether in regard to dividend, voting, return on capital or otherwise, as the company may from time to time by special resolution determine, and any preference shares may, with the sanction of the special resolution, be issued on the terms that it is, or at the option of the company is liable, to be redeemed.
6. If at any time share capital is divided into deferent classes of shares, the rights attached to any class (unless otherwise provided by the terms of the issue of the share of that class) may be varied with the consent in writing of the holders of three – forth ($\frac{3}{4}$) of the issued shares of that class or with the sanction of any extra ordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every separate general meeting the provision of these regulations relating to general meetings shall be minuted and will be applied.
7. Every person whose name is entered as a member in the register of members shall without payment, be entitled to a certificate under the seal of the company specifying the share of shares held by him or such body and the amount paid up thereon, provided that in respect of a share or shares held jointly by several person the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
8. The company shall be entitled to treat the person whose name appears upon the register in respect of any share or shares as the absolute owner thereof and shall not be under any obligation to recognise any trust or equity or equitable claim to partial interest in such share or shares whether or not it shall have express or other notice thereof.
9. If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee, if any, not exceeding ten thousand shillings, and on such terms, if any as to evidence and indemnity as the directors think fit.

LIEN

10. (a) The company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all moneys presently payable by him or his estate to the company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of the Article.
 - (b) The Lien hereby conferred shall attach to all shares registered in the name of the person indebted or under liability to the company, whether he be the sole registered holder or be one of the several joint holders.
 - (c) The company's lien, if any, on a share, shall extend to all the dividends payable thereon.
11. The company may sell, in such manner as the directors think fit, any shares which the company has lien, but no sale shall be made unless sum in respect of which the lien exist is presently payable, nor until the expiration of twenty-eight

days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exist as is presently payable, has been given to the registered holder for the time being of the shares, or the person entitled by reason of his death or bankruptcy to the shares.

12. For giving effects to any such sale the director may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share comprised in such transfer and he shall not be bound to see to the application of the purchase money, nor shall his/her title of the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
13. The proceed of the sale shall be applied in payments of such part of the count in respect of which the lien exists as is presently payable and residue shall be held (subject to a like lien for sums not presently payable as existed upon the prior to the sale) by the company on behalf of the person entitled to the share at the date of the sale.

CALLS ON SHARES

14. The directors may, subject to any conditions of attachment, from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of nominal value of the share or by the way of premium) provided that no call shall be payable at less than thirty days from the date appointed for the last call; and each member shall (subject to being given at least fourteen days notice specifying the time or times and place of payment) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the directors may determine.
15. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of eight percent per annum from the day appointed for the payment thereof to the date of the actual payment of that interest wholly or in part.
17. The provision of these regulation as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
18. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
19. The directors may, if they think fit they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him; as a payment in advance of calls which shall extinguish, so far as the same shall extend, the liability upon the share in respect of which it is advanced, and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate (not exceeding, without the sanction of the company in general meeting, six per cent), as may be agreed upon between the person paying the sum in advance and directors.

TRANSFER AND TRANSMISSION OF SHARES

20. Subject to the provision hereinafter contained the shares in the company shall be transferable by written instrument in the common form hereunder provided it is signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register in respect thereof.

"I _____ of _____ In consideration of the sum T. Shs _____ paid to me by _____ of _____ hereinafter called "the said transferee", do hereby transfer to the said transferee the share (or shares) numbered _____ in the undertaking called _____ to hold unto the said Transferee, subject to the several conditions on which I hold the same; and I, the said transferee do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the _____ day of _____ Year _____ witness to the signature of etc."

21. Save as is hereinafter provided, the directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already member of the company, and may also suspend the registration of transfer during the period of fourteen days immediately preceding the annual general meeting in each year. The directors may also decline to recognise any instrument of transfer unless: -
- (a) Fee not exceeding Two Hundred Thousand shillings is paid to the company in respect thereof, and
 - (b) The instrument of transfer is accompanied by the certificate of the Shares that it relates to and such other evidences as the directors may reasonably require showing the right of the transferor to make the transfer.
22. If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
23. The legal personal representative of a deceased holder of a share shall be the only person recognized by the company as having any title to the share and in case of a share registered in the names of two or more holders, the survivors or survivor or the legal person representative of the survivor, shall be the only person recognized by the company as having any title to the share.
24. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be properly required by the directors, have the right, either to be registered as a member in respect of the shares or instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made, but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy. Any person so becoming entitled to a share shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the company.

25. Save as in hereinafter provided, no shares in the company shall be transferred otherwise than to a person who is already a member of the company until the rights of pre-emption hereby conferred shall have been exhausted that is to say: -
- (a) Every member or other person referred to in article 23 who intends to transfer shares (hereinafter called "the vendor") shall give notice in writing to the board of his intention so to do. Such notice shall constitute the board as his agents for the sale of the said shares in one or more lots at the discretion of the board to members of the Company at a price to be agreed upon by the vendor and board or in default of agreement at a price which the auditor of the company for the time being shall certify by writing under his hand to be, in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.
 - (b) Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the company of the number and price of the shares to be sold and invite each of them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares.
 - (c) At the expiration of the said thirty days board shall allocate the said shares to the member or amongst the members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro rated according to the number of shares already held by them respectively PROVIDED THAT no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
 - (d) Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he makes default in so doing the chairman for the time being of the board of directors of the company or failing him one of the Directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be the duly appointed attorney of the vendor with full power to execute, complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the member and the board may receive and give a good discharge for the purchase moneys on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him
 - (e) In the event of the whole or any lot of shares offered through the Board as provided by this article not being sold in the manner by that article provided, the vendor may any time within six calendar months after the expiration of the said period of thirty days after the date of the notice given by the board to the members, transfer the shares not so sold to any person (subject to the provisions of Companies Act 2002 and at any price).

FORFEITURE OF SHARES

26. If a member fails to pay any call or instalment of the call on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part such of call or Instalment as is unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
27. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before time appointed the share in respect of which the call was made will be liable to be forfeited.

28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any date thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect; and such forfeiture shall extend to any share so forfeited not actually paid at the said notice.
29. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be revoked on such terms as the director think fit.
30. A statutory declaration in writing that the declaring is a Director of the Company, and that a share in the company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the fact the in stated as against all person claiming to be entitled to the share. The company may receive the consideration of any, given for the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or expropriation, sale or disposal of the share.
31. The provision of these article as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium as if the same had been payable by virtue of a call dully made and notified.

CONVERSION OF SHARES INTO STOCK

32. The company may be ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.
33. The holders of stock may transfer the same, regulation as and subject which, the shares from which the stock arose might be previously to conversion have been transferred, or as near thereto as circumstance admit; but the directors may from time to time fix time minimum account of stock transferable, and restrict or forbid the transfer of fraction of the minimum but the minimum shall not exceed the normal amount of the shares from which the stock arose.
34. The holder of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at a meeting of the company and other matter as if they held the shares from which the stock arose, but no such privilege.
35. Such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words " share " and " share-holder " therein shall include " stock " and " stock-holder '.

ALTERATION OF CAPITAL

36. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall before issued, be offered to such person as at the date of the offer are entitled as the circumstance admit, to the amount of existing shares to which they are entitled. The offer shall be made by notice specifying the number of share a offered, and limiting a time within which the offer if not accepted, will be deemed to be declined, and after the expiration of that time or on receipt of an information from the person to whom the offer is made that he declines to accept the shares offered, the directors may likewise so dispose of

any new shares which (by reason of the ratio which the new shares bear to shares held by person entitled to an offer of new shares) cannot, in the opinion of the directors be conveniently offered under this article.

37. The new shares shall be subject to the same provision with reference to the payment of the calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share in the original share capital.
38. The company may by ordinary resolution: -
- a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - b) Sub- divide its existing shares, or any of them into shares of smaller amount than is fixed by the memorandum of association subject nevertheless, to the provision of section 5(1) (d) of the ordinary and.
 - c) Cancel any shares, which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

GENERAL MEETINGS

39. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceeding general meeting) and place as may be determined by the directors. In default of general meeting so held, a general meeting may be convened by any one member in the same manner as nearly as possible as that in which meeting are to be convened by the Directors.
40. All General meetings other than the annual general meeting shall be called extra ordinary general meetings.
41. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisitions, as provided by Companies Act 2002.

NOTICE OF GENERAL MEETINGS

42. Subject to the provision of Companies Act 2002 to special solutions, twenty- one days notice at the on which the practise is served or deemed to be served, but inclusive of the day for which notice (given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be described by the company in general meeting, to such persons as are, under the regulation of the company, entitled to receive such notice from the company; there with the consent of all the members, entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
43. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.

PROCEEDING AT GENERAL MEETINGS

44. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at the annual general meeting, with an exception of sanctioning of dividend, the consideration of the accounts, balance sheet and ordinary report of the directors and auditors, the election of directors and other

officers in place of those who are retiring by rotation, and the appointment and fixing of remuneration of the auditors.

45. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to businesses save as herein provided otherwise two members present in person or by proxy shall be a quorum.
46. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of a member or members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
47. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company.
48. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairman, the directors present shall elect one of their member to be the chairman of the meeting, or if no directors be present, or if none of the directors present is willing to act as chairman, the members present shall choose one of their member to be the chairman of the meeting.
49. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more a notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
50. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded (before or on the declaration of the show of hands) by at least one member who is present in person or by proxy entitled to vote, if such member, or members, together hold not less than fifteen per cent (15%) of the issued shares of the company, and unless a poll has been so demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost an entry to that effect made in minutes shall be conclusive evidence of the fact. The demand for a poll may be withdrawn.
51. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be resolution of the meeting at which the poll was deemed.
52. In case of an equality of vote whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second vote.
53. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman directs.
54. An ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all Directors or a sole Director and of members of the company holding in the aggregate three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

VOTE OF MEMBERS

55. On a show of hands every member present in person shall have to vote. On a poll every member shall have one vote for each share of which he is the holder. On a poll votes may be given either personally or by proxy.
56. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holder(s), and for the purpose seniority shall be determined by the order in which the names stands in the register of members.
57. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on show of hands or on poll, by his committee, legal guardian, or other person in the nature of a committee, or legal guardian, appointed by the court, and any such committee, legal guardian, or other person may, on poll, vote by proxy.
58. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of his shares in the company have been paid.
59. On a poll votes may be given either personally or by proxy. Provided that no company shall vote by proxy as long as resolution of its Directors in accordance with the provision of Companies Act 2002.
60. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorised. A proxy need not be a member of the company.
61. The instrument appointing a proxy and the power of attorney or other authority. If any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company not less than four-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposed to vote, and in default the instrument or proxy shall not be treated as valid.
62. An instrument appointing a proxy may be in the following form, or in any other form, which the Directors shall approve.

INDISIN TANZANIA LIMITED

I _____ of _____
being a member of **Indisin Tanzania Limited** do hereby appoint Mr/Mrs/Ms/Dr.
_____ of P. O. Box _____ as my proxy to vote for me
and on my behalf at the Annual/Extra Ordinary General Meeting of the Company to
be held on the ____ day of _____ Year _____ and at any adjournment(s)
there of.

Signed this ____ day of _____ Year _____

Signature of the Member

63. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

CORPORATION ACTING BY REPRESENTATIVES AT THE MEETINGS

64. Any corporation that is a member of the company may by resolution of its Directors or other government body authorises such person as I think fit to act as its representative at any meeting of the company or of any class of member of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

DIRECTORS

65. The First Directors shall be appointed in writing by the subscriber of the Memorandum of Association. Unless and until otherwise determined by the company by ordinary resolution the director shall not be less than two and not more that six. The first Directors of the company shall be the following.

- (a) Mr. Anuj Maheshwari
- (b) Mr. Rajiva Maheshwari
- (c) Mr. Kishan Gopal Maheshwari

66. The company may by extraordinary resolution remove any Director and may by ordinary resolution appoint another person in his stead. The company may fill up any vacancy occurring in the Board of Directors by an ordinary resolution.

- (a) The remuneration of the directors shall from time to time be determined by the company in General Meeting.
- (b) In addition to their usual remuneration the directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the exercise of duties, including any such expenses incurred in connection with their attendance at the meetings of directors.

DIRECTORS' APPOINTMENTS AND INTERESTS

67. Any director may at any time appoint any person approved by the directors to be an alternate director of the company, and may at any time remove any alternate director so appointed by him from office and, subject to such approval as aforesaid, appoint another person in his place. An alternate director shall (subject to his giving to the company as address within Tanzania at which notice may be served on him) be entitled to receive notice of all meeting of the directors, and to attend and vote as a director any meeting at which the director appointing him is not personally present, and generally to perform all the function of his appointer as the director in the absence of such appointer. An alternate director shall ipso facto cease to be a director if his appointee ceases for any reason to be a director. All appointments and removals of alternate directors shall be effected by notice in writing under the hand of the director making or revoking such appointment send to or left at the registered office. An alternate director shall be an officer of the company and shall alone be responsible to the company for his own acts and defaults and he shall not be deemed to be agent of or for the director appointing him.
68. The remuneration of any such alternate director shall be payable to the director appointing him, and shall consist of such part (if any) of the last mentioned remuneration as shall be agrees between the alternate director and the director appointing him.

69. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the company, and at any separate meeting of the holder of any class of shares in the company.
70. A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted and may consist of several documents in the like form each signed by one or more of the directors but so that the expression "directors" in this Article shall not include the alternate director other than the alternate director appointed by a director who at the date of the resolution is absent from Tanzania.
71. Provided a director declared his interest therein in manner provided by the ordinance he may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted in the quorum when any such contract or arrangement is under consideration.
72. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking property, uncalled capital, or any part thereof, and to issue debenture stock and other securities whether outright or as security for any debt liability or obligation of the company or of any third party.

POWER AND DUTIES OF DIRECTORS

73. The business of the company shall be managed by the directors who may pay all expenses incurred in setting up and registering the company, and may exercise all such power of the company, as are not, by the ordinance, or by these Articles required to be exercised by the company in general meeting subject, nevertheless, to any regulation of the Articles, to the provision of the ordinance, and to such regulation, being not inconsistent with the aforesaid regulation or provision, as may be prescribed the company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
74. The Directors may from time to time appoint one or more of their body to the office of managing Directors or may appoint any person or body corporate to manage the company for such term and at such remuneration (whether by way of salary or commission, or particular in profits, or partly in one way and a partly in another) as they may think fit. In the case of the appointment of a managing Director such appointment shall be subject to determination ipso facto if he ceases from any cause to be a director.
75. The Directors shall cause minutes to be made in books provided for the purpose: -
- (a) Of all appointments of officers made by the directors:
 - (b) Of all names of the directors presents at each meeting of the directors and of any committee of the directors:
 - (c) Of all resolution and proceeding at all meetings of the company, and of the directors and of committees of directors.

And every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose.

THE SEAL

76. The Board shall provide for the safe custody of the seal. Only the authority of the board shall use the seal and every instrument to which the seal shall be affixed shall be signed by director and also by the secretary or by a second director or by some other person appointed by the Board for the purpose.

DISQUALIFICATION OF DIRECTORS

77. The office of director shall be vacated, if the director: -
- (a) Without consent of the company on general meeting holds any other office of profit under the company except that of the managing Director or Manager; or
 - (b) Become bankrupt in this territory or in any other which is declared to be a reciprocating territory under Companies Act 2002
 - (c) Become prohibited from being a director by reason of any made under the Act or
 - (d) Is found lunatic or become of unsound mind; or
 - (e) Resigns his office by notice in writing to the company' or
 - (f) If punished with imprisonment for a term exceeding six month without the option of fine

PROCEEDINGS OF DIRECTIONS

78. The directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they as they think fit. Question arising at any meeting shall be a majority of votes. In case of an equality of vote the Chairman shall have a second or casting vote. A Director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
79. The directors may fix the quorum necessary for the transaction of the business of the directors, and unless so fixed shall be three.
80. The continuing directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to the regulation of the company as the necessary quorum of directors, the continuing directors may act for the purpose of summoning a general meeting of the company of the meeting.
81. The directors may elect a chairman of their meeting and determine the period for which he is to hold office, but if no such chairman is selected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, directors present may choose one of their number of be chairman of the meeting.
82. The directors may delegate any of their power to committees consisting of such member or members of their body as they think fit' any committee so formed shall in the exercise of the power so delegated conform to any regulation that may be imposed on it by the directors.
83. A committee may meet a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the member present may choose one of their number to be chairman of the meeting.

84. A committee may meet and adjourn, as it thinks proper. Question arising at any meeting shall be determined by a majority of votes of the member present and in case of an equality of votes the chairman shall have a second or casting vote.
85. All acts done by any meeting of the directors or of a committee of directors, or by and person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

SECRETARY

86. The Board of Directors shall appoint the secretary for such term, at such remuneration and upon such condition as they may think fit and they may remove any secretary so appointed.
87. No person shall be appointed to hold office as secretary who is: -
- (a) The sole director of the company; or
 - (b) A corporation the sole director of which is the sole director of the company; or
 - (c) The sole director of a corporation which is sole director of the company.
88. A provision of the Act 2002 or these regulations requiring or authorising a thing to be done by or to a director or secretary shall not be satisfied by its being done by or to the same person acting as director and as or in place of the secretary.

DIVIDENDS AND RESERVES

89. The company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the directors.
90. The directors may from time to time pay to the member such interim dividends as appear to the directors to be justified by profit of the company.
91. No dividend shall be paid otherwise than out of profits.
92. Subject to the rights of person, if any entitled to shares with special rights as to dividends shall be declared and paid according to the amount paid on the shares, but if and so long as nothing is paid up on any of the said shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purpose of this Article as paid on the share.
93. The Directors may, before recommending and dividends, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investment (Other than shares in the company) as the directors may from time to time think fit.
94. If several persons are registered as joint holders of any shares, one of them may give effectual receipts for any dividend or other moneys payable on in respect of the share.

95. Any dividend may be paid by check or warrant sent through the post to the registered address of the member or person entitled thereto or on the case of joint holders to any one of such joint holders at his registered address or to such person and such address or entitled address or to such be direct. Every such check or warrant shall be made payable to the order of the person to whom it is sent or to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holder as the case may be may fit.
96. No dividends shall bear interest against the company.

ACCOUNTS

97. The directors shall cause proper books of accounts to be kept with respect of: -
- (a) All sums of money received and expended by the company and the matters in respect of which the receipt and expenditure take place;
 - (b) All sales and purchases of goods by the company
 - (c) The assets and liabilities of the company
98. The books of accounts shall be kept at the registered office of the company or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
99. The directors shall from time to time determine whether and to what extent and at what time and placed and under what condition or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a directors) shall have ant right of inspecting any account or book or document of the company except as conferred by statute or authorised by the directors or by the company in general meeting.
100. The directors shall from time to time in accordance with act 2002, cause to be prepared and to be laid before the company in general meeting such profit and loss and balance sheets and reports as are referred to in that section.
101. The profit and loss account shall show, arranged under the most convenient head, and amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only aportion of such expenditure is charged against the income of the year.
102. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the company in general meeting together with a copy of a Auditor's report shall into be less than seven days before the date of the meeting be sent to all persons entitled to receive notices of general meeting of the company.

AUDIT

103. Auditors shall be appointed and their duties regulated in accordance with the Companies Act 2002.

NOTICES

104. A notices may be given by the company to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address

within the Territory) to the, if any within the Territory supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the time at which the letter would be delivered in the ordinary course of post.

105. If a member has no registered address within the territory and has not supplied to the company an address for the giving of notice to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the company shall be deemed to have been duly given to him at noon on the day on which the advertisement appears.
106. A notice may be given by the company to the joint holders of share by giving the notice to the joint holder named first in the register if member in respect of the share.
107. A notice may be given by the company to the person entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by any like description, at the address, if any within the territory supplied for the purpose by the person claiming to be entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
108. Notice of every general meeting shall be given in some manner herein before authorised to: -
- (a) Every member except those who (having no registered address within the territory) have not supplied to the company an address within the territory for the giving of notice to them and to;
 - (b) Every person entitled to a share in consequence of the death or bankruptcy of a member, who but for his death or bankruptcy would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of general meetings.

CAPITALIZATION OF PROFITS

109. The company in general meeting may upon the unanimous recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit or loss account or otherwise available for distribution amongst the member who would have been entitled thereto if distribution by way of dividend and in the same proportions in condition that the same be not paid in cash but applied either in share by such member respectively, or paying up in full unissued shares or debentures of the company to be allotted any distributed credited as fully paid up to and amongst such member in the proportion aforesaid, or partly into the one way or partly in the other, and the directors, shall give effect to such resolution.
110. Whenever such resolution as aforesaid shall have been passed the directors shall make all appropriations and application of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do acts and things required to give effect thereto, with full powers to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fraction and also to authorise any person to enter on behalf of all the member entitled there to into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts of any part of the amount remaining unpaid

on their existing shares, and agreement made under such authority shall be effective and binding on all such members.

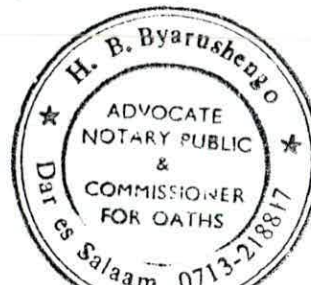
111. If the company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the companies ordinance, if any, and having due regard to the respective rights of the holders of different classes of shares to which special rights are attached, divide amongst the member in specie or kind the whole or any part of the assets of the company and may for such purpose set such values he deemed fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may with like sanction vest the whole or any part of such assets upon such trusts for the benefit of the contributors as liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any share or other securities whereon there is ant liability.

112. Subject to the provision of the Companies Act 2002, every director or other officer and auditors of the company shall be indemnified out of the company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto unless the same occur through his own dishonest, negligence, default, criminal or breach of trust wherein the Director or officer shall be personally liable.

Name, Address and Description of the Subscribers	Number of Shares Taken by Subscribers	Signatures Of the Subscribers
Mr. Anuj Maheshwari, P. O. Box: 500, <u>Dar es Salaam.</u> (Businessman)	12	<i>Anuj Mah</i>
Mr. Rajiva Maheshwari, P. O. Box: 500, <u>Dar es Salaam.</u> (Businessman)	12	<i>Rajiva Maheshwari</i>
Mr. Kishan Gopal Maheshwari P. O. Box: 500, <u>Dar es Salaam.</u> (Businessman)	1	<i>Kishan</i>

Witness to the above signatures:

Name: HAMZA BYARUSHENGO
Postal Address: 75444, D'SALAAM
Qualification: ADVOCATE
Dated: the 10th day of OCTOBER, 2007
[Signature]
Signature





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

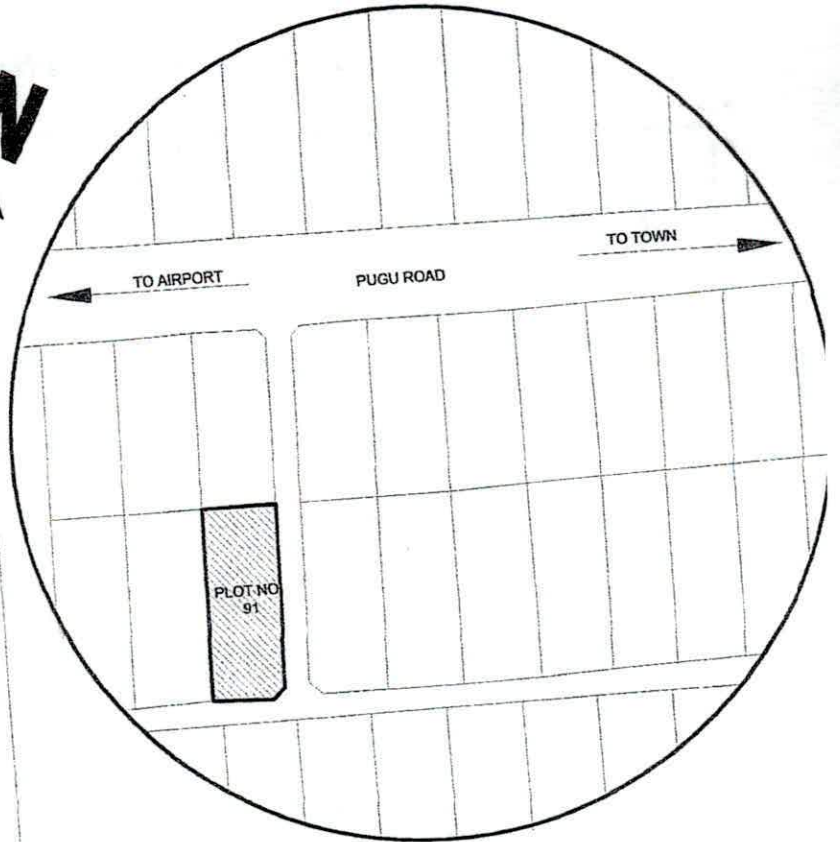
FOR

CERTIFICATE OF INCENTIVES

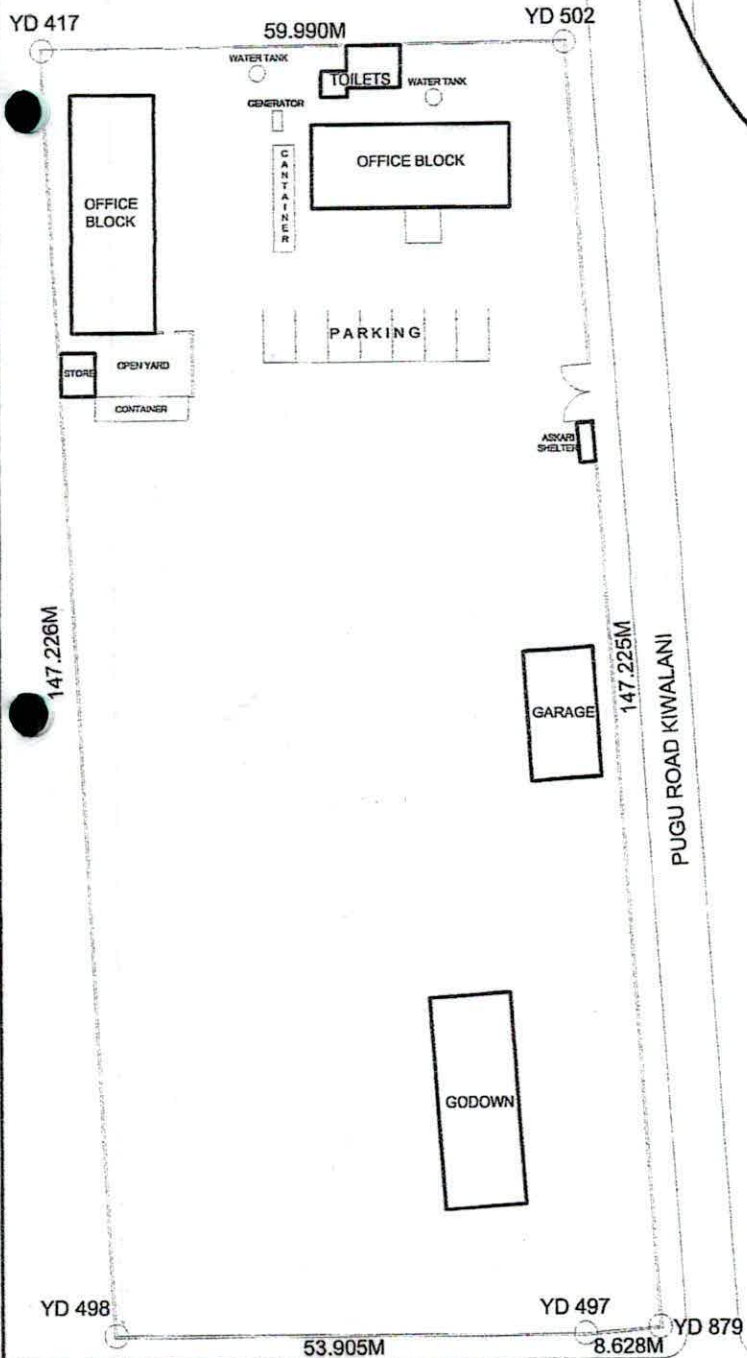
(Tanzania Investment Act 1997, Section 17 and 18,
and the Investment Regulations:
Regulation 42, Government Notice No. 318A of 2002)

Tanzania Investment Centre
9A & B Shaaban Robert Street
P. O. Box 938
DAR ES SALAAM
Tel. 022 2116328
Fax. 022 2118253
e-mail: information@tic.co.tz
Website: www.tic.co.tz

(Please fill the form in duplicate)



LOCATION PLAN



SITE PLAN

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT

(No. 26 of 1997)

APPLICATION FOR REGISTRATION

(Made under Regulation 42)

To: The Executive Director
Tanzania Investment Centre
P. O. Box 938
DAR ES SALAAM
Tanzania

1. I/We RAJIVA MAHESHWARI
(director/directors/agent of TANZANIA SHAMBA LIMITED
(name of business enterprise) apply for registration of

under Section 17 of the Act and Part IV of the Investment Regulations, 2002.

2. The registered office of the company will be situated at 101, Elia Complex
16/1 Zanaki Street, DAR ES SALAAM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
- (ii) Certificate of Incorporation/Registration
- (iii) A copy of the Project Profile or Feasibility Study showing the **implementation period**, programme of implementation and operative date
- (iv) Evidence of financing and evidence of land ownership for the project

3. The Head Office of the Company will be situated at 101, Elia Complex Dar es Salaam

4. The Principal Officers of the Company are ① RAJIVA MAHESHWARI MANAGING DIRECTOR

② ANUS MAHESHWARI DIRECTOR

③ AMIT KUMAR SAINI DIRECTOR

5. Auditors of the Company are M. A. HASSAM & CO

P.O. Box No. 20719 DAR ES SALAAM

6. The authorized share capital of the Company is Tshs./US\$ 500,000,000/-

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 1,250,000 [1.25 million U.S.\$]
8. The month and day of the financial year end is 31st December

Note: **failure to provide all the required information will result in the return of the application by the Centre.**

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$

..... 100 Being the Registration Fees. **In the event this application is unsuccessful we understand that this fee will not be refunded.**

I, RAJIVA MAHESHWARI of Post Office Number 21486

..... do solemnly and sincerely declare that I am a director/duly

authorized agent of Tanzania Shamba Limited


AND that all the requirements of the Tanzania Investment Act, 1997 in respect of matters precedent to the registration of the business enterprise under the Act and incidental thereto have been complied with, **AND I** make this solemn declaration conscientiously believing the same to be true.



Declared at Dar es Salaam }
..... }

The 19th day of June 2013 }

Rajiva Maheshwari
Applicant

Before me:


.....
Commissioner for Oaths


.....
June, 2013


APPLICATION SUMMARY

Company Name: TANZANIA SHAMBA LIMITED

Certificate of Incorporation Number: 62544 Status: NEW

Certificate of Incorporation Date: 21-01-2013

Post Box: 21486

Town: DAR ES SALAAM

Sector: MANUFACTURING Sub-Sector: AGRO-PROCESSING

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
USD 1,250,000	—	—	—

Project Objectives: To Establish manufacturing and processing facilities for various agricultural products for exports

Capacity: 15000 MT/Annun

Employment: Foreign: 5 Local: 35 Total: 40

Implementation Period: 3 years

Project Location

Site/Plot/Block No.: 91, Kipawa Industrial Area, Nyerere Road DAR ES SALAAM

Street: District: Region:
(Attach sketch map showing project location)

Shareholders	Nationality	%
Rajiva Maheshwari	Singapore	48
Anuj Maheshwari	Indian	48 [singapore PR]
Amit Kumar Saini	Indian	4
.....
.....

Investment Breakdown **US\$/Tshs.M**

Land/Building 300,000.
Plant 430,000.
Vehicles 200,000.
Furniture & Fittings 20,000.
Pre-expenses -
Others
Working Capital 300,000.
TOTAL 1,250,000.

Contact Details:

Name:	... RASIVA MAHESHWARI	Title:	... MANAGING DIRECTOR
Telephone:	... 0773043592 0778254290	Fax:	... +65 63335060
Email:	... RM.SINGAPORE@GMAIL.COM AMITSAINI804@GMAIL.COM		

Payments to be made payable to:

TANZANIA INVESTMENT CENTRE
STANDARD CHARTERED BANK TANZANIA LTD.
SWIFT ADDRESS: SCBLTZTX
ACCOUNT NO.: 8702006002000

TANZANIA SHAMBA LIMITED

FEASIBILITY STUDY

FOR

ESTABLISHMENT

OF

AGRO-PROCESSING FACILITIES

JUNE 2013

TANZANIA SHAMBA LIMITED

FEASIBILITY STUDY

FOR

ESTABLISHMENT

OF

AGRO-PROCESSING FACILITIES

JUNE 2013

EXECUTIVE SUMMARY

1.1. INTRODUCTION

This report has been prepared for M/S TANZANIA SHAMBA LIMITED a locally registered under company law 2012 on 21st January 2013. The project intends to engage in the business of processing facilities for various agricultural products for exports.

M/S TANZANIA SHAMBA LIMITED Authorized share capital is Tshs. 500,000,000. The shareholding pattern of the shareholders is indicated in the table below.

S.No.	Name of Shareholder	Nationality	% Holding
1.	Rajiva Maheshwari	Singapore	48
2.	Anuj Mahashwari	Indian	48
3.	Amit Kumar saini	Indian	4

1.2 THE PROJECT

M/S TANZANIA SHAMBA LIMITED has now embarked on an establishment of various Agriculture processing facilities. The crux is to exploit the rich experience gathered and, keeping in view the current market trends in the grain milling.

M/S TANZANIA SHAMBA LIMITED has decided to install its plant and adopt the best technology available. The aim of the promoters is to attain a benchmark level of accuracy and efficiency in processing of various agriculture products. The project intends to process various products such as green mung beans, pigeon peas, yellow gram, sesame seeds, sunflower oil, sunflower DOC, Cashew nuts and Peanut Kernels milling of grains to obtain products.

The processing capacity envisaged for this project is to the tune of 15,000MT per Annum. Starting with a capacity utilization of 65% in the first year the overall production will stabilize at 85% from the fifth year of operations. The project

cost has been estimated at USD 1,250,000. Plant and Machinery cost is to the tune of USD 430,000.

The promoter has the required technical and marketing strength to see through the project and make it a success story. The only requirement is availability of adequate timely funds.

1.3 THE MARKET

Tanzania offers a huge market potential for the product envisaged by this Agro-processing project. M/S TANZANIA SHAMBA LIMITED has been exposed to the AGRO-PROCESSING industry for a number of years and through research hence knows about the way the industry behaves. . All this production has easily been absorbed by the increase in demand.

1.4 ESTIMATED FINANCIAL AND DEVELOPMENT BENEFITS

1.4.1 INVESTMENT COST

The project envisages an investment of USD 1.250 million. This will be needed to purchase raw material, packing material and for meeting the day-to-day expenses of the business till the inflow from debtors is commenced. The project will result into import of machineries and technology into the country.

1.4.2 EMPLOYMENT

The money spent will result into employment to various individuals within the country in direct as well as in indirect manner. During the implementation period it is expected that nearly 1000 local indirect employments will be generated and after completion of the project nearly 35 will secure permanent employment.

1.4.3 SOCIAL & ECONOMIC DEVELOPMENT

Apart from employment generation, the project shall also contribute towards the finances of local bodies by contributing towards, different levies like PAY. Skills and Development Levy City Service Levy. VAT and Corporate Tax.

The above mentioned are direct development benefits of the envisaged project. However, there will be considerable advantages coming out to the society out of

such project. It will lead to creation of demand in various other products and thereby support the consumer goods industry to develop within Tanzania. It will also provide impetus to better standard of living among the residents of the country and as such the project shall contribute positively to Nations economic development.

1.5 CONCLUSION

The conclusion, based on above brief is to go ahead as envisaged and establish the contemplated manufacturing facilities as early as possible. The immediate and long-term benefits of the project are quite attractive from everybody's angle.

- The entrepreneurs will earn profit, the laborers will get their share, the government will benefit out of the taxes and levies, the national economy will benefit out of increased supply, there will be saving of scarce foreign exchange as the output on this project will prove to be import substitute.
- Latest technology, technical, managerial and marketing expertise will come on this country. The project will also lead to so many other indirect benefits in terms of ancillary businesses and overall growth for demand of consumer product is leading to growth of those industries within Tanzania and thereby leading to overall growth of the economy.

On careful evaluation of such factor, it is a very obvious conclusion that the project is technically, commercially and financially feasible and viable. It is therefore recommended to consider this project, as feasible and all concerned authorities should accord all required support in completing the setting up of this project.

3.0 THE PROJECT CONCEPT

The project contemplates augmentation of the production capacity of Agro-processing facilities.

The Project envisages an installed production capacity of 15,000MT PER annum of various agriculture products. The capacity utilization has been worked out at 65% in years thereafter. It is expected that the capacity utilization of nearly 85% will be maintained thereafter.

Following factors have been deemed to be instrumental in conceiving of this project.

- a) The promoters are experienced business people with vast experience and international exposure. .
- b) Tanzania Agro processing market has huge potential and the demand supply gap is quite huge. Such situation ensures very less marketing efforts for quality products.
- c) Tanzania is perceived as one of most stable countries in the East African belt and therefore it has been thought more proper to expand the base in Tanzania rather than any other country in the African continent.
- d) The promoters are already in this business since several years. With an endeavor to be the best in the industry, use the most modern technology, automate the production and run business as efficiently as possible, the promoters have envisaged this project.

3.1 All machines will be imported and as per the estimates of the promoters .

3.2 To be on a safer side, the raw material inventory is estimated to be stocked for 120 days. In order to run the machineries, furnace oil, electricity, diesel, lubricants and machinery spares will be required and these are easily available locally, manpower except for technical expert is available locally.

3.3 The project envisages employment on a permanent basis for nearly 35 Tanzania once the capacity utilization touches 85%. Casual laborers will also be hired from time to time to meet the market demands.

3.4 FINANCING

The promoters of this project are in possession of satisfactorily knowledge. They have adequate liquidity to see through this project. .

3.5 DEMAND FOR AGRO-PROCESSING PRODUCTS

The demand for **Agro-Processing PRODUCTS** is so heavy that the output will be exported and some will be sold in Tanzania and neighbouring country and makes the distribution of goods an easy task. The company will sell the products through its existing fleet of transport trucks and other international vessels . The company will ensure proper stockyard within the factory premises, to keep adequate stocks of finished products.

3.6 BRIEF PROFILE OF THE PROMOTERS

The project is sponsored by TANZANIA SHAMBA LIMITED., and its three directors – shareholder. The major investors of the project are Singaporean based businessmen Mr. Rajiva Maheshwari and Mr. Anuj Maheshwari. They have vast experience in commodities and a reputation in overseas market as a reputable supplier for the same.

Mr Rajiva Maheshwari, an engineer, has worked in the capacity of chief executive Officer (CEO) of Modi steels, a renowned steel manufacturing group of companies. At the peak of his career, he put up his own company in international trading and has since explored this arena with unparalleled zest. Mr. Rajiva Maheshwari shall be 48% shareholder of the local entity. Mr. Anuj Maheshwari, MBA & Engineering educated in Singapore, USA and Spain. has been in business since last 7 years and actively involved in developing new and emerging markets. He has 48% shareholder of the local entity. Mr. Emit Kumar Saini, MBA from India. He shall be 4% Shareholder.

The promoters are quite capable of seeing through the project and can take up the responsibility of making the project another success story.

4.0 THE MARKET

The overall manufacturing Sector in Tanzania has shown a decent growth of 8.6% in 2011 compared to 8.0% in 2012. The contribution of Manufacturing Sector to GDP increased from 8.4% in 2011 to 8.7% in 2013. The industry estimates indicate that this share of manufacturing Sector in the GDP of the Nation is going to increase at faster rate in the years to come.

The increase in growth and contribution of the sector to GDP was contributed to the strengthening of manufacturing industries and increased the strengthening of manufacturing industries and increased production of goods particularly textiles, corrugated iron sheets and foodstuffs after rehabilitating representative industries. As stated in the executive summary there is tremendous demand within Tanzania for the products envisaged by the project.

The Agriculture produce in Tanzania is excellent quality M/S TANZANIA SHAMBA LIMITED is quite aware of such requirements and has geared up for required expertise.

There is considerable demand supply gap that is being filled up by imports of Agro-processing products the most fundamental requirement of human essence. The demand such as purchasing power of the consumer choice and proper marketing the company has made plans to establish authorized dealers in main cities of Tanzania and then make the products aggressively through there outlets.

The company will set up most effective channel for marketing the product and operate a product mix. Since Management has adequate exposure in their areas no major challenge is envisaged as far as marketing of agro-processing products is concerned. The challenge in front of this is to produce cost effectively and distribute the products effectively.

Apart from the fact that grains is one of the most fundamental requirements of human existence, the demand for AGRO-Processing is also influenced by other factors such as purchasing power of the consumers, choice and proper marketing. The company has made plans to establish authorized dealers and then market the products aggressively through these outlets.

The company will also be in a position to take advantage of the US Africa Growth and Opportunity Act (AGOA) and everything but Arms (EBA) Agreement between EU and ACP countries. The two instruments have removed quotas and other barriers for Tanzania to export Agro products to the US and European Union market.

5.0 PRODUCTION PROCESS AND TECHNOLOGY

The production of agro - processing products does not involve many technicalities. The whole process comprises of four steps. These are described in brief below: -

1. **Receiving:**

The raw material is sourced. The Raw Material is first received Products and is stocked at the factory by the receiving department. Once product, are brought to the factory it is dumped in the receiving pit. From there are sent to the separator through conveyors and elevators, where the raw material separated from the dirt. After the dirt is removed at the separators, the products are stored.

2. **Cleaning and Conditioning**

By the time the grains reach here the separator would have cleaned it once. At this stage stonnerators are used for fine cleaning and aspiration fans are used to suck the loose dirt.

3. **Processing**

Depending on the type of the product, the actual process of grinding, dreading, sieving and separation. These activities are repeatedly performed

till final product and the by-product are obtained. Once the processing is over is over, sifters are used to sieve and grade the ground stocks. Later pneumatic conveyors and elevators are used to transport the finished product to the packaging section.

4. **Packaging:**

As a result of the production process one gets products as the main products. Both these are sent to the sacking machine through conveyors, where they are packed. Packing activity is considered to be one of the most important activities. Any lethargy could result in adulteration and company might have to pay a huge price for it by way of wastage and liquidated damages.

6.0 **MANPOWER ESTIMATES**

The project will create permanent jobs for nearly 35 individuals. However during the setting-up stage the need for labour will be higher. The project will also provide labour to some casual employees on a seasonal basis. As a known fact, the economy of the country is one the up-rise and the population are increasing as well. Moreover, it seems apparent that the demand for milling products is going to increase steadily over the years.

The break-up expected for total employment of 35 Individuals including the expatriates is as under: -

Skilled	8
Semi-Skilled Staff	17
Un-Skilled Staff	<u>10</u>
	35
	==

Skilled staff will cater to the positions of ED. Production Manager, Marketing Manager, General Manager and Commercial Cum Financial Manager.

Semi-Skilled staff will consist of shift Supervisor, Fitters, Electrician, Laboratory Attendant, Technical Assistants, Stores Personnel, Finance and Accounts Assistant and Marketing Assistant.

Un-Skilled labour consists of screen room attendant, packers, dirt receiving helpers, etc.

7.0 PROJECT IMPLEMENTATION SCHEDULE

The project will take nearly 3 years to become fully commercially operational. Since the Promoters have adequate knowledge about the setting-up and running of such unit and also have established contacts with suppliers of the machines and technical experts who can assist in installation and commissioning of the plant, the implementation period had been worked out on tight.

8.0 INVESTMENT AND FINANCING

8.1 ASSUMPTIONS;

- Prices used are those prevailing in March 2013. Any price increase of inputs is expected to be compensated by a proportionate rise in the selling price.
- The project implementation period is 3 years.
- Projections have been assumed that the life of the project is nearly 10 years.
- The unit of account in all financial analysis is cost of Machines to be imported is inclusive of any technical support required for installation and commissioning up to the said machines.

8.2.1 ESTIMATED CAPITAL COST OF THE PROJECT

Table &: Total Cost of Project

S.No.	Item	USD
1.	Land and Building	300,000
2.	Plant and Machinery	430,000
3.	Vehicles	200,000
4.	Pre-operational & Contingency	-
5.	Initial Working Capital	300,000
6.	Furniture and Fitting	20,000
	TOTAL	1,250,000

8.2.2 FINANCING OF THE PROJECT

Table 8: Financing of Project

S.No.	Item	USD
01	Equity share Capital	1,250,000
TOTAL		1,250,000

9.0 MACHINERY & EQUIPMENTS

As far as plant and machinery is concerned, they will be imported from abroad. The total cost of all machineries and other ancillary equipment as listed hereunder will be to the tune of USD 1.250 m. The machinery will have an annual installed production capacity of 15,000 tons of various Products per annum. A detailed list of plant and machinery and supporting equipments required for the project is as under:-

Table: 9 List of Plant & Machinery (Including Ancillary Equipment)

S. No.	Name of the Machine
1.	Receiving
2.	Cleaning & Conditioning
3.	Milling
4.	Auxiliary
5.	Electrical Installation
6.	Electronic Flow Measure
7.	Cylinder Separator
8.	Double Purifier
9.	Other Fixture and Fittings
10.	Machinery Installation including Electrification
11.	Travel Fare, Hotel Stay & Miscellaneous Expenses Technicians.

In order to support large scale of operations, the company will need vehicles, which will consist of ten trucks (Special Grains Haulers), three 3.5 ton trucks, two Nissan Pick-Ups and one \$x\$ Car. The Aggregate cost of these vehicles is estimated to be about USD 0.200 million.

The Initial Working Capital has been estimated at USD 0.30 million and the components thereof are assumed as explained in this paragraph. Raw materials have been assumed at 90 days. Finished Goods at 7 days, Work-in Process of 4 days. Debtors have been estimated at 30 days. On the other hand, 120 days credit has been considered from creditors.

The entire capital cost of the project thus works out to USD 1.250million.

10 COST AND REVENUE ESTIMATES

10.1 ASSUMPTIONS:

- The project will have an effective life of 10 years
- The project will start its commercial operation from the end of December 2016
- The project will start its operations at 65% of capacity in the first year and increasing at a steady to attain 85% of the capacity utilization from the year 2010 onwards.
- All prices ruling during the month of December 2006 have been considered. It has been estimated that they will remain constant throughout the period of the project. It has been also assumed that any increase in prices of input will be compensated by proportionate increase in the selling price of the finished product.
- Supply of power, water, raw material and other inputs has been assumed to be available without any major interruptions.
- Availability of adequate skilled and semi-skilled labour in the country has been assumed.

10.2 COST ESTIMATES:

The basic raw material for this project is various agriculture products .Manpower cost has been actually worked out and production related labour cost has been taken according to the capacity utilization, whereas the administrative manpower cost has been taken on the basis of period.

10.3 REVENUE ESTAMATES

The project envisages production and sale of various agriculture products and a marginal contribution by sale of the by-products. There is a demand in the export and domestic market for the product and is envisaged to grow in the near future.

Table 10: Capacity Utilization & Production

Year	Annual Production including by-product (Tons)
Green Mung	USD810PMT
Peanuts	USD1020PMT
Pigeons Peas	USD700PMT
Sunflower Seeds	USD500PMT
Sunflower	USD300MT

11.1 PROJECTED PROFITABILITY STATEMENT

As can be seen from the appended projections of profitability for the project, the company estimated to make a healthy profit from the first year of operation.

Moreover the company is expected to generate cash from operations in the first year, which is quite encouraging. The estimates indicate that the company will not look back thereafter, and would earn considerable profits in the later years.

Assumed to be constant. It has been further assumed that any changes in the costs will be offsetted by equivalent increase in the selling price of the product.

It is worth noting that Cash Profits are generated from the very first year of operations and over the five years or projections made, the company will generate and aggregate Cash Profits of USD 3,987,512

11.2 PROJECTED CASHFLOW STATEMENT

The appended projected cash flow statement shows that the initial funding will be Equity Share Capital. The cash flow statement also reveals that over a period of five years the total inflow from operations will increase. Further the project generates enough balance to re-pay the loans in six year.

11.3 PROJECT WORKING CAPITAL ESTIMATES

Despite the fact that the manufacturing process is not very long, raw Material stock has been estimated at 90 days requirement, finished goods of 7 days and WIP of 4 days, with debtors, level estimated at 30 days.

the creditors are assumed at 120 days.

11.4 PROJECTED DEPRECIATION SCHEDULE

Depreciation has been taken as per the provisions of Income Tax Law. No depreciation for land has been assumed and. It has been estimated on Straight-line method.

Table 12: Rate of depreciation

S.NO.	Item	Depreciation Rate
1.	Land and Factory Shed	5.00%
2.	Plant & Machinery	12.50%
3.	Vehicles	25.00%

12. PROJECT DEVELOPMENT BENEFITS

- a) The project envisages an investment of USD 1.25 million. This investment will result into bringing in plant and machinery and will thus increase the productive capacity in the country. This will help the country in increasing the share of industrial output in its GDP, which is as of date very low.
- b) The project envisages employment of 35 permanent basis and equal number of casuals as per the requirement will be employed.
- c) The employment generation stated in point b) above will have cascading impact on the overall economy in a positive manner.

- d) Along with machines, there will be inflow of foreign technology. This will help the country in updating the State of the Art technology within the country.
- e) The project will also have an in-house training center and as such it will help the local community to improve upon their technical skills.

13. CONCUSION AND RECOMMENDEATION

The above study of the project reveals that the project is technically, commercially and economically feasible, viable and is desirable for country's economy. Since it still result into may social benefits like employment generation, related development in society, inflow of foreign exchange, inflow of foreign technology, strengthening of manufacturing base within the country, inflow of technical and managerial expertise, creation of many other ancillary industries and businesses etc the project is desirable socially also.

In light of anticipated financial, social and development benefits the project qualifies for positive recommendation for immediate implementation. Since the promoters are confident of arranging the required funds and of establishing the project within the committed time frame the conclusion is to recommend to all concerned authorities to accord utmost support to this project so as to enable the country to realize the benefits as perceived in this report.

TANZANIA SHAMBA LIMITED
INVESTMENT COST

	US \$		US \$
Land and Building	300,000	-	300,000
Plant and Machinery	430,000	-	430,000
Vehicle	200,000	-	200,000
Furniture and Fittings	20,000	-	20,000
Pre-Expenses		-	
Working Capital	300,000	-	300,000
	1,250,000		1,250,000

Tanzania shamba LIMITED
FINANCING PATTERN

USD

Equity share capital	1,250,000	1,250,000	
	-		
TOTAL	1,250,000	1,250,000	

**TANZANIA SHAMBA LIMITED
PROJECTED CASH FLOW**

USD

0	1	2	3	4	5	6	7	8	9	10
Cash Inflow Investment	1,250,000									
Profit Before Task		627,104	762,482	824,096	883,131	870,346	870,340	870,346	870,346	870,346
Depreciation		103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750
Total Cash Inflow	1,250,000	730,854	830,232	927,846	986,881	974,096	974,096	974,096	974,096	974,096
Cash Outflow Investment		730,854	830,232	927,846	986,881	974,096	974,096	974,096	974,096	780,000
Taxation		228,745	247,229	264,939	261,104	261,104	261,104	261,104	261,104	188,131
Working capacity		478,206	313,838	63,885	-	-	-	-	0	306,799
Total Outflow		494,930	706,951	561,067	3,288,824	211,104	261,104	261,104	261,104	730,00
Net cash flow		235,924	123,281	366,779	658,057	762,992	712,992	712,992	712,992	-

PROJECTED PROFITABILITY STATEMENTS

USD

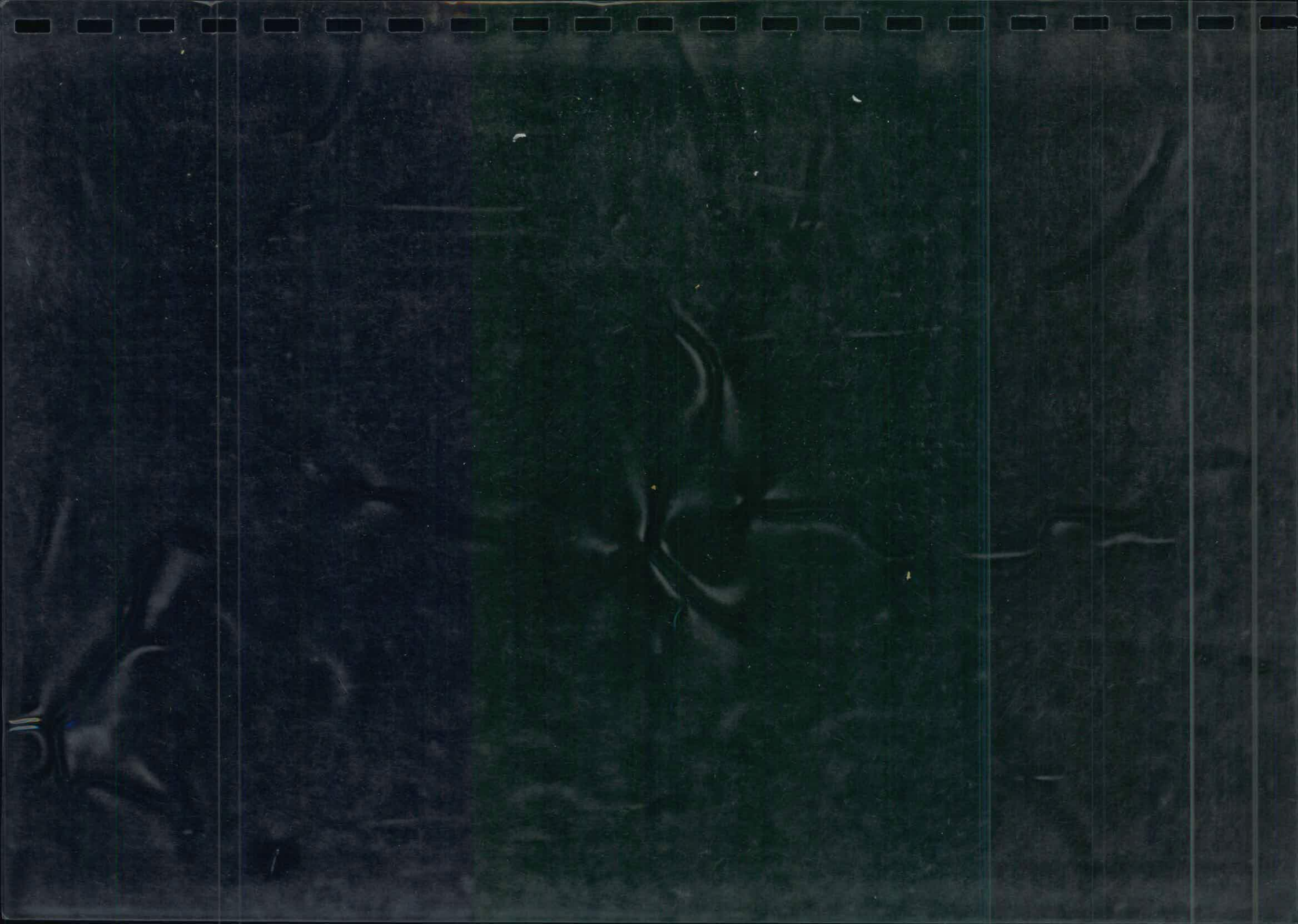
	1	2	3	4	5	6	7	8	9	10
GENERAL DATA										
Capacity tons per annum	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200
Capacity utilization in %	65	75	80	85						
Productions in Tons per annum	33900	39150	41,760	44,370	44,370	44,370	44,370	44,370	44,370	44,370
Selling Price per ton	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000
Sales Revenue	10,477,350	12,089,250	12,895,200	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150
Cost of Product										
Raw Materials	9,477,350	10,606,800	11,313,790	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904
Labour	150,156	173,257,500	184,808	196,358	196,358	196,358	196,358	196,358	196,358	196,358
Factory overhead	500	-	500	500	500	500	500	500	500	500
Total overhead										
Total Production cash	9,525,613	10,991,091	11,723,831	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570
Gross Profit	951,737	1,098,159	1,171,369	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580
Admnl.selling and Dist. Cost										
Manpower	45,833	48,124	50,530	55,057	57,710	57,710	57,710	57,710	57,710	57,710
Other overheads	175,050	183,803	192,993	202,642	212,774	212,774	212,774	212,774	212,774	212,774
Total	120,803	231,927	243,523	257,699	270,484	270,484	270,484	270,484	270,484	270,484
Depreciation	105,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750
Total costs	234,633	335,677	347,273	361,449	374,234	374,234	374,234	374,234	374,234	374,234
Profit Before Tax	627,104	762,482	824,096	883,131	870,346	870,346	870,346	870,346	870,346	870,346
Corporate Tax 30%	188,131	228,745	247,229	264,939	261,104	261,104	261,104	261,104	261,104	261,104
Profit After Task	438,973	533,737	576,867	618,192	609,242	609,242	609,242	609,242	609,242	609,242
Profit for Brough	-	438,973	972,710	1,549,577	2,167,769	2,777,011	3,995,495	4,604,737	5,213,979	5,823,221
Revenue Reserve	438,973	972,710	1,549,577	2,167,769	2,77,011	3,386,253	4,604,737	5,213,979	5,823,221	6,432,463

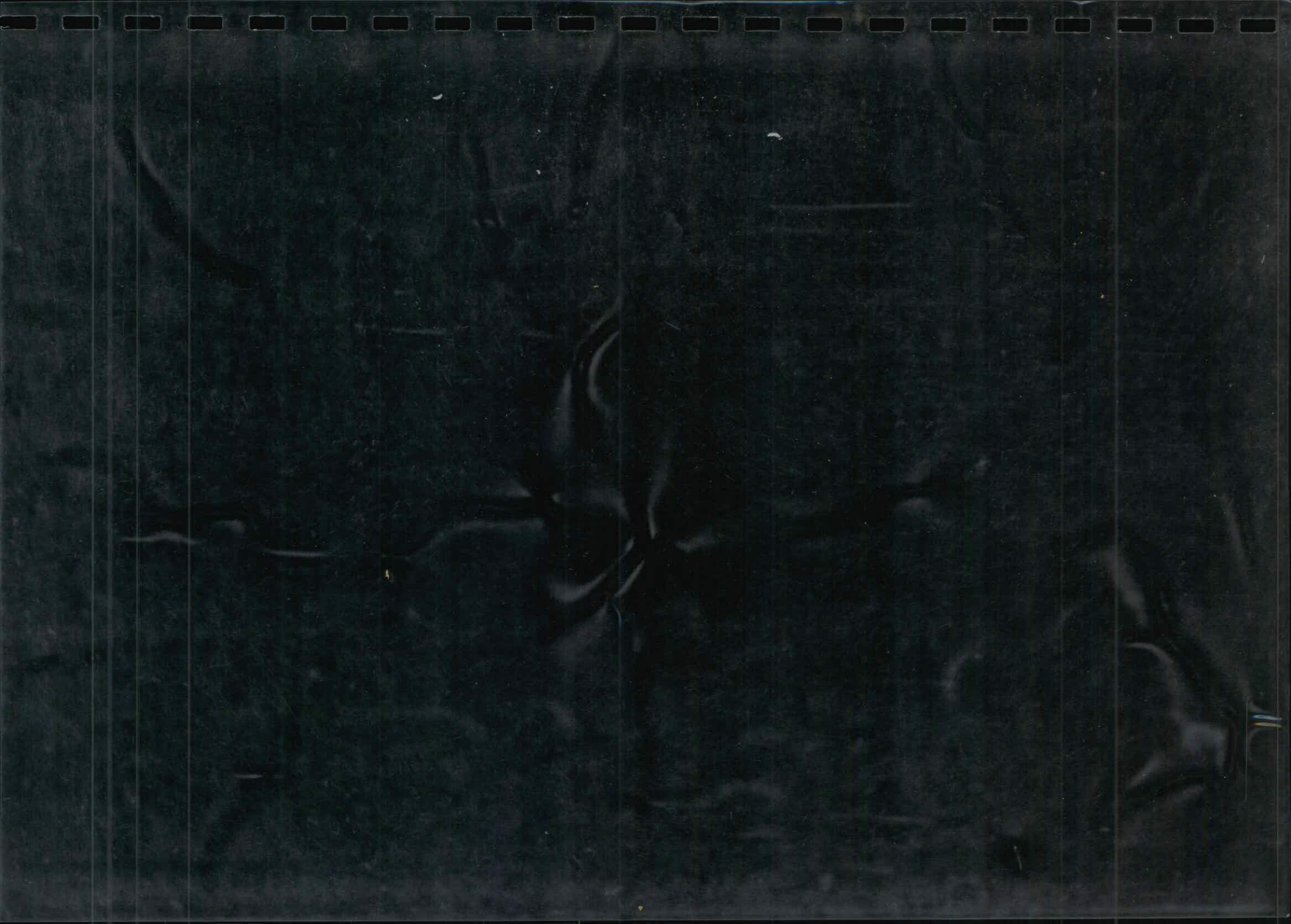
TANZANIA SHAMBA LIMITED

WORKING CAPITAL

USD

	1	2	3	4	5	6	7	8	9	10
Investment										
Raw Material (Days 90)	2,757,736	3,182,004	3,394,137	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271
Finished goods (7 days)	240,229	372,576	386,982	387,932	387,982	387,987	387,987	387,987	387,987	387,987
Work in process (4 Days)	127,008	146,548	156,318	166,088	166,088	1,660,088	166,088	166,088	166,088	166,088
Debtors (30 days)	861,152	993,657	1,659,879	1,126,122	1,126,121	1,126,121	1,126,121	1,126,121	1,126,121	1,126,121
Total	3,986,125	4,694,785	5,597,316	5,286,413	5,286,462	6,780,467	5,286,467	5,286,467	5,286,467	5,286,467





TANZANIA SHAMBA LIMITED

FEASIBILITY STUDY

FOR

ESTABLISHMENT

OF

AGRO-PROCESSING FACILITIES

JUNE 2013

TANZANIA SHAMBA LIMITED

FEASIBILITY STUDY

FOR

ESTABLISHMENT

OF

AGRO-PROCESSING FACILITIES

JUNE 2013

EXECUTIVE SUMMARY

1.1. INTRODUCTION

This report has been prepared for M/S TANZANIA SHAMBA LIMITED a locally registered under company law 2012 on 21st January 2013. The project intends to engage in the business of processing facilities for various agricultural products for exports

M/S TANZANIA SHAMBA LIMITED Authorized share capital is Tshs. 500,000,000 . The shareholding pattern of the shareholders is indicated in the table below

S.No.	Name of Shareholder	Nationality	% Holding
1.	Rajiva Maheshwari	Singapore	48
2.	Anuj Mahashwari	Indian	48
3.	Amit Kumar saini	Indian	4

1.2 THE PROJECT

M/S TANZANIA SHAMBA LIMITED has now embarked on an establishment of a various Agriculture processing facilities. The crux is to exploit the rich experience gathered and , keeping in view the current market trends in the grain milling.

M/S TANZANIA SHAMBA LIMITED has decided to install its plant and adopt the best technology available. The aim of the promoters is to attain a bench market level of accuracy and efficiency in processing of various agriculture products .The project intends to process various products such as green mug beans, pigeon peas, yellow gram, sesame seeds, sunflower oil, sunflower DOC , Cashew nuts and Peanut Kernels milling of grains to obtain products .

The processing capacity envisaged for this project is to the tune of 15,000MT per Annum. Starting with a capacity utilization of 65% in the first year the overall production will stabilize at 85% from the fifth year of operations. The project

cost has been estimated at USD 1,250,000. Plant and Machinery cost is to the tune of USD 430,000.

The promoter has the required technical and marketing strength to see through the project and make it a success story. The only requirement is availability of adequate timely funds.

1.3 THE MARKET

Tanzania offers a huge market potential for the product envisaged by this Agro-processing project. M/S TANZANIA SHAMBA LIMITED has been exposed to the AGRO-PROCESSING industry for a number of years and through research hence knows about the way the industry behaves. All this production has easily been absorbed by the increase in demand.

1.4 ESTIMATED FINANCIAL AND DEVELOPMENT BENEFITS

1.4.1 INVESTMENT COST

The project envisages an investment of USD 1.250 million. This will be needed to purchase raw material, packing material and for meeting the day-to-day expenses of the business till the inflow from debtors is commenced. The project will result into import of machineries and technology into the country.

1.4.2 EMPLOYMENT

The money spent will result into employment to various individuals within the country in direct as well as in indirect manner. During the implementation period it is expected that nearly 1000 local indirect employments will be generated and after completion of the project nearly 35 will secure permanent employment.

1.4.3 SOCIAL & ECONOMIC DEVELOPMENT

Apart from employment generation, the project shall also contribute towards the finances of local bodies by contributing towards, different levies like PAY. Skills and Development Levy City Service Levy. VAT and Corporate Tax.

The above mentioned are direct development benefits of the envisaged project. However, there will be considerable advantages coming out to the society out of

such project. It will lead to creation of demand in various other products and thereby support the consumer goods industry to develop within Tanzania. It will also provide impetus to better standard of living among the residents of the country and as such the project shall contribute positively to Nations economic development.

1.5 CONCLUSION

The conclusion, based on above brief is to go ahead as envisaged and establish the contemplated manufacturing facilities as early as possible. The immediate and long-term benefits of the project are quite attractive from everybody's angle.

- The entrepreneurs will earn profit, the laborers will get their share, the government will benefit out of the taxes and levies, the national economy will benefit out of increased supply, there will be saving of scarce foreign exchange as the output on this project will prove to be import substitute.
- Latest technology, technical, managerial and marketing expertise will come on this country. The project will also lead to so many other indirect benefits in terms of ancillary businesses and overall growth for demand of consumer product is leading to growth of those industries within Tanzania and thereby leading to overall growth of the economy.

On careful evaluation of such factor, it is a very obvious conclusion that the project is technically, commercially and financially feasible and viable. It is therefore recommended to consider this project, as feasible and all concerned authorities should accord all required support in completing the setting up of this project.

3.0 THE PROJECT CONCEPT

The project contemplates augmentation of the production capacity of Agro-processing facilities.

The Project envisages an installed production capacity of 15,000MT PER annum of various agriculture products. The capacity utilization has been worked out at 65% in years thereafter. It is expected that the capacity utilization of nearly 85% will be maintained thereafter.

Following factors have been deemed to be instrumental in conceiving of this project.

- a) The promoters are experienced business people with vast experience and international exposure.
- b) Tanzania Agro processing market has huge potential and the demand supply gap is quite huge. Such situation ensures very less marketing efforts for quality products.
- c) Tanzania is perceived as one of most stable countries in the East African belt and therefore it has been thought more proper to expand the base in Tanzania rather than any other country in the African continent.
- d) The promoters are already in this business since several years. With an endeavor to be the best in the industry, use the most modern technology, automate the production and run business as efficiently as possible, the promoters have envisaged this project.

3.1 All machines will be imported and as per the estimates of the promoters .

3.2 To be on a safer side, the raw material inventory is estimated to be stocked for 120 days. In order to run the machineries, furnace oil, electricity, diesel, lubricants and machinery spares will be required and these are easily available locally, manpower except for technical expert is available locally.

3.3 The project envisages employment on a permanent basis for nearly 35 Tanzania once the capacity utilization touches 85%. Casual laborers will also be hired from time to time to meet the market demands.

3.4 FINANCING

The promoters of this project are in possession of satisfactorily knowledge. They have adequate liquidity to see through this project.

3.5 DEMAND FOR AGRO-PROCESSING PRODUCTS

The demand for **Agro-Processing PRODUCTS** is so heavy that the output will be exported and some will be sold in Tanzania and neighbouring country and makes the distribution of goods an easy task. The company will sell the products through its existing fleet of transport trucks and other international vessels. The company will ensure proper stockyard within the factory premises, to keep adequate stocks of finished products.

3.6 BRIEF PROFILE OF THE PROMOTERS

The project is sponsored by TANZANIA SHAMBA LIMITED., and its three directors – shareholder. The major investors of the project are Singaporean based businessmen Mr. Rajiva Maheshwari and Mr. Anuj Maheshwari. They have vast experience in commodities and a reputation in overseas market as a reputable supplier for the same.

Mr Rajiva Maheshwari, an engineer, has worked in the capacity of chief executive Officer (CEO) of Modi steels, a renowned steel manufacturing group of companies. At the peak of his career, he put up his own company in international trading and has since explored this arena with unparalleled zest. Mr. Rajiva Maheshwari shall be 48% shareholder of the local entity. Mr. Anuj Maheshwari, MBA & Engineering educated in Singapore, USA and Spain. has been in business since last 7 years and actively involved in developing new and emerging markets. He has 48% shareholder of the local entity. Mr. Emit Kumar Saini, MBA from India. He shall be 4% Shareholder.

The promoters are quite capable of seeing through the project and can take up the responsibility of making the project another success story.

4.0 THE MARKET

The overall manufacturing Sector in Tanzania has shown a decent growth of 8.6% in 2011 compared to 8.0% in 2012. The contribution of Manufacturing Sector to GDP increased from 8.4% in 2011 to 8.7% in 2013. The industry estimates indicate that this share of manufacturing Sector in the GDP of the Nation is going to increase at faster rate in the years to come.

The increase in growth and contribution of the sector to GDP was contributed to the strengthening of manufacturing industries and increased the strengthening of manufacturing industries and increased production of goods particularly textiles, corrugated iron sheets and foodstuffs after rehabilitating representative industries. As stated in the executive summary there is tremendous demand within Tanzania for the products envisaged by the project.

The Agriculture produce in Tanzania is excellent quality M/S TANZANIA SHAMBA LIMITED is quite aware of such requirements and has geared up for required expertise.

There is considerable demand supply gap that is being filled up by imports of Agro-processing products the most fundamental requirement of human essence. The demand such as purchasing power of the consumer choice and proper marketing the company has made plans to establish authorized dealers in main cities of Tanzania and then make the products aggressively through there outlets.

The company will set up most effective channel for marketing the product and operate a product mix. Since Management has adequate exposure in their areas no major challenge is envisaged as far as marketing of agro-processing products is concerned. The challenge in front of this is to produce cost effectively and distribute the products effectively.

Apart from the fact that grains is one of the most fundamental requirements of human existence, the demand for AGRO-Processing is also influenced by other factors such as purchasing power of the consumers, choice and proper marketing. The company has made plans to establish authorized dealers and then market the products aggressively through these outlets.

The company will also be in a position to take advantage of the US Africa Growth and Opportunity Act (AGOA) and everything but Arms (EBA) Agreement between EU and ACP countries. The two instruments have removed quotas and other barriers for Tanzania to export Agro products to the US and European Union market.

5.0 PRODUCTION PROCESS AND TECHNOLOGY

The production of agro - processing products does not involve many technicalities. The whole process comprises or four steps. These are described in brief below: -

1. Receiving:

The raw material is sourced. The Raw Material is first received Products and is stocked at the factory by the receiving department. Once product, are brought to the factory it is dumped in the receiving pit. From there are sent to the separator through conveyors and elevators, where the raw material separated from the dirt. After the dirt is removed at the separators, the products are stored.

2. Cleaning and Conditioning

By the time the grains reach here the separator would have cleaned it once. At this stage stonnerators are used for fine cleaning and aspiration fans are used to suck the loose dirt.

3. Processing

Depending on the type of the product, the actual process of grinding, dreading, sieving and separation. These activities are repeatedly performed

till final product and the by-product are obtained. Once the processing is over is over, sifters are used to sieve and grade the ground stocks. Later pneumatic conveyors and elevators are used to transport the finished product to the packaging section.

4. **Packaging:**

As a result of the production process one gets products as the main products. Both these are sent to the sacking machine through conveyors, where they are packed. Packing activity is considered to be one of the most important activities. Any lethargy could result in adulteration and company might have to pay a huge price for it by way of wastage and liquidated damages.

6.0 **MANPOWER ESTIMATES**

The project will create permanent jobs for nearly 35 individuals. However during the setting-up stage the need for labour will be higher. The project will also provide labour to some casual employees on a seasonal basis. As a known fact, the economy of the country is one the up-rise and the population are increasing as well. Moreover, it seems apparent that the demand for milling products is going to increase steadily over the years.

The break-up expected for total employment of 35 Individuals including the expatriates is as under: -

Skilled	8
Semi-Skilled Staff	17
Un-Skilled Staff	<u>10</u>
	35
	==

Skilled staff will cater to the positions of ED. Production Manager, Marketing Manager, General Manager and Commercial Cum Financial Manager.

Semi-Skilled staff will consist of shift Supervisor, Fitters, Electrician, Laboratory Attendant, Technical Assistants, Stores Personnel, Finance and Accounts Assistant and Marketing Assistant.

Un-Skilled labour consists of screen room attendant, packers, dirt receiving helpers, etc.

7.0 PROJECT IMPLEMENTATION SCHEDULE

The project will take nearly 3 years to become fully commercially operational. Since the Promoters have adequate knowledge about the setting-up and running of such unit and also have established contacts with suppliers of the machines and technical experts who can assist in installation and commissioning of the plant, the implementation period had been worked out on tight.

8.0 INVESTMENT AND FINANCING

8.1 ASSUMPTIONS;

- Prices used are those prevailing in March 2013. Any price increase of inputs is expected to be compensated by a proportionate rise in the selling price.
- The project implementation period is 3 years.
- Projections have been assumed that the life of the project is nearly 10 years.
- The unit of account in all financial analysis is cost of Machines to be imported is inclusive of any technical support required for installation and commissioning up to the said machines.

8.2.1 ESTIMATED CAPITAL COST OF THE PROJECT

Table &: Total Cost of Project

S.No.	Item	USD
1.	Land and Building	300,000
2.	Plant and Machinery	430,000
3.	Vehicles	200,000
4.	Pre-operational & Contingency	-
5.	Initial Working Capital	300,000
6.	Furniture and Fitting	20,000
	TOTAL	1,250,000

8.2.2 FINANCING OF THE PROJECT

Table 8: Financing of Project

S.No.	Item	USD
01	Equity share Capital	1,250,000
	TOTAL	1,250,000

9.0 MACHINERY & EQUIPMENTS

As far as plant and machinery is concerned, they will be imported from abroad. The total cost of all machineries and other ancillary equipment as listed hereunder will be to the tune of USD 1.250 m. The machinery will have an annual installed production capacity of 15,000 tons of various Products per annum. A detailed list of plant and machinery and supporting equipments required for the project is as under:-

Table: 9 List of Plant & Machinery (Including Ancillary Equipment)

S. No.	Name of the Machine
1.	Receiving
2.	Cleaning & Conditioning
3.	Milling
4.	Auxiliary
5.	Electrical Installation
6.	Electronic Flow Measure
7.	Cylinder Separator
8.	Double Purifier
9.	Other Fixture and Fittings
10.	Machinery Installation including Electrification
11.	Travel Fare, Hotel Stay & Miscellaneous Expenses Technicians.

In order to support large scale of operations, the company will need vehicles, which will consist of ten trucks (Special Grains Haulers), three 3.5 ton trucks, two Nissan Pick-Ups and one \$x\$ Car. The Aggregate cost of these vehicles is estimated to be about USD 0.200 million.

The Initial Working Capital has been estimated at USD 0.30 million and the components thereof are assumed as explained in this paragraph. Raw materials have been assumed at 90 days. Finished Goods at 7 days, Work-in Process of 4 days. Debtors have been estimated at 30 days. On the other hand, 120 days credit has been considered from creditors.

The entire capital cost of the project thus works out to USD 1.250million.

10 COST AND REVENUE ESTIMATES

10.1 ASSUMPTIONS:

- The project will have an effective life of 10 years
- The project will start its commercial operation from the end of December 2016
- The project will start its operations at 65% of capacity in the first year and increasing at a steady to attain 85% of the capacity utilization from the year 2010 onwards.
- All prices ruling during the month of December 2006 have been considered. It has been estimated that they will remain constant throughout the period of the project. It has been also assumed that any increase in prices of input will be compensated by proportionate increase in the selling price of the finished product.
- Supply of power, water, raw material and other inputs has been assumed to be available without any major interruptions.
- Availability of adequate skilled and semi-skilled labour in the country has been assumed.

10.2 COST ESTIMATES:

The basic raw material for this project is various agriculture products. Manpower cost has been actually worked out and production related labour cost has been taken according to the capacity utilization, whereas the administrative manpower cost has been taken on the basis of period.

10.3 REVENUE ESTAMATES

The project envisages production and sale of various agriculture products and a marginal contribution by sale of the by-products. There is a demand in the export and domestic market for the product and is envisaged to grow in the near future.

Table 10: Capacity Utilization & Production

Year	Annual Production including by-product (Tons)
Green Mung	USD810PMT
Peanuts	USD1020PMT
Pigeons Peas	USD700PMT
Sunflower Seeds	USD500PMT
Sunflower	USD300MT

11.1 PROJECTED PROFITABILITY STATEMENT

As can be seen from the appended projections of profitability for the project, the company estimated to make a healthy profit from the first year of operation.

Moreover the company is expected to generate cash from operations in the first year, which is quite encouraging. The estimates indicate that the company will not look back thereafter, and would earn considerable profits in the later years.

Assumed to be constant. It has been further assumed that any changes in the costs will be offsetted by equivalent increase in the selling price of the product.

It is worth noting that Cash Profits are generated from the very first year of operations and over the five years or projections made, the company will generate and aggregate Cash Profits of USD 3,987,512

11.2 PROJECTED CASHFLOW STATEMENT

The appended projected cash flow statement shows that the initial funding will be Equity Share Capital. The cash flow statement also reveals that over a period of five years the total inflow from operations will increase. Further the project generates enough balance to re-pay the loans in six year.

11.3 PROJECT WORKING CAPITAL ESTIMATES

Despite the fact that the manufacturing process is not very long, raw Material stock has been estimated at 90 days requirement, finished goods of 7 days and WIP of 4 days, with debtors, level estimated at 30 days. the creditors are assumed at 120 days.

11.4 PROJECTED DEPRECIATION SCHEDULE

Depreciation has been taken as per the provisions of Income Tax Law. No depreciation for land has been assumed and. It has been estimated on Straight-line method.

Table 12: Rate of depreciation

S.NO.	Item	Depreciation Rate
1.	Land and Factory Shed	5.00%
2.	Plant & Machinery	12.50%
3.	Vehicles	25.00%

12. PROJECT DEVELOPMENT BENEFITS

- a) The project envisages an investment of USD 1.25 million. This investment will result into bringing in plant and machinery and will thus increase the productive capacity in the country. This will help the country in increasing the share of industrial output in its GDP, which is as of date very low.
- b) The project envisages employment of 35 permanent basis and equal number of casuals as per the requirement will be employed.
- c) The employment generation stated in point b) above will have cascading impact on the overall economy in a positive manner.

- d) Along with machines, there will be inflow of foreign technology. This will help the country in updating the State of the Art technology within the country.
- e) The project will also have an in-house training center and as such it will help the local community to improve upon their technical skills.

13. CONCUSION AND RECOMMENDEATION

The above study of the project reveals that the project is technically, commercially and economically feasible, viable and is desirable for country's economy. Since it still result into may social benefits like employment generation, related development in society, inflow of foreign exchange, inflow of foreign technology, strengthening of manufacturing base within the country, inflow of technical and managerial expertise, creation of many other ancillary industries and businesses etc the project is desirable socially also.

In light of anticipated financial, social and development benefits the project qualifies for positive recommendation for immediate implementation. Since the promoters are confident of arranging the required funds and of establishing the project within the committed time frame the conclusion is to recommend to all concerned authorities to accord utmost support to this project so as to enable the country to realize the benefits as perceived in this report.

**TANZANIA SHAMBA LIMITED
INVESTMENT COST**

	US \$		US \$
Land and Building	300,000	-	300,000
Plant and Machinery	430,000	-	430,000
Vehicle	200,000	-	200,000
Furniture and Fittings	20,000	-	20,000
Pre-Expenses		-	
Working Capital	300,000	-	300,000
	1,250,000		1,250,000

Tanzania shamba LIMITED
FINANCING PATTERN

USD

Equity share capital	1,250,000	1,250,000	
	-		
TOTAL	1,250,000	1,250,000	

**TANZANIA SHAMBA LIMITED
PROJECTED CASH FLOW**

USD

0	1	2	3	4	5	6	7	8	9	10
Cash Inflow Investment	1,250,000									
Profit Before Task		627,104	762,482	824,096	883,131	870,346	870,346	870,346	870,346	870,346
Depreciation		103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750
Total Cash Inflow	1,250,000	730,854	830,232	927,846	986,881	974,096	974,096	974,096	974,096	974,096
Cash Outflow Investment		730,854	830,232	927,846	986,881	974,096	974,096	974,096	974,096	780,000
Taxation		228,745	247,229	264,939	261,104	261,104	261,104	261,104	261,104	188,131
Working capacity		478,206	313,838	63,885	-	-	-	-	0	306,799
Total Outflow		494,930	706,951	561,067	3,288,824	211,104	261,104	261,104	261,104	730,00
Net cash flow		235,924	123,281	366,779	658,057	762,992	712,992	712,992	712,992	-

TANZANIA SHAMBA LIMITED

WORKING CAPITAL

USD

	1	2	3	4	5	6	7	8	9	10
Investment										
Raw Material (Days 90)	2,757,736	3,182,004	3,394,137	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271	3,606,271
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Total	3,986,125	4,694,785	5,597,316	5,286,413	5,286,462	6,780,467	5,286,467	5,286,467	5,286,467	5,286,467

PROJECTED PROFITABILITY STATEMENTS

USD

	1	2	3	4	5	6	7	8	9	10
GENERAL DATA										
Capacity tons per annum	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200	52,200
Capacity utilization in %	65	75	80	85						
Productions in Tons per annum	33900	39150	41,760	44,370	44,370	44,370	44,370	44,370	44,370	44,370
Selling Price per ton	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000	433,000
Sales Revenue	10,477,350	12,089,250	12,895,200	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150	13,307,150
Cost of Product										
Raw Materials	9,477,350	10,606,800	11,313,790	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904	12,020,904
Labour	150,156	173,257,500	184,808	196,358	196,358	196,358	196,358	196,358	196,358	196,358
Factory overhead	500	-	500	500	500	500	500	500	500	500
Total overhead										
Total Production cash	9,525,613	10,991,091	11,723,831	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570	12,456,570
Gross Profit	951,737	1,098,159	1,171,369	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580	1,244,580
Admnl.selling and Dist. Cost										
Manpower	45,833	48,124	50,530	55,057	57,710	57,710	57,710	57,710	57,710	57,710
Other overheads	175,050	183,803	192,993	202,642	212,774	212,774	212,774	212,774	212,774	212,774
Total	120,803	231,927	243,523	257,699	270,484	270,484	270,484	270,484	270,484	270,484
Depreciation	105,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750	103,750
Total costs	234,633	335,677	347,273	361,449	374,234	374,234	374,234	374,234	374,234	374,234
Profit Before Tax	627,104	762,482	824,096	883,131	870,346	870,346	870,346	870,346	870,346	870,346
Corporate Tax 30%	188,131	228,745	247,229	264,939	261,104	261,104	261,104	261,104	261,104	261,104
Profit After Task	438,973	533,737	576,867	618,192	609,242	609,242	609,242	609,242	609,242	609,242
Profit for Brough	-	438,973	972,710	1,549,577	2,167,769	2,777,011	3,995,495	4,604,737	5,213,979	5,823,221
Revenue Reserve	438,973	972,710	1,549,577	2,167,769	2,777,011	3,386,253	4,604,737	5,213,979	5,823,221	6,432,463

