



FRANKOFONE (P) LTD

**Ag: EXD**

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

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest ..... U.S\$ 3.359 M .....
- (b) Legal entity has been incorporated under certificate  
No. 66050 ..... of 12/06/2008 .....

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. A. Senzia

**DIF**

5<sup>th</sup> January 2009


*Ag EXD ✓ ok*  *09/01/09*

In response to the TIC letter of registration dated..... 05/01/09 .....

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from..... National Bank of Commerce .....
- (c) Title deed - Plot no 133 Gofu chini stage .....

With the above submission EXD is requested to sign Certificate of Incentives No. 041626 ..... herein attached.

  
For  
DIF  
*08/01/09*

MINUTE

PAGE NO. \_\_\_\_\_



1

20 DECEMBER 2008

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



Dear Sir,

**RE: REGISTRATION FORM FOR CERTIFICATE OF INCENTIVES**

With Ref to the above subject, please find the enclosed documents as follows:

1. Original Registration Form.
2. Copy of Memorandum and Article of Association.
3. Certificate of Incorporation / Registration.
4. Copy of the Project Profile.
5. Copy of Certificate of Occupancy.
6. Board Resolution.
7. Bank Reference Letter.

I hope all the above documents are in order as per the requirement and hope to receive your kind co-operation at your earliest.

Thanking you in advance.

Yours truly,  
For FRANKOFONE (TZ) LIMITED

MR.DHITEN J. BORKHATARIA  
DIRECTOR



## BOARD RESOLUTION

Meeting of the Board of Directors of FRANKOFONE (TZ) LIMITED was held at 10.00am on 24<sup>th</sup> of October, 2008 in Dar Es Salaam and following were present

1. KUMAR V. PUJARA
2. DHITEN J. BORKHATARIA
3. KAMALNAYAN H. RAJYAGOR

Following was resolved:

That we have to apply to TANZANIA INVESTMENT CENTRE to Register for Certificate of Incentives.

Having no further business the meeting was closed at 11.00am.

DHITEN J.BORKHATARIA  
DIRECTOR

KAMALNAYAN H. RAJYAGOR  
SECRETARY



## National Bank of Commerce Limited

### Tanga Branch

P. O. Box 5031, Tanga, Tanzania  
Tel: +255 (0) 27 264 3630  
Fax: +255 (0) 27 264 2763  
Swift address: NLCBTZTX  
e-mail: [tanga@nbctz.com](mailto:tanga@nbctz.com)  
[www.nbctz.com](http://www.nbctz.com)

TO: EXECUTIVE DIRECTOR.  
TANZANIA INVESTMENT CENTRE  
DAR-ES-SALAAM


Tuesday, 21 October 2008

**RE: CONFIRMATION ON ACCOUNT NO. 020103005536 AND 020105001388 I.F.O  
FRANKOFONE (TZ) LIMITED.**

We beg to confirm that the above mentioned account is maintained in our books by

MR. KUMAR V. PUJARA, DHITEN J. BORKHATARIA AND MR. KAMALNAYAN H  
RAJYAGOR and it is operated satisfactorily

Please be advised accordingly.



E.E. OLOTU

BRANCH MANAGER

### National Bank of Commerce Limited Reg. No. 32700

**DIRECTORS:** F J DU TOIT\*\* (Non-Executive), B S NYONI\* (Non-Executive), Dr M J ASSAD\* (Non-Executive), A R MPUNGWE\* (Non Executive), HON. A K A MALIMA\* (Non-Executive), D. BOTHA\*\* (Non-Executive), E B J LAURENTINO\*\*\* (Non-Executive), C P DE VRIES\*\* (Managing/Executive), C J DE WET \*\* (Executive), J P VERMAAS\*\* (Executive). **SECRETARY:** A R WOISO\*

(\* TANZANIAN, \*\* SOUTH AFRICAN,\*\*\*BRAZILIAN).

7

JAMHURI YA MUUNGANO WA TANZANIA  
THE UNITED REPUBLIC OF TANZANIA  
STAKABADHI YA SERIKALI

30324629 1

TFN. 614 (Rev. 8.94)

EXCHEQUER RECEIPT

NIMEPOKEA KWA  
Received from

FRANKOFONE (TZ) LTD



KIASI  
Amount

Shs.					Cts.
U	S	D	=	7	50

JUMLA YA SHILINGI (Kwa maneno)  
The Sum of Shillings (Words)

USDOLLAR SEVEN HUNDRED FIFTY ONLY

NA SENTI  
And Cents

KWA MALIPO YA  
In Respect of

CERTIFICATE OF INCENTIVE

KWA FEDHA TASLIM/HUNDI NAMBA  
By Cash/Cheque No.

CASH

KITUO - Station

SAHINI YA MPOKEAJI- Receiving Officer's  
Signature.

*[Signature]*

CHEO- Title

ACC. OFF. JAN. 2009

TAREHE - Date

DSM.

Govt. Press, Dsm.



TICC/PP.10/041626/2

5 January 2009

Managing Director,  
Frankofone (Tz) Ltd,  
P.O. Box 6179,  
**TANGA**

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF A PROJECT FOR BLENDING, BOTTLING AND  
PACKAGING OF ALCOHOL PRODUCTS**

We wish to acknowledge receipt of your project proposal to establish a project for blending, bottling and packaging of alcohol products as presented in the TIC P.A. 1 Form No. 07301 and Feasibility Study with a projected investment of USD 3.105 m.

We have studied your project proposal and 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 document showing 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\$ 750.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please arrange to make payments at your earliest convenience.

.../2

TICC/PP.10/041626/2

5 January 2009

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

Yours sincerely,  
**Tanzania Investment Centre**

  
**R. P. Mbilinyi**  
Ag. Executive Director

Copy to: Permanent Secretary,  
Ministry of Finance and Economic Affairs,  
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  
**Frankofone (Tz) Ltd.**

Post Box	Gofu Chini Industrial Area Plot No. 133	COI Number	66050	Contact	Mr. Kumar V. Pujara
Post Office	6179	COI Date	12/06/2008	Designation	Director
Region	Tanga	Application F. No	07301	Phone	
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0784 800 200
		Sub Sector	Alcohol Products	Fax	0
		File No	041626	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 133 Block	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0</td> <td>3.359</td> <td>0</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0	3.359	0	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
0	3.359		0	0								
Street	Gofu Chini Industrial Area											
District	Tanga											
Region	Tanga											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.4
Dhiten J. Borkhartaria	Tanzanian	1	Plant	2.01
Kumar V. Pujara	Tanzanian	99	Vehicles	0.254
			Furniture & Fittings	0.025
			Pre-expenses	0.12
			Others	0.05
			Working Capital	0.5
			Total	3.359

Employment	139	Evaluated By	Senzia Manager
Capacity	1,200,000 ltrs per month	Drawn By	Dorah Registry
Project Turn Over			

### Description

To establish and operate a business for blending, bottling and packaging of alcohol products

### Recommendations

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

### Decision

*Approved*

Ag EXD 24/12/08

TANZANIA

Land Form

# CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*

Date of Issue:

Title Number: 12243 LAND REGISTRY, MOSHI

Land Office Number: 144973:

Land: PLOT NO. 133 GOFU CHINI TANGA MUNICIPALITY:

Term: NINETY NINE YEARS:

TITLE No. 12243  
 REGISTERED ON  
 Land Form 32 1996  
 at 8.00 a.m.  
*W. M. M. M.*  
 Asst. Registrar of Titles



Stamp Duty Shs. 100 Paid  
 and Revenue Receipt No. 912001  
 of 21-6-95 Issued No. 144073  
*W. M. M. M.*  
 TRI. NO. 10892  
 Asst. Registrar of Titles

Stamp Duty Shs 710/=

THE UNITED REPUBLIC OF TANZANIA

Original Revenue Receipt  
912001 of 21-6-95

**CERTIFICATE OF OCCUPANCY**

*W. M. M. M.*  
 Asst. Registrar of Titles

(Section 9 of the Land Ordinance)

The 4<sup>th</sup> day of October One thousand  
 nine hundred and ninety five

TITLE No. 12243 LAND REGISTRY, MOCHI

THIS IS TO CERTIFY that ABDALLAH MOHAMED ABDALLAH of BOX 767, TANGA,

(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as joint tenants/as tenants in common in equal shares for a term of ninety nine years from the first day of

July One thousand nine hundred and ninety three according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:—

1. The Occupier having paid rent up to the thirtieth day of June 1994, shall thereafter pay rent of fifteen thousand (shs. 15000/=) per month a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2003, 2013 and 2023 or within three years thereafter in each case.

2. The Occupier shall:—
- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Tanga Municipal Council (hereinafter called "the Authority");
  - (ii) By the thirty first day of December, 1995, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
  - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
  - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1996;
  - (v) At all times during the term after the thirtieth day of June 1996, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

CERTIFIED TRUE COPY OF THE ORIGINAL

*W. M. M. M.*  
 ADVOCATE  
 7/11/99



(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;

(vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

~~to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;~~

to a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land of buildings on it by any person other than the Occupier or their employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

6. The Occupier shall further:—

- (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
- (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer and Health.

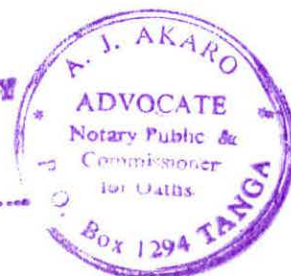
7. USERR: Only one main building together with the usual and necessary outbuildings shall be erected on the land and the same shall be used for industrial purposes only use Group 'M' use class (c) sub

~~7. The President may revoke the Right for good cause and in public interest.~~  
class (b) and (c) as defined in the Town and Country Planning (Use classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in public interest.

CERTIFIED TRUE COPY  
OF THE ORIGINAL

ADVOCATE  
7/11/09



TANGA

MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

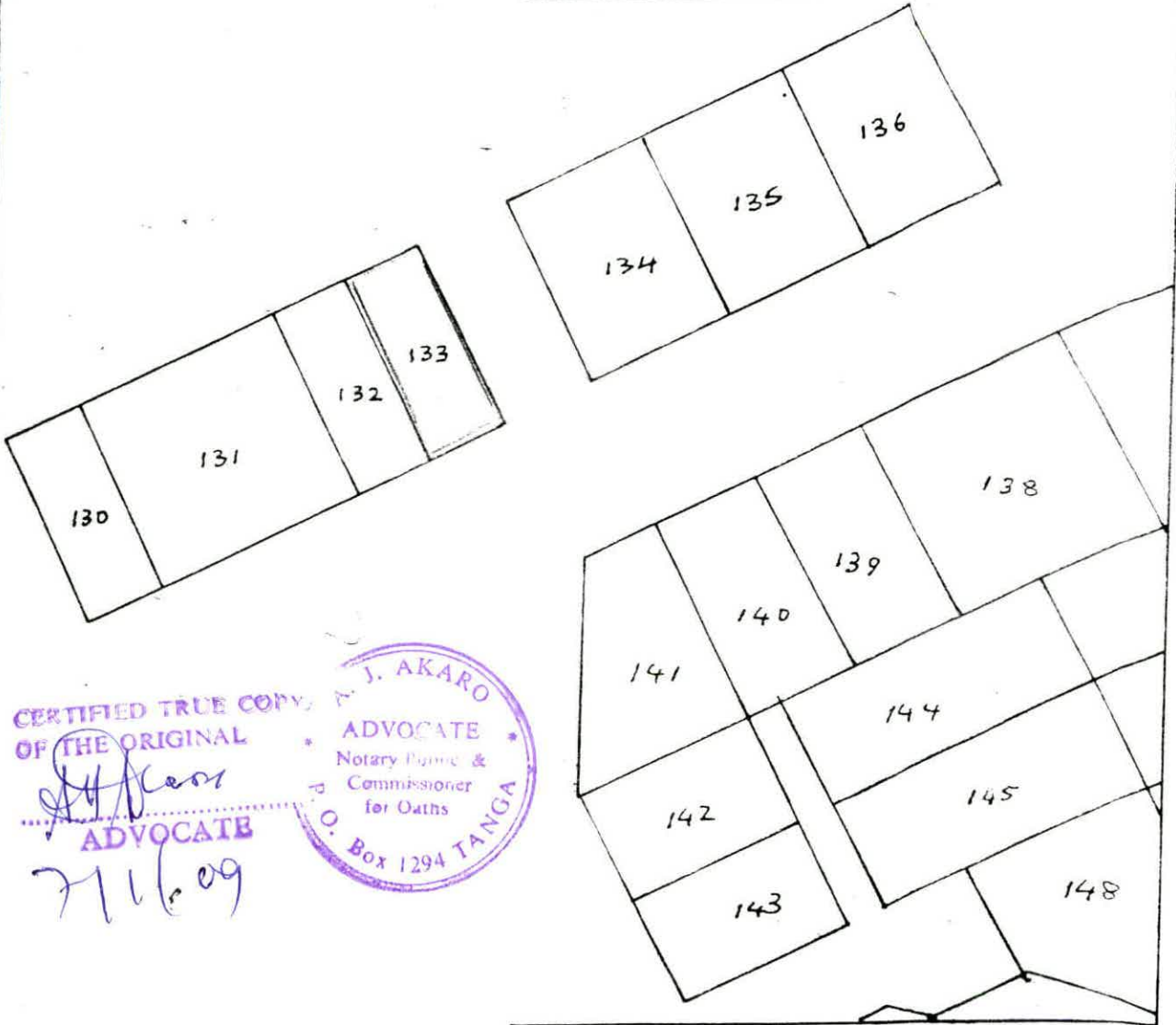
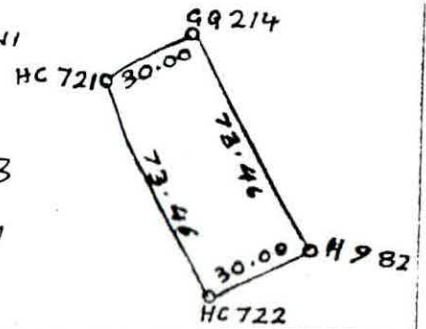
Locality INDUSTRIAL AREA

Block GOFU CHINI

Plot No 133

L.O. No 144973

Area 2204 Sq m



CERTIFIED TRUE COPY  
OF THE ORIGINAL

*[Signature]*  
ADVOCATE  
7/1/09

**J. AKARO**  
ADVOCATE  
Notary Public &  
Commissioner  
for Oaths  
P.O. Box 1294 TANGA

An plan prepared in accordance with Reg plan  
No. 261/4 is approved for the purposes of the  
Land Use Act, 1996.

Reference No. **26-6-95**  
Ministry of Land  
Use and Urban Planning

The issue of this plan is the  
guarantee of the Government

**SCHEDULE**

ALL that land known as Plot No.133 Gofu, Tanga Municipality measuring two thousand two hundred and four (2204) square metres for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 26114 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam. Director

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*[Handwritten Signature]*  
COMMISSIONER FOR LANDS

G P Dem

I the within-named ABDALLAH MOHAMED ABDALLAH hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said ABDALLAH MOHAMED ABDALLAH who is known to me personally/identified to me by *Michael MARYA* the latter being known to me personally in my presence this

*27th* day of *June* 1995

Signature:.....*[Signature]*.....

Postal Address:.....*T Box 97 Tanga*.....

Qualification:.....*Resident Magistrate*.....

CERTIFIED TRUE COPY OF THE ORIGINAL

*[Signature]*  
ADVOCATE

*7/1/09*



LAND REGISTRY, MOSHI

TRANSFER

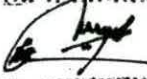
Filed Document No. 22465

Date of registration 8-1-2008 time 10:00A.m

To RASHID AHMED HAMOUD

of P.O. BOX 5478, TANGA.

(cons. Tshs. 4,000,000/2)

  
Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER

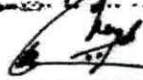
Filed Document No. 24056

Date of registration 26-09-2008 time 1:00 P.m

To FRANKOFONE TANZANIA LIMITED

of P.O. Box 6179, TANGA.

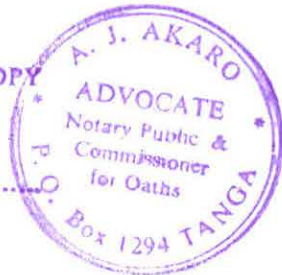
(cons. Tshs. 4,000,000/2)

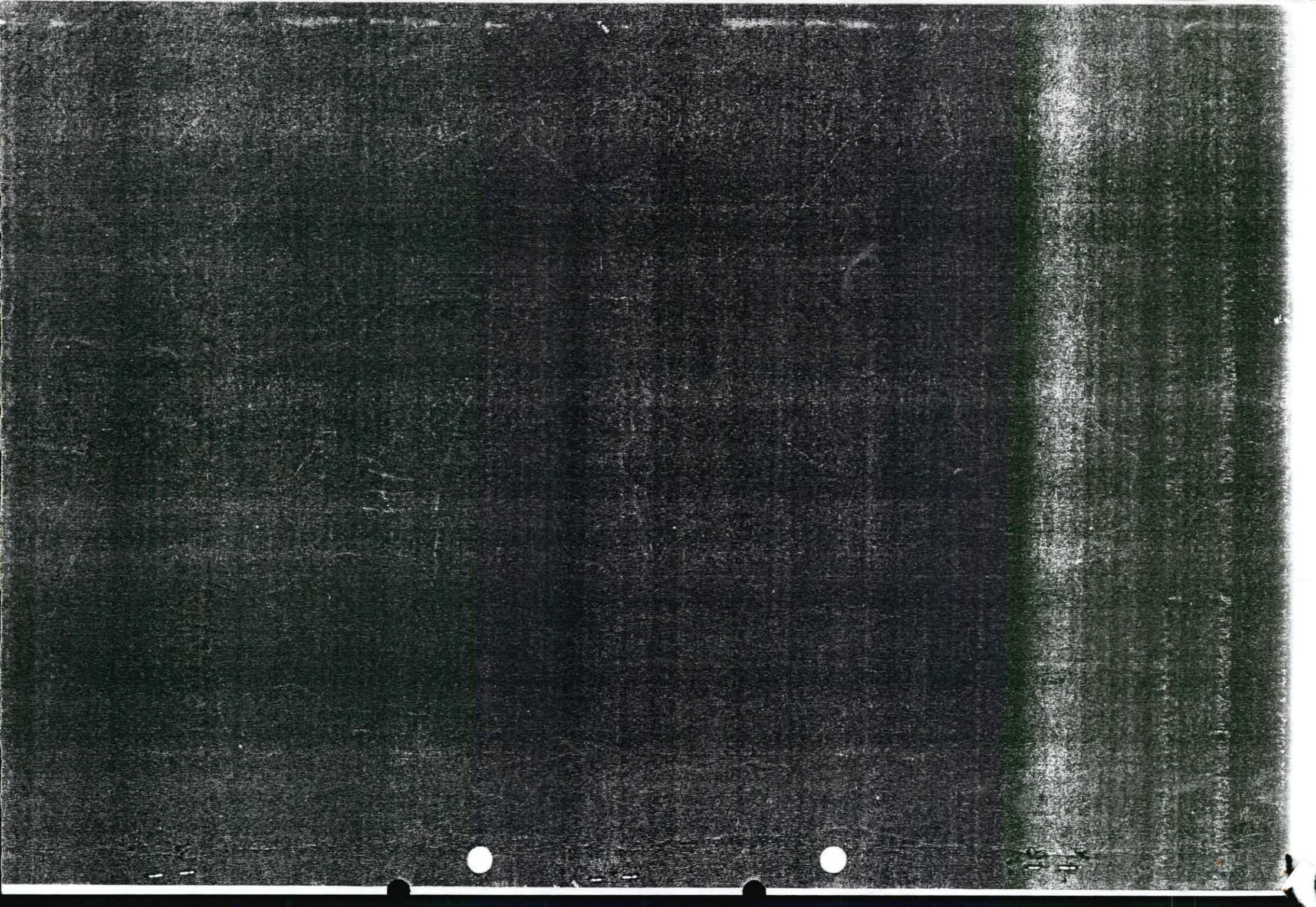
  
Asst. Registrar of Titles

CERTIFIED TRUE COPY  
OF THE ORIGINAL

  
ADVOCATE







THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HUMAN SETTLEMENT DEVELOPMENT

Telephone No. 2753210

LAND REGISTRY,  
P.O. Box 190,

MOSHI.

Ref. No. LR/MS/T/12243/15

26<sup>th</sup> SEPT 2008

**REGISTERED POST**

Sir/Gentlemen/Madam.

RE: TRANSFER OF R/O C.T. NO. 12243  
L.O. NO. 144973 PLOT NO. 133 GOFU  
CHINI TANGA MUN.

I have the honour to refer your letter No. \_\_\_\_\_  
dated \_\_\_\_\_ and enclosure thereto.

I return herewith Certificate of Titles Nos: 12243  
above mentioned DEED having been registered  
again the Title under F.D. Nos. 24056 on 26-9-2008

May official receipt No: \_\_\_\_\_ for Shs. \_\_\_\_\_  
\_\_\_\_\_ is enclosed herewith/has already been dispatched to you.

Please acknowledge receipt of the enclosures thereto.

I have the honour to be

Sir/Gentlemen

Your Obedient Servant

 J. J. Akaro


ASSISTANT REGISTRAR OF TITLES MOSHI.

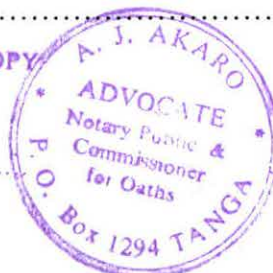
**ENCLOSURES:**

- 1) C.T. No. 12243
- 2) COPY OF TRANSFER

TO: FRANKOFONE TANZANIA LIMITED  
P.O. BOX 6179  
TANGA

c.c. MUNICIPAL LAND OFFICER  
P.O. BOX 178  
TANGA

CERTIFIED TRUE COPY  
OF THE ORIGINAL  
  
ADVOCATE



7/11/08

# TRANSFER OF A RIGHT OF OCCUPANCY

PLOT NO. 133 INDUSTRIAL AREA GOFU CHINI TANGA CITY

C.T. NO. 12243

IN CONSIDERATION of Tanzania shillings Four million (4,000,000/=) only I, **RASHID AHMED HAMOUD** of P. Box 5478, Tanga **HEREBY** Transfer to **FRANKOFONE TANZANIA LIMITED** of P. O. Box 6179, Tanga. the Right of Occupancy Registered under the reference.

AND We, **FRANKOFONE TANZANIA LIMITED** hereby apply to be registered as the Owner and Occupier of the Said Right of Occupancy.

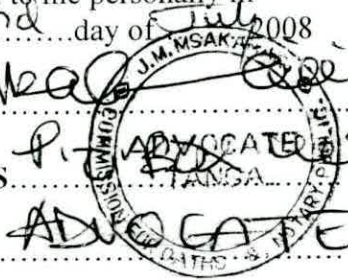
SIGNED and DELIVERED by the said  
**RASHID AHMED HAMOUD**  
who is known to me personally/identified to  
by .....  
the later being known to me personally in  
my presence this 2nd day of July 2008

*Rashid Hamoud*

SIGNATURE.....

POSTAL ADDRESS.....

QUALIFICATION.....



SEALED with the common seal of the said  
**FRANKOFONE TANZANIA LIMITED**  
And DELIVERED in our presence this 2nd  
Day of July 2008

SIGNATURE:.....

POSTAL ADDRESS:.....

QUALIFICATION.....

*KUMAR VINODRAJ PUJARA*  
*6179 TANGA*

**DHITEN JAYANTILAL BORIKHATARIA**  
SIGNATURE.....

POSTAL ADDRESS:.....

QUALIFICATION:.....

CERTIFIED TRUE COPY OF THE ORIGINAL  
*[Signature]*  
ADVOCATE




*7/1/09*

Stamp Duty Paid  
 Tax 40,000/-  
 Value No. 32862271  
 27/6/08

Stamp Duty Paid  
 Tax 5000/-  
 Value No. 32231380  
 27/6/08

IN EXERCISE OF THE POWER VESTED  
 IN ME UNDER SECTION 37 OF THE  
 LAND ACT 1992  
 I, CHEYO P. NKELEGE  
 AT [ ] IN THE DISTRICT OF REBY  
 APPOINTED  
 AUTHORIZED LAND OFFICER  
 DATE 19/9/2008

FILED DOCUMENT No. 24056  
 REGISTERED ON  
 26-09-2008  
 at 1:00 Pm  
 [Signature]  
 Asst. Registrar of Titles



Stamp Duty Shs. 200/- Paid  
 and Revenue Receipt No. 32862271  
 of 27-06-08 issued.  
 [Signature]  
 Asst. Registrar of Titles

Stamp Duty Shs. 40,000/- Paid  
 on Original Revenue Receipt No.  
 32862271 of 27-06-08  
 [Signature]  
 Asst. Registrar of Titles

CERTIFIED TRUE COPY  
 OF THE ORIGINAL

[Signature]  
 ADVOCATE  
 27/6/08

A. J. AKARO  
 ADVOCATE  
 Notary Public &  
 Commissioner  
 for Oaths  
 P.O. Box 1294 TANGA

**NOTIFICATION OF DISPOSITION**  
(Under Section 36)

**PLOT NO. 133 GOFU CHINI INDUSTRIAL AREA TANGA CITY**

**TO AUTHORIZED LAND OFFICER,**

I, **RASHID AHMED HAMOUD** of P. Box 5478, Tanga **HEREBY NOTIFY** you of the disposition which is intended to be made in favour of **FRANKOFONE TANZANIA LIMITED** of P. O. Box 6179, Tanga. in respect of a right of Occupancy registered under the above reference.

I, **HEREBY** present the following particulars:

1. Nature of disposition: **transfer**
2. Particulars of Transferee; **FRANKOFONE TANZANIA LIMITED** of P. O. Box 6179, Tanga.
3. Enclosure, **Transfer Deed** and **C.T.NO. 12243**

Date 2nd July 2008

Mead  


Hamoud  
Applicant

[Signature]

**AUTHORIZED LAND OFFICER**

Date 19/9/2008 Place TANGA

**AUTHORIZED LAND OFFICER**  
**TANGA CITY COUNCIL**

**CERTIFIED TRUE COPY**  
**OF THE ORIGINAL**  
[Signature]  
**ADVOCATE**

7/1/09

**A. J. AKARO**  
**ADVOCATE**  
 Notary Public & Commissioner for Oaths  
 P.O. Box 1294 TANGA

**APPLICATION FOR APPROVAL OF DISPOSITION  
(Under Section 39)**

**PLOT NO. 133 BLOCK GOFU CHINI INDUSTRIAL AREA TANGA CITY**

I, **RASHID AHMED HAMOUD** of P. Box 5478, Tanga **HEREBY APPLY** for **APPROVAL** of the disposition of a right of Occupancy registered under the above reference. On the..... Day of.....2008.

*Rashid Hamoud*  
19/9/2008

I, **HEREBY** present the following particulars

- 1. Nature of disposition: **transfer.**
  - 2. Particulars of Transferee, **FRANKOFONE TANZANIA LIMITED** of P. O. Box 6179, Tanga.
  - 3. The following documents are enclosure: **Transfer Deed.**
- Date... 22nd July 2008

*M. A. Hamoud*  


*Rashid Hamoud*  
Applicant


For Official Use Only

- (a) Approved/refused
- (b) Remarks.....

*Rashid Hamoud*  
 AUTHORIZED LAND OFFICER  
 Date..... 19/9/2008

Served upon Me/us

**TANGA CITY COUNCIL**  
 AUTHORIZED LAND OFFICER  
 Signature of Applicant  
 Date.....

CERTIFIED TRUE COPY OF THE ORIGINAL  
  
*J. Akaro*  
 ADVOCATE  
*Holey*

TANZANIA

Land Form 51

# CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*

Date of Issue:

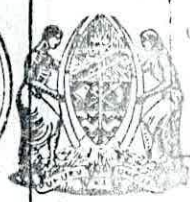
Title Number: 12243 LAND REGISTRY, MOSHI

Land Office Number: 144973

Land: PLOT NO. 133 GOFU CHINI TANGA MUNICIPALITY:

Term: NINETY NINE YEARS:

TITLE No. 12243  
 REGISTERED ON  
17th 8th 1996  
8000/-  
*Mwalikw*  
 Asst. Registrar of Titles



Stamp Duty Shs. 100/= Paid  
 and Revenue Receipt No. 912001  
 of 21-6-95 Issued No. 144973  
*Mwalikw*  
 Asst. Registrar of Titles

Stamp Duty Shs. 710/= Paid  
 on Original Revenue Receipt No. 912001 of 21-6-95  
*Mwalikw*  
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

**CERTIFICATE OF OCCUPANCY**

(Section 9 of the Land Ordinance)

The 4th day of October One thousand  
 nine hundred and ninety five

TITLE No. 12243 LAND REGISTRY, MOCHI

THIS IS TO CERTIFY that ABDALLAH MOHMED ABDALLAH of BOX 767, TANGA,

(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as joint tenants/as tenants in common in equal shares for a term of ninety nine years from the first day of

July One thousand nine hundred and ninety three according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:—

1. The Occupier having paid rent up to the thirtieth day of June, 1994, shall thereafter pay rent of fifteen thousand (shs. 15000/=) shillings a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2003, 2013 and 2023 or within three years thereafter in each case.

*Pmm/Lo*

2. The Occupier shall:—

- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Tanga Municipal Council (hereinafter called "the Authority");
- (ii) By the thirty first day of December, 1993, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1996;
- (v) At all times during the term after the thirtieth day of June 1996, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinafter provided;

(vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3.-(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

(a) a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

(b) a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or their employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinafter provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

(i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;

(ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;

(iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

The Occupier shall further:—

(i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;

(ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;

(iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer and Health.

7. USES: Only one main building together with the usual and necessary outbuildings shall be erected on the land and the same shall be used for industrial purposes only use Group 'M' use class (c) sub-class (b) and (c) as defined in the Town and Country Planning (Use classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in public interest.

TANGA

MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

Locality INDUSTRIAL AREA

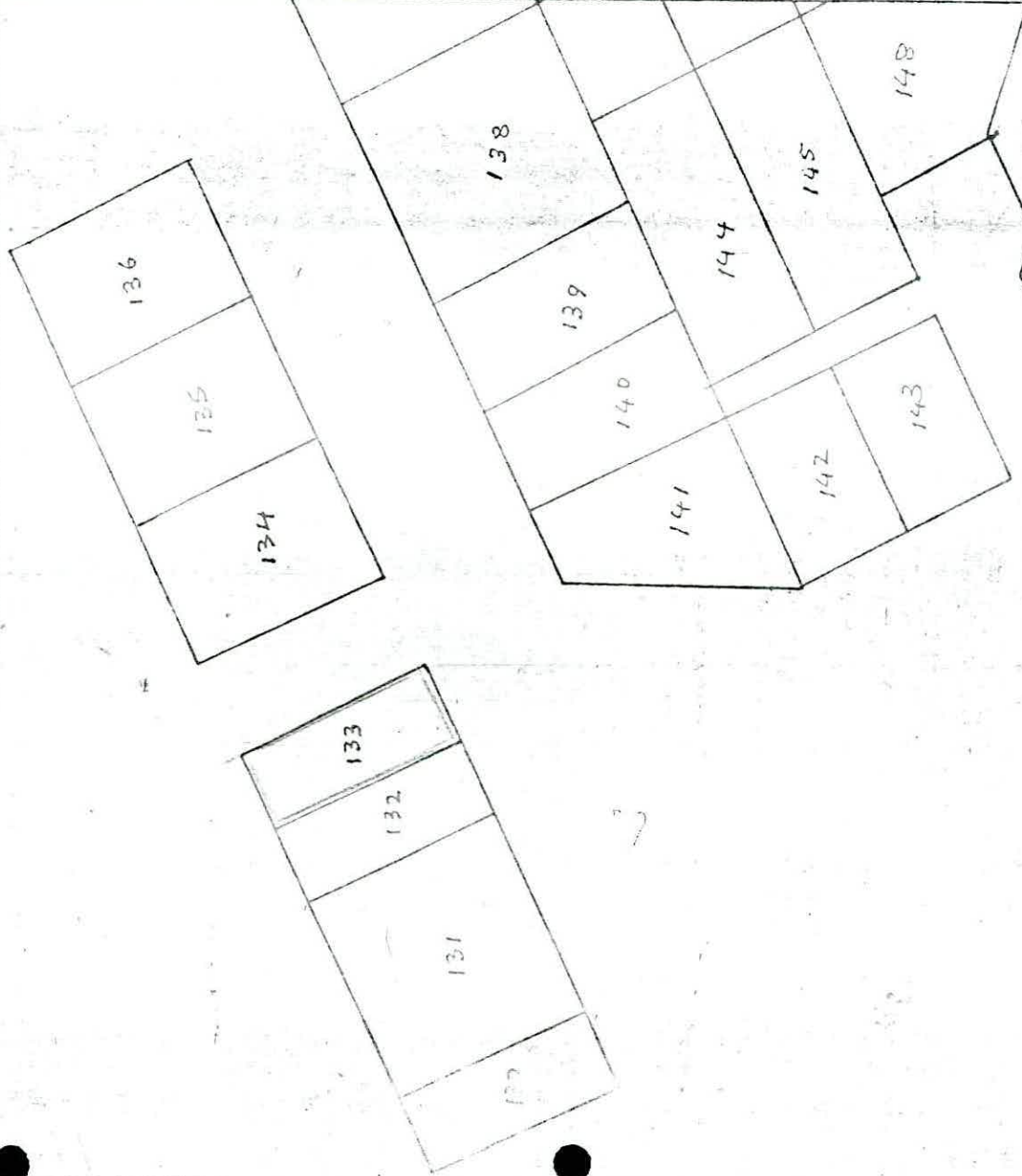
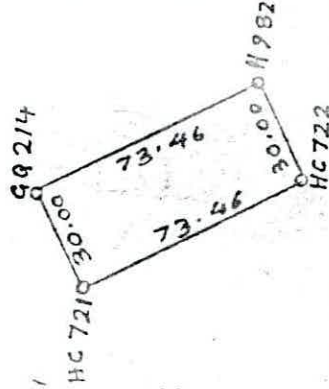
Block

GOFU CHINI

Plot No 133

L.O. No 144973

Area 22074 Sq m



Prepared by  
 No. 261/4  
 Land Registrar

with Reg. plan  
 for the purposes of the  
 Land Registration Act

20-6-95

Director  
 Deput. Dir. Gen. of Lands  
 Ministry of Lands  
 and Survey

The issue of this plan is subject to the provisions of the Land Registration Act, 1962.

**SCHEDULE**

ALL that land known as Plot No. 133 Gofu, Tanga Municipality measuring two thousand two hundred and four (2204) square meters for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 26114 deposited at the Office of the Commissioner for Lands and Mapping at Dar es Salaam.

Director

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*[Handwritten Signature]*

COMMISSIONER FOR LANDS

I the within-named ABDALLAH MOHAMED ABDALLAH hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
ABDALLAH MOHAMED ABDALLAH who is )  
known to me personally/identified )  
to me by *MICHAEL MARYA* )  
the latter being known to me )  
personally in my presence this )

*27th* day of *June*  
1995

Signature: *[Handwritten Signature]*  
Postal Address: *Box 977 Tanga*  
Qualification: *Resident Nbs*

MAGISTRATE

LAND REGISTRY, MOSHI  
TRANSFER

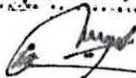
Filed Document No. 22465

Date of registration 8-1-2008 time 10:00 A.M.

To RASHID AHMED HAMOUD

of P.O. BOX 5478, TANGA.

(cons. Tshs. 4,000,000/2)



Asst. Registrar of Titles

LAND REGISTRY, MOSHI  
TRANSFER


Filed Document No. 24056

Date of registration 26-09-2008 time 1:00 P.M.

FRANKOFONE TANZANIA LIMITED

of P.O. Box 6179, TANGA.

(cons. Tshs. 4,000,000/2)



Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HUMAN SETTLEMENT DEVELOPMENT

Telephone No. 2753210

LAND REGISTRY,  
P.O. Box 190,  
MOSHI.

Ref. No. LR/MS/T/12243/15

26<sup>th</sup> SEPT 2008

REGISTERED POST

Sir/Gentlemen/Madam.

RE: TRANSFER OF RIO C.T. NO. 12243  
L.O. NO. 144973 PLOT NO. 133 GOFU  
CHANI TANGA MUN.

I have the honour to refer your letter No. ....  
..... dated ..... and enclosure thereto.

I return herewith Certificate of Titles Nos: 12243  
above mentioned DEED having been registered  
again the Title under F.D. Nos. 24056 on 26-9-2008

May official receipt No: ..... for Shs. ....  
..... is enclosed herewith/has already been dispatched to you.  
Please acknowledge receipt of the enclosures thereto.

I have the honour to be  
Sir/Gentlemen  
Your Obedient Servant

 J. J. Mkyai

.....  
ASSISTANT REGISTRAR OF TITLES MOSHI.

ENCLOSURES:

- 1) C.T. No. 12243
- 2) COPY OF TRANSFER

TO: FRANKOFONE TANZANIA LIMITED  
P.O. BOX 6179  
TANGA

c.c. MUNICIPAL LAND OFFICER  
P.O. BOX 178  
TANGA

# TRANSFER OF A RIGHT OF OCCUPANCY

PLOT NO. 133 INDUSTRIAL AREA GOFU CHINI TANGA CITY

C.T. NO. 12243

IN CONSIDERATION of Tanzania shillings Four million (4,000,000/=) only I, RASHID AHMED HAMOUD of P. Box 5478, Tanga HEREBY Transfer to FRANKOFONE TANZANIA LIMITED of P. O. Box 6179, Tanga. the Right of Occupancy Registered under the reference.

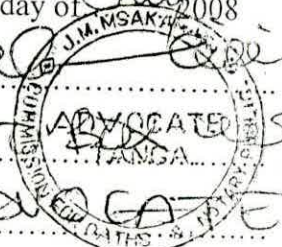
AND We, FRANKOFONE TANZANIA LIMITED hereby apply to be registered as the Owner and Occupier of the Said Right of Occupancy.

SIGNED and DELIVERED by the said  
RASHID AHMED HAMOUD  
who is known to me personally/identified to  
by .....  
the later being known to me personally in  
my presence this. 2nd day of July 2008

*Hamoud*



SIGNATURE.....  
POSTAL ADDRESS.....  
QUALIFICATION.....



SEALED with the common seal of the said  
FRANKOFONE TANZANIA LIMITED  
And DELIVERED in our presence this 2nd  
Day of July 2008

KUMAR VINODRAH PUJARA

SIGNATURE.....  
POSTAL ADDRESS: 6179 TANGA  
QUALIFICATION: DIRECTOR


DHITEN JAYANTILAL BORIKIATARIA  
SIGNATURE.....  
POSTAL ADDRESS: 6179 TANGA  
QUALIFICATION: DIRECTOR

Stamp Duty 40,000/-  
Original Revenue Receipt No. 32862271  
of 27/6/08

Stamp Duty 5000/-  
Original Revenue Receipt No. 32231380  
of 27/6/08

IN EXERCISE OF THE POWER VESTED  
IN ME UNDER SECTION 37 OF THE  
LAND ACT 1999  
*CHEYO P. NKELEGE*  
LAND OFFICER  
*[Signature]*  
AUTHORISED LAND OFFICER  
DATE 19/9/2008

FILED DOCUMENT No. 24056  
REGISTERED ON  
26-09-2008  
at 1:00 Pm  
*[Signature]*  
Asst. Registrar of Titles



Stamp Duty Shs. 200/- Paid  
and Revenue Receipt No. 32862271  
of 27-06-08 issued.  
*[Signature]*  
Asst. Registrar of Titles

Stamp Duty Shs. 40,000/- Paid  
on Original Revenue Receipt No.  
32862271 of 27-06-08  
*[Signature]*  
Asst. Registrar of Titles

TANZANIA



Certificate of Incorporation

Section 15

No 66050

*I, A. K. Nyamungu, Advocate,  
Notary Public & Commissioner  
for Oaths hereby certify that this  
is a true copy of the original.  
Certified at Dar es Salaam  
this 12<sup>th</sup> day of June 2002*

I HEREBY CERTIFY THAT

**FRANKOFONE (TZ) 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 12TH day of **JUNE**

**TWO THOUSAND AND EIGHT**

Assist. Registrar of Companies

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
FRANKOFONE (TZ) LIMITED .

Incorporated this.....day of..... 2008

DRAWN BY:

DHITEN J. BORKHATARIA  
(SUBSCRIBER),  
P.O. BOX 6179  
TANGA.

THE UNITED REPUBLIC OF TANZANIA



Certificate of Incorporation

No \_\_\_\_\_

I hereby certify that

**FRANKOFONE (TZ) LIMITED**

is this day incorporated under the Companies

Act, 2002 and that Company is Limited.

GIVEN under my hand at Dar es Salaam

this.....day of .....Two

Thousand and Eight

.....  
Asst. Registrar of Companies

TANZANIA

Stamp Duty Shs. 5,000/-

PAID ON ORIGINAL

Receipt No: 5498/2011

Stamp Duty Officer

THE COMPANIES ACT 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
FRANKOFONE (TZ) LIMITED

TANZANIA

Stamp Duty Shs. 5,000/-

Receipt No: 5498/2011

ASST. REG. STR.

1. The name of the Company is "FRANKOFONE (TZ) LIMITED".
2. The registered office of the company will be situated in the United Republic of Tanzania.
3. The objectives for which the Company is established are: -
  - a) To carry on the business of manufacturing and bottling of alcohol Beverage, Selling and buying of alcohol beverages, importation, Exportation and selling of wine and spirits. Improve, treat, preserver, fine aerated, mineralizes, bottle, can and otherwise deal in minerals, aerated water juice and other liquids of every descriptions.
  - b) To carry on the business of general supplies, agents, provide Customs clearance services to companies, individual, government, institutions and clearing and forwarding and other bodies corporate or unincorporated, general carries and transporters of goods, and passengers and to construct, equip, let out on hire, commission agents or otherwise and trade in any part of the world with vehicles, vessels or air craft, brokers, sales representatives and any kind of agencies.
  - c) To carry on business of proprietors and/or hirers of trucks, lorries, cars, minibuses, buses, self or chauffeur driven for transportation of passengers and goods within Tanzania and/or in the neighboring countries, carry on the business of manufacturers of species, yellow gram, grain and seed merchants and millers of all types of food products.
  - d) To carry on the business of general merchandise of stationeries, office supplies, office equipments, school materials, process blocks, printers rollers, printing ink and any other printing inputs to own schools, nursery schools, primary schools, secondary schools, teachers colleges, production and distribution of all school and office materials.
  - e) To promote, establish and carry on the business of group and individual tour operators, car rental, self driven or chauffeur driven, local and international travel agency, hunting safari, and game reserve, air charter, transporters, carriers of passengers and goods, hires of motor cars motor vans, motor

lorries, motor cycles, motor omnibus, motor boats, air crafts and carriers of any other type of description which can be used to promote the business of tour operators.

- f) To search for ores and minerals, mine, dam, wells construction and carry on generally the business of mining company and to crush, wash, smelt, reduce or otherwise treat and render marketable sell or dispose of the produce of any mines.
- g) To Search for marketing of any products, as marketing consultancy, to make marketing research, advertising and training of marketing, to own road shop promotions, to conduct promotion show and to own mobile Cinema.
- h) To carry on all or any of the business of the manufacturers of and dealers in lime, cement, plasters, whiting, clay, graver, sand, stones, tiles, pipes, pottery, earthenware, chine and builders requisites and conveniences of all kind and as quarry owners builders, general contractors and carries.
- i) To carry on the trade or business of contractors of all computer science and engineering works; Electrical and Computer Engineering works. Buildings and Civil engineering works, mechanical engineering works, to render services as Industrial maintenance contractors, Surveyors, valuers of land, property or any other assets whatsoever.
- j) To acquire, build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, factories, mills, farms, offices, works, roads, railways, engines, walls, fences, banks, dams, canals, sites for the same and to join with any other person in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing.
- k) To carry on the business building, residential house, apartment, building of offices, godown and any related structures for the purpose of renting and /or reselling. Decorations, plumbing, design, architecture planning, drainage, earth moving, landscaping, feasibility studies and general engineering construction
- l) To carry on the business of importers, exporters, provisional merchants, stockiest, wholesalers, retailers, buyers, sellers and dealers in all types of agricultural machinery, implements and equipments, plants and machinery, buses, motor cars, trucks spare parts, tires and tubes, tools and accessories for all types of automotive, motor vehicles and all kinds of industrial project machinery and equipments and industrial supplies, electrical goods, electronic goods, leather goods television sets, video cassettes, telefax, telex and accessories, computers, office equipments, and domestic appliances.

- m) To carry on the business of manufacturing, importers, buyers sellers and dealers in all kinds of wood carvings handicrafts, paintings, live birds, animals, fishes, sea products all kinds of agricultural products, coffee, cotton, seed cakes, millet sisal ropes, grain, green peas, vegetables, fruits, spices and foodstuff animal produce, game products, forest products and all other produce and merchandise.
- n) To carry on business of animal husbandry butchery, poultry, agro mechanics hatchery, pest control and fumigation, flour milling, soap manufacturing, carpentry, forestry, confectioners, manure and artificial fertilizers, exporters of horticulture seeds and seedling, hoteliers and guesthouses.
- o) To carry on the business of wholesale and retails shops of any kind, zoo owner and to inspect quality of any kind of plastic material and protecting environmental pollution.
- p) To cultivate, grow, buy, prepare any kind of fruit such as pineapple, orange, lime, lemon, grapefruit, passion fruit, guava and all types of fruits and vegetables and to dispose of, sell and deal in any such product either in its raw form or its processed form.
- q) To plant, grow, import, manufacture, sell and deal in fruits and/or vegetables in the form of juices, concentrates, nectars, pulps, piece/and or slices, jams, marmalades, pickles, chutney, oil, animal and poultry feeds.
- r) To manufacture, buy, sell, improve, treat, preserve, fine aerate, mineralizes, bottle, can and otherwise deal in mineral, aerated waters, juice and other liquids of every description.
- s) To sink wells, and shafts, and to make, build and construct, lay down, acquire and maintain factories, engines, machinery, tramways, docks, plant and appliances and to execute and to do all other works and things necessary or convenient for working, obtaining, storing, treating, preserving, fining, mineralizing bottling, canning and discharging any such fruit products or otherwise for the propose of the company.
- t) To carry on the business or trade and deal in the export of all wild like bird, live animals, live game and generally any kind of pets for sale and export within the country, neighboring countries and other foreign countries and improve prepare for export, import, deal and trade in carvings, paintings, curios, game skins potters, leather and leather goods, clothes batiks, wattle barks, cooking oils, charcoal, corn flower, clothes, cheese, and commodities from by-products of milk.
- u) To carry on and deal in the business of pharmaceuticals, medical preparation chemicals, Animal feeds, manufacturing, making and assembling, of machine

equipment, plants, vessels, devices of all descriptions using modern technology appropriate and applicable.

- v) To engage in, conduct in and between any and all the regions and districts in Tanzania neighboring countries and other foreign countries as agents or otherwise, the business of General trucking, forwarding, cartage, storage, warehousing, consolidating distributing Warfare, constructing loading, unloading and stevedore business and to conduct as general brokerage commission and customs house, brokerage service business and to handle and forward for transportation by air, highway, water and rail, road between cities, towns, villages and other places in various parts of the world person, bills, notes, packages, merchandise, luggage, goods, wares, parcels and other movable and personal property over and on such lines and routes as ay from time to time exist and generally to act as agents for land and estate, brokers, chatterers, auctioneers, clearing and forwarding agency in all its respective branches.
- w) To carry on the business of importers, exporters, manufacturers and dealers in stores and warehouse of pharmaceuticals and all or any other commodities and things which may be conveniently used or manufactured in conjunction with any of the above or similar business of manufacturers or which shall be capable of being used for the purpose of any business herein mentioned or likely to be required by customers or any business.
- x) To carry on the business as bakers and manufactures of and dealers in bread, flour, Biscuits confectionery, juice, squash, packing and farinaceous compounds and materials of every description and to construct, acquire, hire, hold, work, let and sell, mills, factories bake houses, shops, buildings, machinery and appliances suitable for such Baking manufacturing and dealing.
- y) To construct steamships, ships, trawlers, catchers, carriers, drifters fishing boats, boat or other vessels whatsoever, slaughterhouses, cold storage premises, warehouses, sheds and other building requisite useful for the business of the company.
- z) To carry on the business of petrol service station and deal in petrol, diesel, oil, kerosene, mineral oil, Crude oil, lubricating oil, grease and/or fuel oil of all kinds and all other kind of mineral and petroleum products as importers, dealer of distributors and servicing and repairing of vehicles of all types generally.
- aa) To carry on the business of motor vehicle garage and repairing and servicing of all types of vehicles and machinery and the business as dealers, wholesalers, retailers, distributors, agents, importers and exporters of hardware, motor vehicles, bicycles and its spares, agriculture and industrial

machinery and spares, electrical machinery, accessories and spares of all kinds.

- bb) To acquire, take-over, promote, establish and carry on all or any of the business of seed crushers and manufactures and processors of Soya beans, linseeds, cottonseeds, groundnuts, simsim, sunflowers and any other seeds and cakes, oil extractors by crushing, chemicals or any other process from the a fore-mentioned plants or other natural and oil substance and to prepare, manufacture, mill and render marketable any such oil and to sell, dispose of and deal in any such oil either in its prepared, manufactured or raw state.
- cc) To carry on the business of imports of motor vehicles, spare parts, electrical goods of various kinds, machinery, computers, calculators, metals, refrigerators, air-conditioners, cookers, textiles, building materials, industrial gingery spares, agricultural machinery, etc.
- dd) To enter into (partnership or into) any arrangements for sharing profits, union or interests, co-operation, joint venture, reciprocal, concession, or otherwise with any persons, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which this company is authorized to carry on, or engage in or any business or transaction which company is authorized to carry on, or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this company and to lend money to, guarantee the contracts of, or otherwise assist, any such person, firm of company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, reissue with or without guarantee, or otherwise deal with the same.
- ee) To produce the registration of the company in the laws of any place out side Tanzania.
- ff) To carry on the business of selling, distribution of all products of any description, printers and Publishers, periodicals, maps, guides, news paper sellers, foreign correspondents and advertising Agents, exporters and importers and to by, sell, hire, manufacturer, barter trade and deal in property goods, produce articles and merchandise of all kinds and to transact and every description of agency commission commercial, industrial manufacturers, mercantile, insurance and financial business and manufacturers representatives, consultancy services.
- gg) To draw, make, accept, endorse, discount, negotiate, execute and issue, buy, sell and deal in bills of exchange, promissory notes and other negotiable or transferable instruments, amalgamate or enter into partnership or any joint venture or profit sharing arrangement with, and to co- operative in any way with or assist or subsidize any company, firm or person.

- hh) To promote or concur in the promotion of any company, the promotion of which shall be Considered desirable, to lend money to and guarantee the performance of the contracts, or obligations of and the payment and repayment of the capital and principal of, and divides, interest or premiums payable on any stock, shares and securities of any company, firm, or person, whether having objects similar to those of this company or not, and to give all kinds of indemnities
- ii) To sell, lease, grant licenses, easements and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the company or any part There of for such consideration as may thought fit and, in particular, for stock, shares or securities of any other company, whether fully or partly paid up.
- jj) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or other and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by, or incidental to, the ownership thereof.
- kk) To issue debentures, debenture stock, bonds, obligations and securities of all kinds and to frame constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust deed or otherwise on the undertaking of the company or upon any specific property and rights, present and future, of the company (including, if thought fit, uncalled capital) or otherwise howsoever.
- ll) To carry on the business of meal manufacturers, grain, seed, cake, corn, hay-straw and Fodder merchants, varnish and paint makers, candle and stearin makers and Manufacturers of lard and margarine hydrogenated oils, glycerin and inks of all kinds.
- mm) To carry on the business of manufacturers and distributors of cattle, poultry feed and feeding and fattening preparation of every description, makers and manufacturers of artificial manure and fertilizers of every description, manufacturers of soaps of all kinds and be wholesalers and retail dealers thereof, flax, cotton oil, cake, corn, merchants and any branch or subsidiary business commonly carried in connection therewith and to carry on the business as agents, consultants or representatives of overseas or local manufacturers, industrialists or other like organization in any type of goods, products or commodities.

- nn) To transact any and every description of agency, commission, commercial, industrial, manufacturing, mercantile and financial business, and to carry on the business of clearing and forwarding agents, shipping agents, commission agents, customs agents, provisional merchants, stockiest, importers, retail's and wholesalers, transporters of passengers and goods, motorcars, omnibuses and coach proprietors and carriers, boat owners, ship owners, amusement carriers and job masters.
- oo) To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying on any business which the company is authorized to carry on, or possess property suitable for the purpose of this company.
- pp) To invest and deal with moneys of the company not immediately required upon each security and in such manner as may from time to time be determined.
- qq) To purchase, lease, or otherwise acquire, and to hold, sell, improve, develop, exchange, mortgage or otherwise dispose of any lands, buildings, machinery or plants, mills, factories, warehouses or any here determents.
- rr) To adopt means of making known the products of the company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works, art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- ss) To enter into arrangements with any Government or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons having objects that may seem conducive to the companies objects or any of them, and to obtain from any such government. Authority, corporation, company or person, any charters, contracts, decrees, rights, privileges and concessions which the company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights privileges and concessions.
- tt) To promote any other company for the purpose of acquiring all or any of the property, and undertaking, or any of the liabilities of this company, or of undertaking any business or operation which may appear likely to assist or benefit this company, or to enhance the value of the property or business of this company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of each company as aforesaid.
- uu) To lend and advance money or give credit to such persons, firm or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the company, and to give

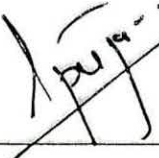
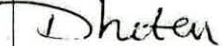
guarantee to become surety for any persons, firms or companies for the due payment of money for the performance of any obligations or liabilities.

- vv) To receive money or deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock (Perpetual or otherwise) and to secure the repayment of money borrowed, raised or owing by mortgage) charge or lien upon all or any of the property or assets of the company (both present and future) including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- ww) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

The word "COMPANY" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated, or unincorporated, and whether domiciled in East Africa or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except otherwise expressed in such paragraph be independent main objects and shall in no wise be limited or restricted by a reference to or inference from the terms of any other paragraph or the name of the Company

- 4. The liability of the member is limited.
- 5. The initial capital of the Company is Tshs. 20,000,000/= divided into 100 shares of shillings 200,000/= each and the Company shall have the power to divide the original or any increase capital into several classes and to attach there to any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

We the several 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 apposite our respective names:

NAME, ADDRESS AND DESCRIPTIONS OF SUBSCRIBER	NUMBER OF SHARES TAKEN	SIGNATURE
1. MR. KUMAR VINODRAI PUJARA P.O. BOX 6179 TANGA	99	
2. MR. DHITEN JAYANTILAL BORKHATARIA P.O. BOX 6179 TANGA	1	

DATED at Dar es Salaam this 11<sup>th</sup> day of JUNE, 2008

Witness to the above signatures:

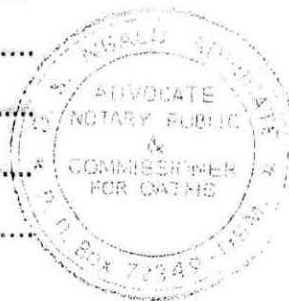
Name: .....

Signature:  .....

Postal Address: .....

P.O. Box 72347  
DAR ES SALAAM  
TANZANIA

Qualifications: .....

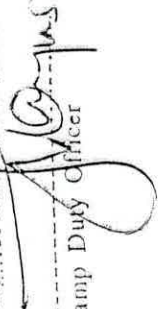


TANZANIA

Stamp Duty Shs. 5000/-  
PAID ON ORIGINAL

Receipt No. 3219824.11/6/08

Stamp Duty Officer



THE COMPANIES ACT, 2002  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
FRANKOFONE (TZ) LIMITED

TANZANIA

Stamp Duty Shs. 2,500/-

Receipt No. 3219824.11/6/08

Asst. Registrar of Companies



**INTERPRETATION**

1. In these articles:-

"The Act" means the Companies Act;

"The articles" means the articles of the company;

"Clear days" in relation to the period of a notice means that period excluding the day where the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"The seal" means any person appointed to perform the duties or the secretary of the company.

"Secretary" shall mean any person appointed to perform the duties of Secretary of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these articles become binding on the company.

**MEMBERS**

2. The number of members with which the company proposes to be registered is two but the directors may from time to time register as increase of members.
3. The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.
4. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall

elapse between the date of one annual general meeting of the company and that of the next.

Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the directors shall appoint.

5. All general meetings other than annual general meetings shall be called extraordinary general meetings.
6. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitions, as provided by section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the directors.

#### NOTICE OF GENERAL MEETINGS

7. Every general meeting shall be called by twenty one clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it so agreed:-

- (a). In the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
  - (b). In the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representation not less than ninety five percent of the total voting rights at that meeting of all the members.
8. Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non receipt to notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
10. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall be a quorum.
11. If within half an hour from the time appointed for the meeting quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.
12. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their members to be chairman of the meeting and, if there is only one director and willing to act, he shall be chairman.
13. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be a chairman of the meeting.
14. 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 which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. 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.

15. 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 (before or on the declaration of the result of the show of hands demands:-
- (a). by the chairman; or
  - (b). by a least (three) members present in person or by proxy; or
  - (c) by any member or members present in person or by proxy and representing not less than one – tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

*The demand for a poll may, before the poll is taken, be withdrawn.*

16. Except as provided in article 18, if a poll is duly demand it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demand.
17. In the case of an equality of votes, whether on a shoe of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
18. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll.
19. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and consist of several instruments in the like form each executed by or behalf of one or more member.

#### VOTE OF MEMBER

20. Every member shall have one vote
21. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.

22. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.

23. On a poll votes may be given either personally or by proxy.

24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under sea) or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.

25. The instrument appointing a proxy and the power of attorney of 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 or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

26. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-

".....Limited

I/We ..... of ....., being a member / members of the above - named company, hereby appoint..... of or failing him..... of ....., as my/our proxy to vote for me / us on my/or behalf at the (annual or extraordinary, as the case may be) general meeting of the company to be held on the ..... day of.....200....., and at any adjournment thereof.

Signed this.....day of,..... 200....."

27. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

".....Limited

I/We ..... of..... Being a member / members of the above named company, hereby appoint of..... of ..... or failing him ..... of..... as my/our proxy to vote for me/ us on my/our behalf at the (annual or extraordinary, as the case may be) general

meeting of the company to be held on the ..... day of .....  
200....., and at any adjournment thereof.

Signed.....this.....day of,.....200....."

This form is to be used in favour of / against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

"Strike out which ever is not desire"

28. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
29. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the duly authorized representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at its registered office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### CORPORATIONS ACTING BY REPRESENTATION AT MEETINGS

30. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit so act as its representative at any meeting of the company, and the person so authorized 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

31. The Number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or a majority of them and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of directors shall not subject to any maximum but shall be not less than two.
32. The remuneration of the directors shall from time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be paid all traveling, Hotel and other expenses properly incurred by them in attending and returning from meeting of the directors or any committee or the directors or general meetings of the company or in connection with the business of the company.

33. The following persons shall be first Directors to the Company:-

1. MR. KUMAR VINODRAI PUJARA
2. MR. DHITEN JAYANTILAL BORKHATARIA

#### BORROWING POWERS

34. The director may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright to as security for any debt, liability or obligation of the company or any third party.

#### POWERS AND DUTIES OF DIRECTORS

35. Subject to the provisions of the Act. The memorandum and the articles and so any directors given by special resolution, the directors, who may exercise all the powers of the company, shall manager the business of the company. No alteration of the memorandum of articles and no such directions shall invalidate any prior act of the directors, which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

36. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers

37. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed drawn, accepted, endorsed, or otherwise executed, as they case may be, in such manner as the directors shall from time to time by resolution determine,

38. 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 the names of the directors present at each meeting of the directors and of any committee of the directors;  
(c) of all resolution and proceedings at all meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors.

#### REMUNERATION AND EXPENSES, GRATUITIES AND PENSIONS

39. The remuneration of the directors shall be determined by ordinary resolution of the company and, unless, the resolution provides such remuneration shall be deemed to accrue from day to day. The directors may also be paid all traveling,

hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or any committee of the directors of general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the business of the company

40. The director on behalf of the company may pay a gratuity or pension or allowance on retirement to any director who had any other salaries office or place of profit with the company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provisions of any such gratuity, pension or allowance.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

41. The office directors shall be vacated if the director.
- (a). Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director ; or.
  - (b). Becomes bankrupt or makes any arrangement
  - (c). Becomes of unsound mind; or
  - (d). Resigns his office by notice in writing to the company; or
  - (e). Shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

42. The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or to an additional director.
43. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the total number of directors does not exceed the number fixed by or in accordance with these articles. A director so appointed shall hold office until the next following annual general meeting, and shall then be eligible for re-election
44. The company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages for breach of any service contract with the company.
45. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the powers of the directors under article 85 the company may

by ordinary resolution appoint any person to be a director either to fill a vacancy or as an additional director.

46. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
47. The directors may appoint one of their numbers to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting
48. The directors may delegate any of their powers to any committee consisting of one or more directors; any committees so formed shall in the exercise of the powers so to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceeding of directors so far as they are capable of applying.
49. All act done by a meeting of the directors or a committee of directors or by a person acting as a director shall withstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or hand vacated office, or that were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to vote, be as valid as if every such person had been duly appointed to be a director and was entitled to vote.
50. A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

#### SECRETARY

51. The Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.
52. A provisions of the Act or these articles requiring or authorizing a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of the secretary.

## THE SEAL

53. The seal shall only be used by the authority of the directors or a committee of the directors authorized by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.
54. The directors shall cause proper books of account to be kept with respect to:-
- (a). All sums of money received and expended by the company and the matters in respect to which the receipt and expenditure takes place;
  - (b). All sales and purchase of goods by the company; and
  - (c). The assets and liabilities of the company.

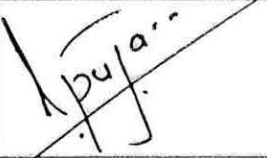

Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and air view of the state of the company's affairs and to explain its transactions.

55. The books of account shall be kept at the registered office or the company, or subject to section 151 (4) of the Act, at such other place or places as the directors think fits, and shall always be open to the inspection of the directors.
56. No number shall (as such) have right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorized by the directories or by ordinary resolution of the company.
57. The directors shall from time to time in accordance with sections 153, 155 and 150 of the Act, cause to be prepared and to be Laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts(if any) and reports as are referred to in those sections.
58. In accordance with section 164 of the Act, the copy of the company's annual accounts to be Laid before the company in general meeting together with a copy of the directors' report and the auditors shall not less than twenty one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person or whose address the company is not aware or to more than one of the joint holders of any debentures.

## AUDIT

59. Auditors shall be appointed and their duties regulated in accordance with section 170 to 179 of the Act.

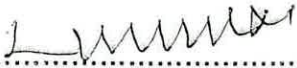
59. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepared envelope addressed to the member at his registered address, or by leaving it at that address. 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 notice, and to have been effected at the expiration of seventy two hours after the letter containing the same was posted. At member whose registered address is not with the Tanzania and who gives to the company an address within the Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

NAME, ADDRESS AND DESCRIPTIONS OF SUBSCRIBER	NUMBER OF SHARES TAKEN	SIGNATURE
1. MR. KUMAR VINODRAI PUJARA P.O. BOX 6179 TANGA	99	
2. MR. DHITEN JAYANTILAL BORKHATARIA P.O. BOX 6179 TANGA	1	

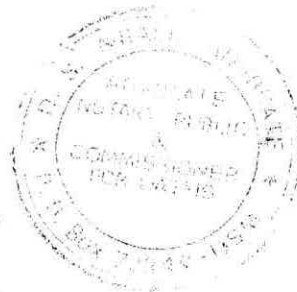
DATED at Dar es Salaam this 11 day of JUNE.....2008

Witness to the above signatures:

Name: .....

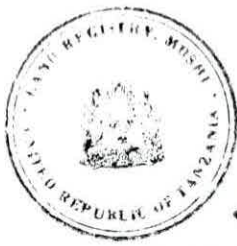
Signature:  .....

Postal Address: DESAI, ALAM, CHAND  
P.O. BOX 72349  
DAR ES SALAAM  
TANZANIA .....



Qualifications: .....

TITLE No. 12243  
REGISTERED ON  
Land Form B 1776  
at C.B.O.D. 9. of  
*Wadhawan*  
Asst. Registrar of Titles



Stamp Duty Shs. 100/= Paid  
and Revenue Receipt No. 912001  
of 21-6-95 issued No. 144073:  
*Wadhawan*  
TRI. NO. 10802:  
Asst. Registrar of Titles

Stamp Duty Shs. 710/= Paid  
an Original Revenue Receipt No.  
912001 of 21-6-95.

# CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The *4<sup>th</sup>* day of *October* One thousand  
nine hundred and ninety five

TITLE No. 12243 LAND REGISTRY, MOSHI

THIS IS TO CERTIFY that ABDALLAH MOHAMED ABDALLAH of BOX 767, TANGA,

(hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as joint tenants/as tenants in common in equal shares for a term of ninety nine years from the first day of

July One thousand nine hundred and ninety three according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:—

1. The Occupier having paid rent up to the thirtieth day of June, 1994, shall thereafter pay rent of *fifteen thousand* (shs. ~~15000~~) *shillings* a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2003, 2013 and 2023 or within three years thereafter in each case.

*Pmm/Lo*

2. The Occupier shall:—
- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Tanga Municipal Council (hereinafter called "the Authority");
  - (ii) By the thirty first day of December, 1993, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
  - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
  - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1996;
  - (v) At all times during the term after the thirtieth day of June 1996, have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;

(vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

~~to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;~~

to a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or their employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

6. The Occupier shall further:—

- (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
- (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer and Health.

7. USER: Only one main building together with the usual and necessary outbuildings shall be erected on the land and the same shall be used for industrial purposes only use Group 'M' use class (c) subject to the following conditions:—

~~7. The President may revoke the Right for good cause and in public interest.~~  
class (b) and (c) as defined in the Town and Country Planning (Use classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in public interest.

**SCHEDULE**

ALL that land known as Plot No.133 Gofu, Tanga Municipality measuring two thousand two hundred and four (2204) ----- square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 26114 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam. Director

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*[Handwritten Signature]*  
**COMMISSIONER FOR LANDS**

G P Dam

I the within-named **ABDALLAH MOHAMED ABDALLAH** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
ABDALLAH MOHAMED ABDALLAH who is )  
known to me personally/identified )  
to me by Michael MABOYE )  
the latter being known to me )  
personally in my presence this )

27th day of June  
1995

Signature:.....*[Handwritten Signature]*.....

Postal Address:.....Box 97 Tanga.....

Qualification:.....Resident Ngorongo.....

LAND REGISTRY, MOSHI

TRANSFER

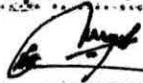
Filed Document No. 22465

Date of registration 8-1-2008 time 10:00 AM

To RASHID AHMED HAMOUD

of P.O. BOX 5478, TANGA.

(cons. Tshs. 4,000,000/=)



Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER

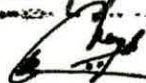
Filed Document No. 24056

Date of registration 26-09-2008 time 1:00 PM

To FRANKOFONE TANZANIA LIMITED

of P.O. BOX 6179, TANGA.

(cons. Tshs. 4,000,000/=)



Asst. Registrar of Titles

TANGA MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

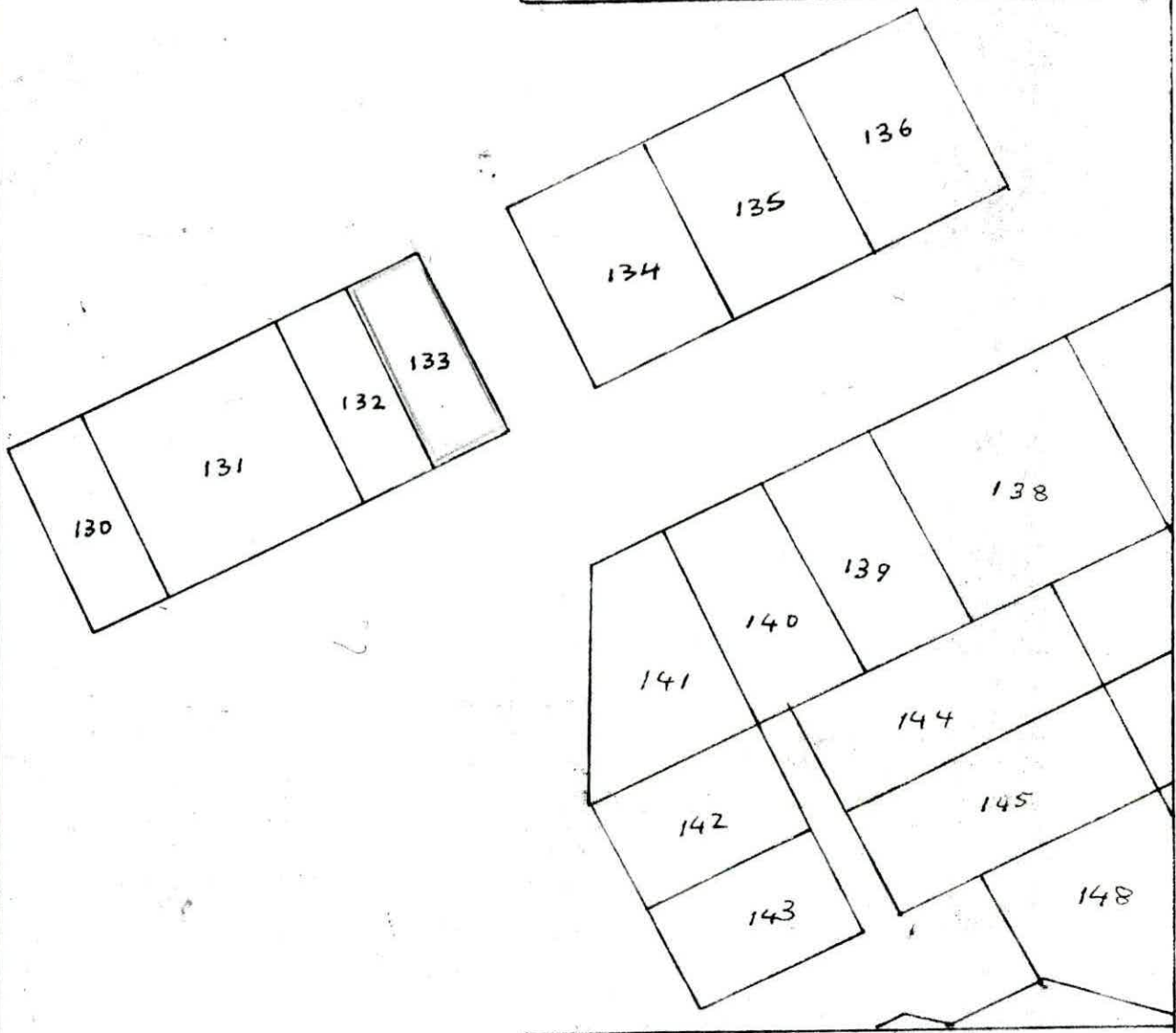
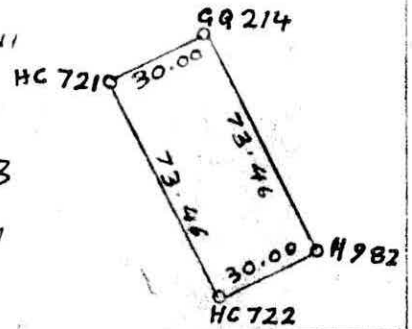
Locality INDUSTRIAL AREA

Block GOFU CHINI

Plot No 133

L.O. No 144973

Area 2204 Sq m



The base of this plan has to be approved by the Surveyor General, Tanganyika.

As per provision in accordance with Reg. 261/14 of the Land Survey Act, 1967 for the purposes of the Land Survey Act, 1967.

26-6-95

Ministry of Land

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HUMAN SETTLEMENT DEVELOPMENT

Telephone No. 2753210

LAND REGISTRY,  
P.O. Box 190,  
MOSHI.

Ref. No. LR/MS/T/12243/15

26<sup>th</sup> SEPT 2008

**REGISTERED POST**

Sir/Gentlemen/Madam.

RE: TRANSFER OF R/O C.T. NO. 12243  
LD. NO. 144973 PLOT NO. 133 GOFU  
CHANI TANGA MUN'

I have the honour to refer your letter No. \_\_\_\_\_  
dated \_\_\_\_\_ and enclosure thereto.

I return herewith Certificate of Titles Nos: 12243  
above mentioned DEED having been registered  
again the Title under F.D. Nos. 24056 on 26-9-2008

May official receipt No: \_\_\_\_\_ for Shs. \_\_\_\_\_  
\_\_\_\_\_ is enclosed herewith/has already been dispatched to you.  
Please acknowledge receipt of the enclosures thereto.

I have the honour to be  
Sir/Gentlemen  
Your Obedient Servant

 J. J. Mkyai

ASSISTANT REGISTRAR OF TITLES MOSHI.

**ENCLOSURES:**

- 1) C.T. No. 12243
- 2) COPY OF TRANSFER

TO: FRANKOFONE TANZANIA LIMITED  
P.O. BOX 6179  
TANGA

c.c. MUNICIPAL LAND OFFICER  
P.O. BOX 178  
TANGA

# TRANSFER OF A RIGHT OF OCCUPANCY

PLOT NO. 133 INDUSTRIAL AREA GOFU CHINI TANGA CITY

C.T. NO. 12243

IN CONSIDERATION of Tanzania shillings Four million (4,000,000/=) only I, **RASHID AHMED HAMOUD** of P. Box 5478, Tanga **HEREBY** Transfer to **FRANKOFONE TANZANIA LIMITED** of P. O. Box 6179, Tanga. the Right of Occupancy Registered under the reference.

AND We, **FRANKOFONE TANZANIA LIMITED** hereby apply to be registered as the Owner and Occupier of the Said Right of Occupancy.

SIGNED and DELIVERED by the said )  
**RASHID AHMED HAMOUD** )  
who is known to me personally/identified to )  
by ..... )  
the later being known to me personally in )  
my presence this 2nd day of July 2008 )

*Hamoud*



SIGNATURE.....  
POSTAL ADDRESS.....  
QUALIFICATION.....



SEALED with the common seal of the said )  
**FRANKOFONE TANZANIA LIMITED** )  
And DELIVERED in our presence this 2nd )  
Day of July 2008 )

SIGNATURE.....  
POSTAL ADDRESS: 6179 TANGA  
QUALIFICATION: DIRECTOR

*KUMAR VINODRAI PUJARA*


SIGNATURE.....  
POSTAL ADDRESS: 6179 TANGA  
QUALIFICATION: DIRECTOR

*DHITEN JAYANTILAL BORILHATARIA*

Stamp Duty Paid  
Taka 40,000/-  
Vide M.V. No. 32862271  
27/6/08

Contract Price Paid  
Taka 5000/-  
Vide M.V. No. 32231380  
27/6/08

IN EXERCISE OF THE POWER VESTED  
IN ME UNDER SECTION 37 OF THE  
LAND AC 1969  
I, CHEYO P. NKELEGE  
ATTORNEY AT LAW, L. REBY  
APP.  
*[Signature]*  
AUTHORISED LAND OFFICER  
DATE 19/9/2008

FILED DOCUMENT No. 24056  
REGISTERED ON  
26-09-2008  
at 1:00 Pm  
*[Signature]*  
Asst. Registrar of Titles  


Stamp Duty Shs. 200/- Paid  
and Revenue Receipt No. 32862271  
of 27-06-08 issued.  
*[Signature]*  
Asst. Registrar of Titles

Stamp Duty Shs. 40,000/- Paid  
on Original Revenue Receipt No.  
32862271 of 27-06-08  
*[Signature]*  
Asst. Registrar of Titles



# 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](mailto:information@tic.co.tz)  
Website: [www.tic.co.tz](http://www.tic.co.tz)

**(Please fill the form in duplicate)**

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 MR. KUMAR VINODRAI PUJARA  
(director/directors/agent of M/S. FRANKOFONE [TZ] LIMITED  
(name of business enterprise) apply for registration of T.I.C. CERTIFICATE  
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 PLOT NO:-133 BLOCK,  
STREET:- GOFU CHINI INDUSTRIAL AREA,  
TOWN:- TANGA CITY, DISTRICT:- TANGA.

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 TANGA, TANZANIA.

4. The Principal Officers of the Company are MR. KUMAR V. PUJARA  
MR. KAMALNAYAN H. RAJYAGOR  
MR. NAGA MOHAN SOSALE.

5. Auditors of the Company are M/S. BAKER TILLY  
DGP & COMPANY P.O. BOX 1314. DAR-ES-SALAAM

6. The authorized share capital of the Company is Tshs./US\$ 20,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ .....

8. The month and day of the financial year end is 31<sup>ST</sup> DECEMBER 2008 .....

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\$

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

I, MR. KUMAR V. PUJARA of Post Office Number 6179, TANGA .....

TANZANIA do solemnly and sincerely declare that I am a director/~~only~~

authorized agent of FRANKOFONE [TZ] 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 22<sup>th</sup> day of DEC } 2008 }

*[Signature]*  
Applicant

Before me:



*[Signature]*  
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: FRANKOFONE [TZ] LIMITED

Certificate of Incorporation Number: 66050 Status: NEW

Certificate of Incorporation Date: 12 TH JUNE 2008

Post Box: 6179

Town: TANGA

Sector: MANUFACTURING

Sub-Sector: MANUFACTURERS OF ALCOHOL PRODUCTS

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan

Project Objectives: BUSINESS / BLENDING / BOTTLING AND PACKING OF ALCOHOL PRODUCTS

Capacity: 1,200,000 LTRS PER MONTH

Employment: Foreign: 9 Local: 130 Total: 139

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: 133 BLOCK

Street: GOFU CHINI INDUSTRIAL AREA District: TANGA Region: TANGA

Shareholders Nationality % MR. KUMAR V. PUJARA TANZANIAN 99% MR. DHITEN J. BERKHARTARIA TANZANIAN 1%

[Redacted area with diagonal line]

**Investment Breakdown** US\$/Tsh=M

Land/Building ..... 400,000.  
Plant ..... 2,010,000.  
Vehicles ..... 254,500.  
Furniture & Fittings ..... 25,000.  
Pre-expenses ..... 120,000.  
Others ..... 50,000.  
Working Capital ..... 500,000.  
**TOTAL** U.S.\$: 3,359,500.

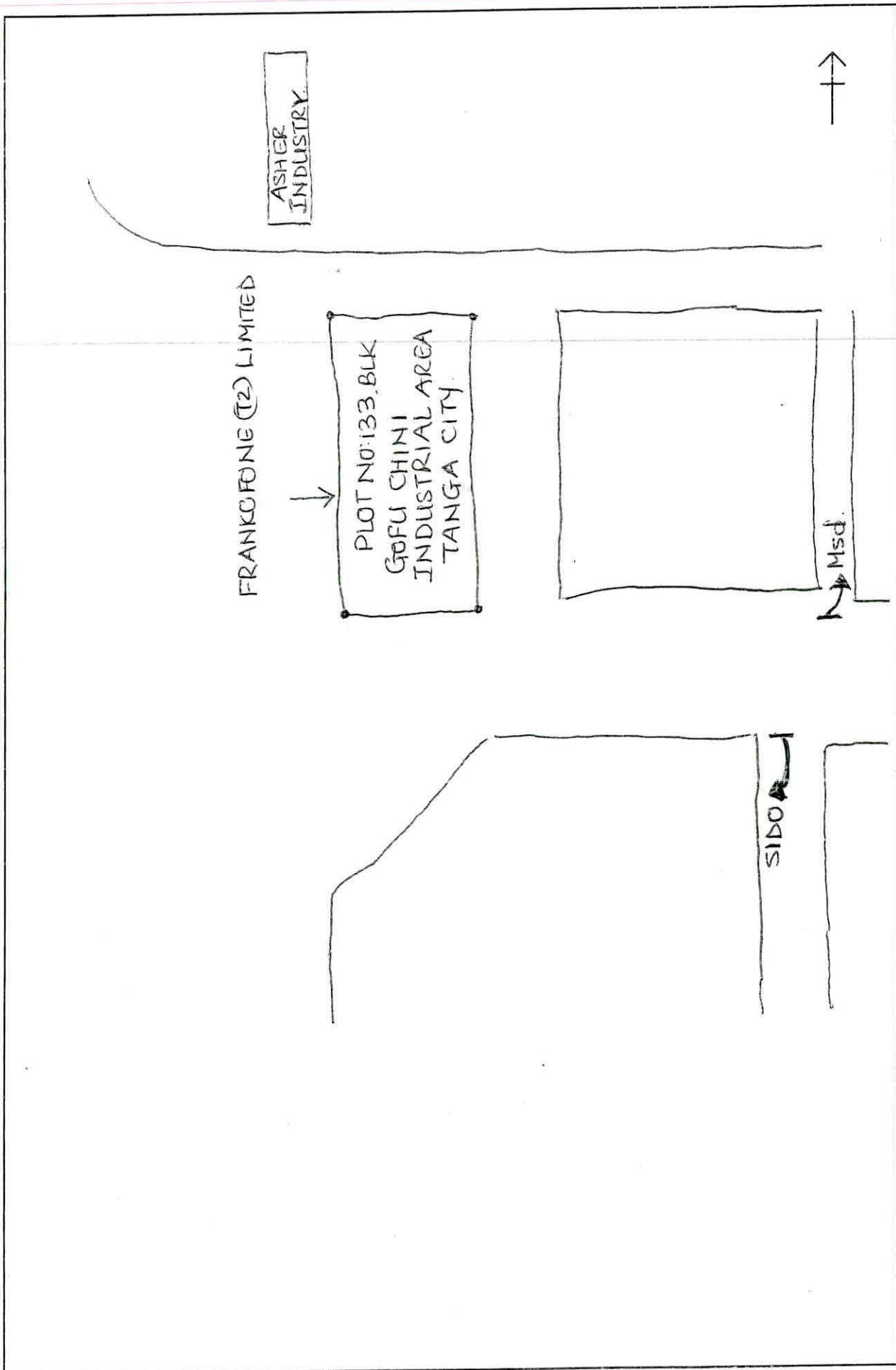
**Contact Details:**

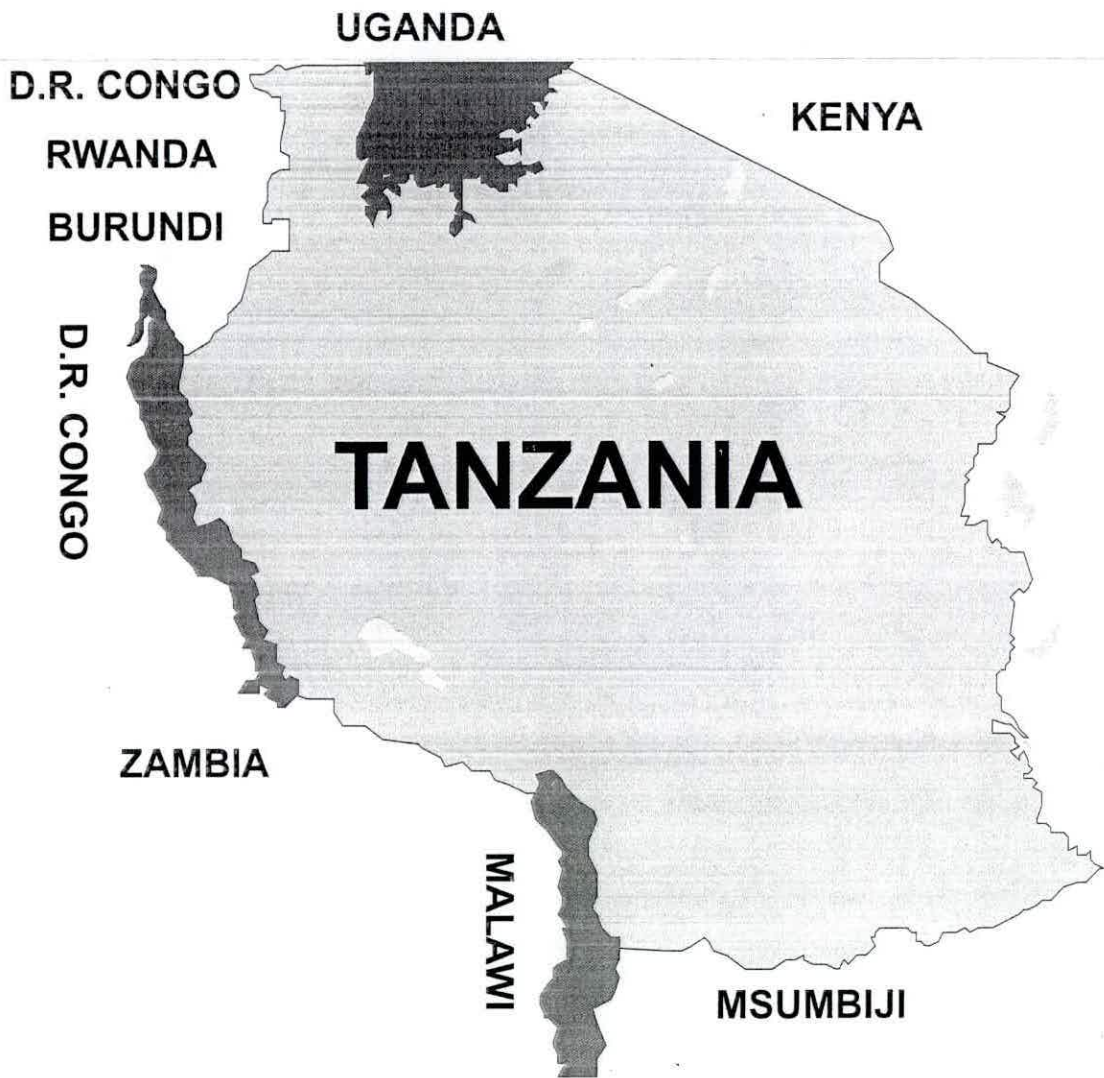
Name: MR. KUMAR V. PUJARA ..... Title: DIRECTOR .....  
Telephone: 0784 800200 ..... Fax: - .....  
Email: - .....

**Payments to be made payable to:**

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

# SKETCH MAP SHOWING PROJECT LOCATION





5191

07801



# **TANZANIA INVESTMENT CENTRE**

## **REGISTRATION FORM**

**FOR**

## **CERTIFICATE OF INCENTIVES**

**(Tanzania Investment Act 1997, Section 17 and 18,  
and the Investment Regulations:  
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9A & B Shaaban Robert Street  
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**(Please fill the form in duplicate)**

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(Made under Regulation 42)

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

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under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
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TOWN:- TANGA CITY, DISTRICT:- TANGA.  
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  - (ii) Certificate of Incorporation/Registration
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MR. KAMALNAYAN H. RAJYAGOR.  
MR. NAGA MOHAN SOSALE.
5. Auditors of the Company are M/S. BAKER TILLY.  
DGP & COMPANY. P.O. BOX 1314. DAR-ES-SALAAM.
6. The authorized share capital of the Company is Tshs./US\$ 20,000,000/=

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ .....

8. The month and day of the financial year end is ..... **31<sup>ST</sup> DECEMBER 2008** .....

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\$

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

I, **MR. KUMAR V. PUJARA** of Post Office Number **6179, TANGA** .....

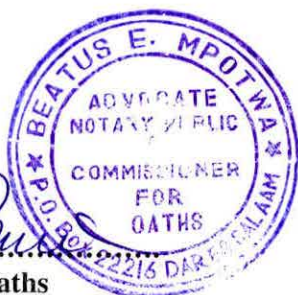
**TANZANIA** do solemnly and sincerely declare that I am a director/~~only~~ authorized agent of **FRANKOFONE [TZ] LIMITED** .....

**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 **22<sup>th</sup>** day of **DEC** } 2008 }

**Applicant**

Before me:



.....  
Commissioner for Oaths

APPLICATION SUMMARY

Company Name: FRANKOFONE [TZ] LIMITED

Certificate of Incorporation Number: 66050 Status: NEW

Certificate of Incorporation Date: 12 TH JUNE 2008

Post Box: 6179

Town: TANGA

Sector: MANUFACTURING Sub-Sector: MANUFACTURERS OF ALCOHOL PRODUCTS

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan

Project Objectives: BUSINESS / BLENDING / BOTTLING AND PACKING OF ALCOHOL PRODUCTS

Capacity: 1,200,000 LTRS PER MONTH

Employment: Foreign: 9 Local: 130 Total: 139

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: 133 BLOCK

Street: GOFU CHINI INDUSTRIAL AREA District: TANGA Region: TANGA

Shareholders Nationality % MR. KUMAR V. PUJARA TANZANIAN 99%

MR. DHITEN J. BORKHARTARIA TANZANIAN 1%

[Redacted area with diagonal line]

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

Land/Building	..... 400,000. ....
Plant	..... 2,010,000. ....
Vehicles	..... 254,500. ....
Furniture & Fittings	..... 25,000. ....
Pre-expenses	..... 120,000. ....
Others	..... 50,000. ....
Working Capital	..... 500,000. ....
<b>TOTAL</b>	<b>US\$:</b> ..... 3,359,500. ....

**Contact Details:**

Name: MR. KUMAR V. PUJARA ..... Title: DIRECTOR .....

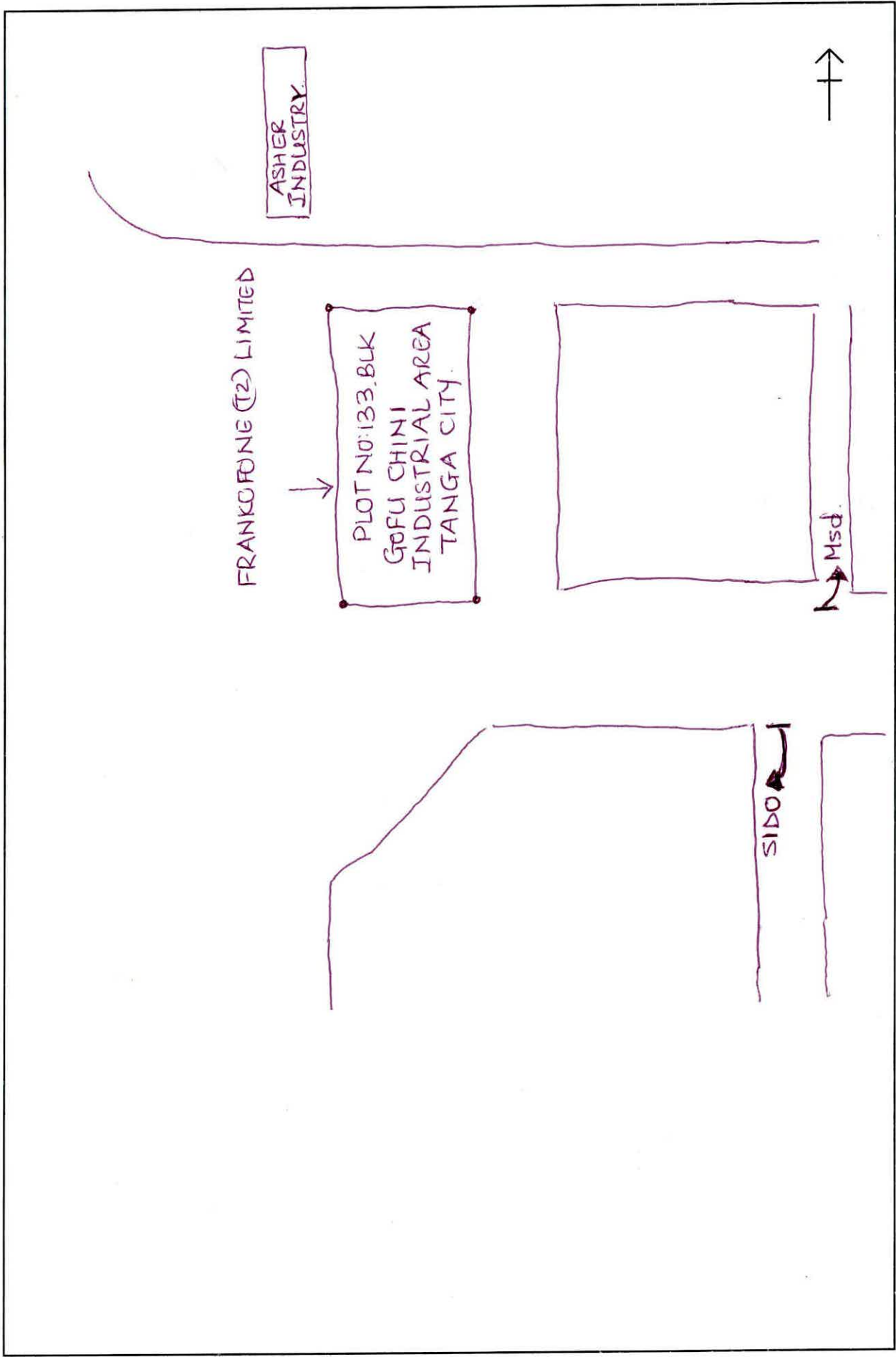
Telephone: 0784 800200 ..... Fax: - .....

Email: - .....

**Payments to be made payable to:**

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

# SKETCH MAP SHOWING PROJECT LOCATION





**FRANKOFONE (TZ) LIMITED**

**FEASIBILITY STUDY**

**FOR PROCESSING AND PACKAGING  
ALCOHOLIC DRINKS**

**FRANKOFONE (TZ) LIMITED**

**FEASIBILITY STUDY**

**FOR PROCESSING AND PACKAGING  
ALCOHOLIC DRINKS**

## **1.0 EXECUTIVE SUMMARY**

### **1.1 Introduction**

This is a report prepared for FRANKOFONE (TZ) LIMITED. a company registered in Dar es Salaam to establish a processing and packaging facilities for alcoholic drinks. The plant intends to cater to the requirements of locals, foreigners, various industries, supermarkets, retails shops and wholesalers operating in Tanzania and outside

### **1.2 The project**

The basic objective of the project is to establish a manufacturing facility for processing and packaging facilities for alcoholic drinks which will be used by locals, foreigners, various industries, supermarkets, retails shops and wholesalers operating in Tanzania and outside.

It is estimated that the project will be implemented within a period of 3 years starting 2009.

### **1.3 Market**

All the products produced will be marketed in Tanzania and there is a definite scope for export of these goods to neighboring countries. The machines selected for the project are based on latest technologies where it will assure high quality conforming to the international standards.

### **1.4 Estimated Financial and Development Benefits**

The project envisages an investment of US 3.4 million in the Processing and packaging facilities for alcoholic drinks. It is estimated that the plant will operate at 70%, capacity in the 1<sup>st</sup> year, 90% in the second year and shall reach 100% capacity utilization by the 3<sup>rd</sup> year.

### **1.5 Conclusion**

It can be concluded that the project will bring tremendous long-term benefits and all investment required would be funded by the promoters who are bringing the same from outside the country and increase the flow of FDI in the country. The project is economically viable and technically feasible.

## 2.0 THE PROJECT CONCEPT

The project intends to set up manufacturing facility for processing and packaging alcoholic drinks to be used by consumers catering the day-to-day requirements of individuals. .

### 2.1 Project Finance

The promoters will fund the project. The promoters have a strong financing background, which ensure successful implementation of the project.

### 2.2 Brief Profile of the Investors

The two investors are industrialist by profession and are well experienced.

The names of the promoters along with their shareholdings are as follows:

MR KUMAR V.PUJARA	99%
MR DHITEN J.BOKHARTARIA	1%

With their experience in various businesses, it is established that they are capable to conceive, plant, establish and operate business.

### 2.3 Location

The project will be located at Plot No 133 Gofu Chini Industrial Area Tanga .The locations is well served by all the necessary infrastructure and environment requirements and well suited to the nature of the envisaged project.

### 2.4 The Market

The demand for alcoholic drinks is influenced by the presence of large population and level of personal disposable income. The market survey done, establish and ascertain the true demand and supply position. The existing low capacity of low income Alcoholic Drinks and backward technology in production in the country, new establishment like this one and improvement of linkages in industry sector assure that the products produced will not face serious market problems.

The study has been able to show that there is a good and guaranteed market for Alcoholic Drinks.

#### **Source of technology**

The plant and machines plus the related production technology will be imported from India. These machines are expected to produce products to match in international standard.

#### **2.11 Capital investment and Finances**

The capital investment required is estimated at 3.4 Million in foreign and Local currency. Most of the financing will be sourced from owner's equity and the term loan will also be sought when deemed necessary . The capital investment breakdown in US\$ as follows.

#### **capital costs**

US \$

Item	Local	Foreign	Total
Land & Building	-	400,000	400,000
Plant	-	2,010,000	2,010,000
Vehicles	-	254,000	254,000
Furniture and Fitting	-	25,000	25,000
Pre-operation Expense	-	120,000	120,000
Others	-	-	-
Initial work capital	-	150,000	150,000
<b>Total</b>		<b>3,359,500</b>	<b>3,359,500</b>

#### **2.12 Project Financing**

The promoters of the project have decided to make contributions and finance the project with equity. The working capital will be sourced from local banks.

US \$

Source	Local	Foreign	Total
Equity	-	1,679,750	1,679,750
Loan		1,679,750	1,679,750
<b>Total</b>	-	<b>3,359,500</b>	<b>3,359,500</b>

### **2.13 Land and Building**

The sum amounting to US \$ 400,000 will be deployed for land development

### **2.14 Plant and Machinery**

The cost of plant and machinery add up to US \$2,010,000.

### **2.15 Utilities**

The factory building will use power from national grid. There will be adequate supply of water and generator will supplement the electricity.

### **2.16 Motor vehicles**

A utility pick-up and a truck will be required. The total of both vehicles will amount to US \$ 254,000.

### **3.0 MANPOWER REQUIREMENTS AND ORGANISATION**

#### **3.1.1 Management**

The success of a venture of this kind depends on the competence of the personnel recruited to manage. It is assumed that relevant personnel with requisite skills shall be available within the country. There will be a need of recruiting expatriates in some key positions. The overall in charge, responsible for the day-to-day operations will be the Project Manager who will in turn be answerable to the Board of Directors.

#### **3.2 Organization Set Up**

Initially the operations will broadly be divided into the following:-

- Administration department
- Production department
- Marketing and sales department
- Finance department

#### **3.3 Manpower Requirements**

##### **3.3.1 Total Manpower Requirement**

Based on the proposed organization structure the project will initially employ a total 139 people.

##### **Salaries and Wages**

Total wage bill for the proposed resort has been computed at US\$ 135,000. An allowance of 25% has been included for social benefits.

### **3.4 Recruitment and Training**

#### **3.4.1 Recruitment**

All new staff would be recruited at least one month before the plant operations are commenced.

#### **3.4.2 Training**

The management of the plant would strive to employ competent and qualified personnel. All other supporting staff will be trained on the job. However, it is expected that most of them will have some basic knowledge and experience.

## **4 IMPLEMENTATION SCHEDULE**

### **4.1 General**

Both local and external factors have been taken into account when drawing out the proposed schedule of implementation. Factors such as finalization of civil works, survey, acquisition of machinery and equipment, recruitment of qualified personnel and other factors have been looked into .

### **4.2 Preliminary Formalities**

On the finalization of the study duration of about 2 weeks will be needed for executive of the preliminary formalities of the project.

### **4.3 Project Stage**

#### **4.3.1 Finalization of the Plot Acquisition**

The management of FRANKOFONE (TZ) LIMITED. has already decided the likely location of Plot for the plant.

#### **4.3.2 Construction of the Buildings**

This undertaking will require a period of 12 months to completion.

#### **4.3.3 Ordering of Machinery/Equipment/Vehicles/Furniture**

Timely ordering will have to be executed to match the rate of development of the plant. Time needed will run into several Months .

#### **4.3.4 Installation of Machinery/Equipment/Furniture**

Once the buildings are constructed and then will follow the installation of machinery/equipment/furniture and fittings upon arrival at the project site.

#### **4.3.5 Trial Runs**

Upon completion of the installation of machinery and equipment then will follow trial runs of the unit. This will take about 6 weeks.

#### **4.3.6 Commercial Production**

On completion of the buildings/fitting of machinery and equipment/furniture, trial runs then will follow commercial production.

## 5 INVESTMENT AND FINANCING

### 5.1 Assumptions

- The project construction time is assumed to be one year.
- The economic life of the project is 10 years.
- The currency exchange rate of TShs. 1,300/= to one US\$ has been adopted.
- Re-investment in vehicles shall be done after every four years.

### 5.2 Investment Structure

5.2.1 The total initial investment in fixed assets is estimated at US\$ 3.4 million whose breakdown of which is as

US\$

Item	Total
Land & Building	400,000
Plant	2,010,000
Vehicles	254,000
Furniture and Fitting	25,000
Pre-operation Expense	120,000
Others	-
Initial work capital	150,000
<b>Total</b>	<b>3,359,500</b>

#### 5.2.2 Civil Works

The proposed civil works are estimated at a cost of US\$400,000.

#### 5.2.3 Machinery and Equipment

The initial machinery/equipment needs for the undertaking are estimated at cost of US\$ 2,010,000

#### 5.2.4 Vehicles

These are estimated at US\$ 254,000

#### 5.2.5 Pre-operational expenses

These are estimated at US\$ 120,000.

#### 5.2.6 Furniture & Fittings

These are estimated at US\$ 25,000

#### 5.2.7 The Initial Working Capital

The initial working capital is computed at US\$ 150,000

### 5.3 Financing Pattern

The initial total investment of US\$ 3,359,500 shall be financed as here after presented below;

<b>Source</b>	<b>Local</b>	<b>Foreign</b>	<b>Total</b>
Equity	-	1,679,750	1,679,750
Loan		1,679,750	1,679,750
<b>Total</b>	<b>-</b>	<b>3,359,500</b>	<b>3,359,500</b>

### 5.4 Owner's Equity

The owners shall finance 50% of the fixed capital and the working capital will be sourced from the local banks.

## 6. OPERATING COSTS

### Assumptions

The prices of inputs are assumed to remain constant over the ten years period because under rising inflation the prices and services will rise including those of outputs hence having the profit margin unchanged.

### Operation Cost Structure

The main items that will constitute the operating costs are as hereafter outlined, in table 9.1 when unit will be in full operation.

	Inners	Litre / Carton	No. Of Cartons	Litres per Month	Sale Rate / Carton \$	Sale Vale \$ 000
<b>Raw Materials</b>						
50 ML X 240 SACHETS	240	12.00	20,000	240,000	9.05	2,171
90 ML X 100 BOTTLES	100	9.00	48,000	432,000	7.04	4,055
180 ML X 48 BOTTLES	48	8.64	24,000	207,360	6.80	1,958
375 ML X 24 BOTTLES	24	9.00	8,000	72,000	7.04	676
				<b>951,360</b>		<b>8,860</b>
<b>Packing Materials</b>						
50 ML X 240 SACHETS	240	12.00	20,000	240,000	5.21	1,250
90 ML X 100 BOTTLES	100	9.00	48,000	432,000	16.14	9,298
180 ML X 48 BOTTLES	48	8.64	24,000	207,360	9.59	2,761
375 ML X 24 BOTTLES	24	9.00	8,000	72,000	9.24	887
				<b>951,360</b>		<b>14,196</b>
<b>Excise Duty (Tsh 1302/Ltr + \$ 0055/Inner)</b>						
50 ML X 240 SACHETS	240	12.00	20,000	240,000	13.82	3,317
90 ML X 100 BOTTLES	100	9.00	48,000	432,000	9.92	5,716
180 ML X 48 BOTTLES	48	8.64	24,000	207,360	9.26	2,668
375 ML X 24 BOTTLES	24	9.00	8,000	72,000	9.51	913
				<b>951,360</b>		<b>12,614</b>

## **Breakdown on the Operating Expenses**

The main cost items will include salaries and wages, vehicle running expenses, electricity, water, insurance, advertising/marketing and administrative overheads.

### **Salaries and Wages**

These averages at US\$ 135,000 per annum for the existing manpower operating the factory.

### **Vehicle Running Expenses**

This is one of the operation cost items and it is averaging at US\$ 157,500 per annum.

### **Electricity**

The total cost per year is averaging US\$ 50,000 per annum.

### **Raw Material/ Packaging Materials**

This is estimated at USD 50,400,000per annum

### **Administration Overheads**

The administrative expenses are estimated at US\$ 50,000 per annum. These will include items such as stationary, telephone, fax, uniforms and other services.

## Depreciation

Depreciation rates have been calculated as follows:

Land, building and civil works	4% Straight Line
Vehicle	25% Straight Line
Pre-Operational Expenses	20% Straight Line
Equipment	12.5% Diminishing Value

## 2. FINANCIAL AND ECONOMIC ANALYSIS

### Assumptions

- The prices of inputs and outputs are assumed to remain constant over the life of the project i.e. 10 years.
- However, in case of changes in the costs of inputs, to maintain the desired profit margin; the prices of the outputs will be accordingly adjusted.

### Income

The project's income at full capacity utilization is estimated to average at US\$ 72 million

### Projected Cash Flows

The project has a positive net cash flow from year 1 of operation to the tenth year when the long-term loan will have been paid in full.

### Economic Benefits

The successful operation of this processing plant will contribute significant economic benefits to Tanga region people and Tanzania as

- The execution of this project will bring about employment opportunities for 139 people.
- Provision of income to other services providers, thus contributing to the reduction of poverty. The income to be earned will help in improving standard of living of the workers and other people residing in the region.
- The direct income for the workers, combined with other social benefits that the Management will provide, will help in overall efforts of alleviation of poverty in the Region.
- This project will facilitate opportunities to increase foreign exchange earnings through export of some of its value products.
- Project will create Government Revenue through Taxation

### **Conclusion**

The investment and development of this alcoholic products processing undertaking is in line with the Government objective of encouraging proper development of industries in the country.

In addition, it will have a positive impact on the development of the region, as it would generate a number of benefits and more positive impact on the economy of the region.

This document has provided a full analysis on the financial, Techno-economic viability on the establishment/operation of the Integrated Alcoholic products processing undertaking along with the financing requirements/parameters have been considered and have established

that the proposed project is technically sound, financially viable, and economically/socially beneficial.

In the context of the immense useful potential of this project, the management of FRANKOFONE (TZ) LIMITED. Ltd anticipates that all interested parties in the region/and the Government of Tanzania will give their full support so as to ensure timely implementation of the project and apprehension of successful operation.

**FRANKOFONE (TZ) LIMITED**  
**INVESTMENT COST**

Item	Total
Land & Building	400,000
Plant	2,010,000
Vehicles	254,000
Furniture and Fitting	25,000
Pre-operation Expense	120,000
Others	-
Initial work capital	150,000
<b>Total</b>	<b>3,359,500</b>

# FRANKOFONE (TZ) LIMITED

## OPERATION EXPENSES

DETAILS OF EXPENSES						
Employee Cost	Number	USD / Month	USD 000 per Annum	Remarks		
Expatriates	9					
Local	130					
Marketing	10					
			<b>474</b>			
<b>Production Expenses</b>			1	2	3	
Power			156.00	156.00	156.00	156.00 156.00
Diesel			50.00	50.00	50.00	50.00 50.00
Consumables		1.0%	417.00	417.00	417.00	417.00 417.00
Repairs Plant		7.50%	151.00	151.00		151.00 151.00
Repairs Building		3%	12.00	12.00		12.00 12.00
Repairs Other Assets			12.00	12.00	12.00	12.00 12.00
			<b>798.00</b>	<b>798.00</b>	<b>798.00</b>	<b>798.00 798.00</b>
<b>Selling &amp; Distribution Expenses</b>						
Freight Outward		4%	1,667	1,667	1,667	1,667 1,667
City Service Levy		0.30%	125	125	125	125 125
Promotional Expenses			60	60	60	60 60
Advertisement			180	180	180	180 180
			<b>2,032</b>	<b>2,032</b>	<b>2,032</b>	<b>2,032 2,032</b>

## FRANKOFONE (TZ) LIMITED RAW & PACKINGS MATERIALS

SKU	Inners	Litre / Carton	No. Of Cartons	Litres per Month	Sale Rate / Carton \$	Sale Vale \$ 000
<b>Raw Materials</b>						
50 ML X 240 SACHETS	240	12.00	20,000	240,000	9.05	2,171
90 ML X 100 BOTTLES	100	9.00	48,000	432,000	7.04	4,055
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375 ML X 24 BOTTLES	24	9.00	8,000	72,000	9.51	913
				<b>951,360</b>		<b>12,614</b>

## FRANKOFONE (TZ) LIMITED

### SALES AND ADMINISTRATIVE EXPENSES

US \$

	1	2	3	4	5	6
Telephone, Fax & Postage Levies	60,000	60,000	60,000	60,000	60,000	60,000
Other taxes and duties	15,000	15,000	15,000	15,000	15,000	15,000
Entertainment	15000	15000	15000	15000	15000	15000
Printing and Statements	18000	18000	18000	18000	18000	18000
Consultancy and Audit Fees	15,000	15,000	15,000	15,000	15,000	15,000
Traveling expenses	60,000	60,000	60,000	60,000	60,000	60,000
Insurance	30000	30000	30000	30000	30000	30000
Advertising	15000	15000	15000	15000	15000	15000
Miscellaneous	25000	25000	25000	25000	25000	25000
<b>Total</b>	<b>253,000</b>	<b>253,000</b>	<b>253,000</b>	<b>253,000</b>	<b>253,000</b>	<b>253,000</b>

## FRANKOFONE (TZ) LIMITED LTD

### REVENUE SCHEDULE

	70%	90%	100%							
	1	2	3	4	5	6	7	8	9	10
Cost per Cartoon (US\$5)	33	33	33	33	33	33	33	33	33	33
Litres/Cartoon Requirement per month (000')	665,700	855,900	951,000	951,000	951,000	951,000	951,000	951,000	951,000	951,000
/Cortoons Litres per annum(000')	7988	10271	11,412	11,412	11,412	11,412	11,412	11,412	11,412	11,412
<b>Total Revenue (US \$000)</b>	<b>349,978</b>	<b>449971</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>	<b>499,968</b>

**FRANKOFONE (TZ) LIMITED LTD**  
**DEPRCIATION SCHEDULE**

US \$

		Rates	1	2	3	4	5	6	7	8
Land and Building	400,000	4% S.L	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000
Machinery and Equipment	2,010,000	12.50%	252,250	252,250	252,250	252,250	252,250	252,250	252,250	252,250
Motor Vehicles	254,000	25%	63,500	63,500	63,500	63,500	63,500	12500	12500	12500
Furniture and Fittings	25,000	10%	2,500	2,500	2,500	2,500	2,500	1250	1250	1250
Pre-operation Expenses	120,000	20%	24,000	24,000	24,000	24,000	24,000	-	-	-
			358,250	358,250	358,250	358,250	358,250	357250	357250	357250

## FRANKOFONE (TZ) LIMITED LTD WORKING CAPITAL SCHEDULE

US \$ 000

	No of Months	USD 000	Remarks	1	2	3	4	5
Raw Materials	1.0	1,921	on Material Consumption	1345	1,728			
Finished Goods	0.5	1,486	on Material & Excise Duty	1040	1337			
Debtors	1.0	4,166	on Sales plus 20% VAT	2916	3749			
<b>TOTAL</b>				<b>5301</b>	<b>6816</b>	<b>7,573</b>	<b>7,573</b>	<b>7,573</b>
Creditors Materials	1.0	1,921	on Material Consumption	1342	1728			
Creditors Expenses	1.0	302	On Operating Expenses	211	272			
<b>TOTAL</b>		<b>2,223</b>		<b>1556</b>	<b>2000</b>	<b>2,223</b>	<b>2,223</b>	<b>2,223</b>
<b>Net Working Capital</b>		<b>5,350</b>		<b>3745</b>	<b>4815</b>	<b>5,350</b>	<b>5,350</b>	<b>5,350</b>

**FRANKOFONE (TZ) LIMITED**  
PROJECT PROFIT AND LOSS STATEMENT

US \$'000'

	1	2	3	4	5	6	7	8	9	10
<b>Sales Revenue</b>	349,978	449,971	499,968	499,968	499,968	499,968	499,968	499,968	499,968	499,968
<b>Cost of sales</b>	299,628	385,236	428,040	428,040	428,040	428,040	428,040	428,040	428,040	428,040
<b>Gross Margin</b>	50,350	64,735	71,928	71,928	71,928	71,928	71,928	71,928	71,928	71,928
Salaries and Wages	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688
<b>Sub-Total</b>	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688
<b>Gross Profit</b>	44,662	59,047	66,240	66,240	66,240	66,240	66,240	66,240	66,240	66,240
Less Operating Expenses	23,829	34,042	37,824	37,824	37,824	37,824	37,824	37,824	37,824	37,824
<b>Operating Profit</b>	20,833	25,005	28,416	28,416	28,416	28,416	28,416	28,416	28,416	28,416
Less Depreciation	358	358	358	358	358	358	358	357	357	357
<b>Profit before Tax</b>	20,475	24,647	28,058	28,058	28,058	28,058	28,058	28,058	28,058	28,058
Taxes 30%	6,143	7,394	8,417	8,417	8,417	8,417	8,417	8,417	8,417	8,417
<b>Profit after tax</b>	14,332	17,253	19,641	19,641	19,641	19,641	19,641	19,641	19,641	19,641
<b>Accumulated Profit</b>	14,332	31,585	51,226	70,867	90,508	110,149	129,790	149,431	169,072	188,713

**FRANKOFONE (TZ) LIMITED**  
**PROJECTED CASHFLOW**

**US\$000**

	0	1	2	3	4	5	6	7	8
<b>Inflow</b>									
Profit before Tax	-	20,475	24647	28058	28058	28058	28058	28058	28058
Equity	3,359	-	-	-	-	-	-	-	-
Total Inflow	3,359	20,475	24647	28058	28058	28058	28058	28058	28058
<b>Outflow</b>									
Working Capital		4107	1087	554	-	-	-	-	-
Taxation	-	6,143	7,394	8,417	8,417	8,417	8,417	8,417	8,417
Sub-total	3,359	6,143	7,394	8,417	8,417	8,417	8,417	8,417	8,417
Total Outflow	3,359	10250	8481	8971	8,417	8,417	8,417	8,417	8,417
Net Cash flows	-	14,332	16,166	19,087	19,641	19,641	19,641	19,641	19,641