

TANZANIA PLASTIC
MOULDERS LTD

1.0

EXD

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

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 1.5
- (b) Legal entity has been incorporated under certificate

No. 67355 of 05/09/2008

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

11th March 2009

EXD

In response to the TIC letter of registration dated..... 11th March 2009

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from..... Kenya Commercial Bank
- (c) Lease Agreement as evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. 041654 herein attached.

27/03/09

MINUTE

PAGE NO. _____



TANZANIA PLASTIC MOULDERS LTD

P.O. BOX 10350, DAR ES SALAAM, TANZANIA

TEL: 2862155/2862146, FAX: 2860732

25th February, 2009

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



Dear Sir/Madam,

CERTIFICATE OF INCENTIVE

We are writing to apply for the above certificate in respect of our new project whose development is at an advanced stage.

The feasibility study report has been done, and all other requirements put in place.

We are attaching the following documents for your perusal:-

- Business plan/feasibility study
- Copy of Certificate of Incorporation
- Copy of Memorandum and Articles of Association
- Proof of Business Premises
- Extract of the Board Resolution
- Bank Reference letter
- Application form dully filled.

Thanking you in advance

Yours faithfully,

MUSHTAK T. WALIJI
Director



TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

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~~ MUSHTAK T. WALJI.
(director/directors/agent of TANZANIA PLASTIC MOULDERS LTD.
(name of business enterprise) apply for registration of — 11 —
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 141
MWAKALINGA STREET - CHANGOMBE INDUSTRIAL AREA.

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 PLOT NO 140/141
MWAKALINGA STREET - CHANGOMBE INDUSTRIAL AREA
4. The Principal Officers of the Company are 1) MUSHTAK T. WALJI, 2) IMDAD T. WALJI.
3) ZAHIR M. WALJI, 4) SALIM I. WALJI.
5. Auditors of the Company are BAKER TILLY DGP & Co.
6. The authorized share capital of the Company is Tshs./US\$ 50,000,000.00

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ 1,500,000.00
8. The month and day of the financial year end is 31ST DEC

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

I/We enclose a cheque/cash made payable to the **Tanzania Investment Centre** for Tshs./US\$ 100
 Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, MUSHTAK T. WALJI of Post Office Number 10350 DSM,

..... do solemnly and sincerely declare that I am a director/duly authorized agent of TANZANIA PLASTIC MOULDERS LTD.

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 24 day of FEB } 2009



Applicant

Before me:



.....
Commissioner for Oaths **JESSIE S. MNGUTO**
 ADVOCATE NOTARY PUBLIC &
 COMMISSIONER FOR OATHS
 P. O. Box 76722 D'SALAAM

APPLICATION SUMMARY

Company Name: TANZANIA PLASTIC MOULDERS LTD.

Certificate of Incorporation Number: 67335 Status: NEW PROJECT.

Certificate of Incorporation Date: 6TH SEPT 2008.

Post Box: 10350

Town: DAR ES SALAAM.

Sector: MANUFACTURING Sub-Sector: PLASTIC PRODUCTS.

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan

500,000\$ 1,000,000\$

Project Objectives: TO VENTURE IN THE MANUFACTURING OF
PLASTIC INDUSTRIAL PACKAGING AND HOUSE-HOLD
PRODUCTS.

Capacity: 3,000 KPS per day.

Employment: Foreign: 5 Local: 60 Total: 65

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: 141

Street: MWAKALINGA District: TEMEKE Region: DSM.
(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>MUSHTAK T. WALJI</u>	<u>KENYAN</u>	<u>25</u>
<u>IMDAD T. WALJI</u>	<u>KENYAN</u>	<u>25</u>
<u>ZAHIR M. WALJI</u>	<u>KENYAN</u>	<u>25</u>
<u>SALIM I. WALJI</u>	<u>KENYAN</u>	<u>25</u>

Investment Breakdown US\$/Tshs.M

Land/Building	550,000
Plant	800,000
Vehicles	90,000
Furniture & Fittings	40,000
Pre-expenses	20,000
Others	—
Working Capital	—
TOTAL	1,500,000

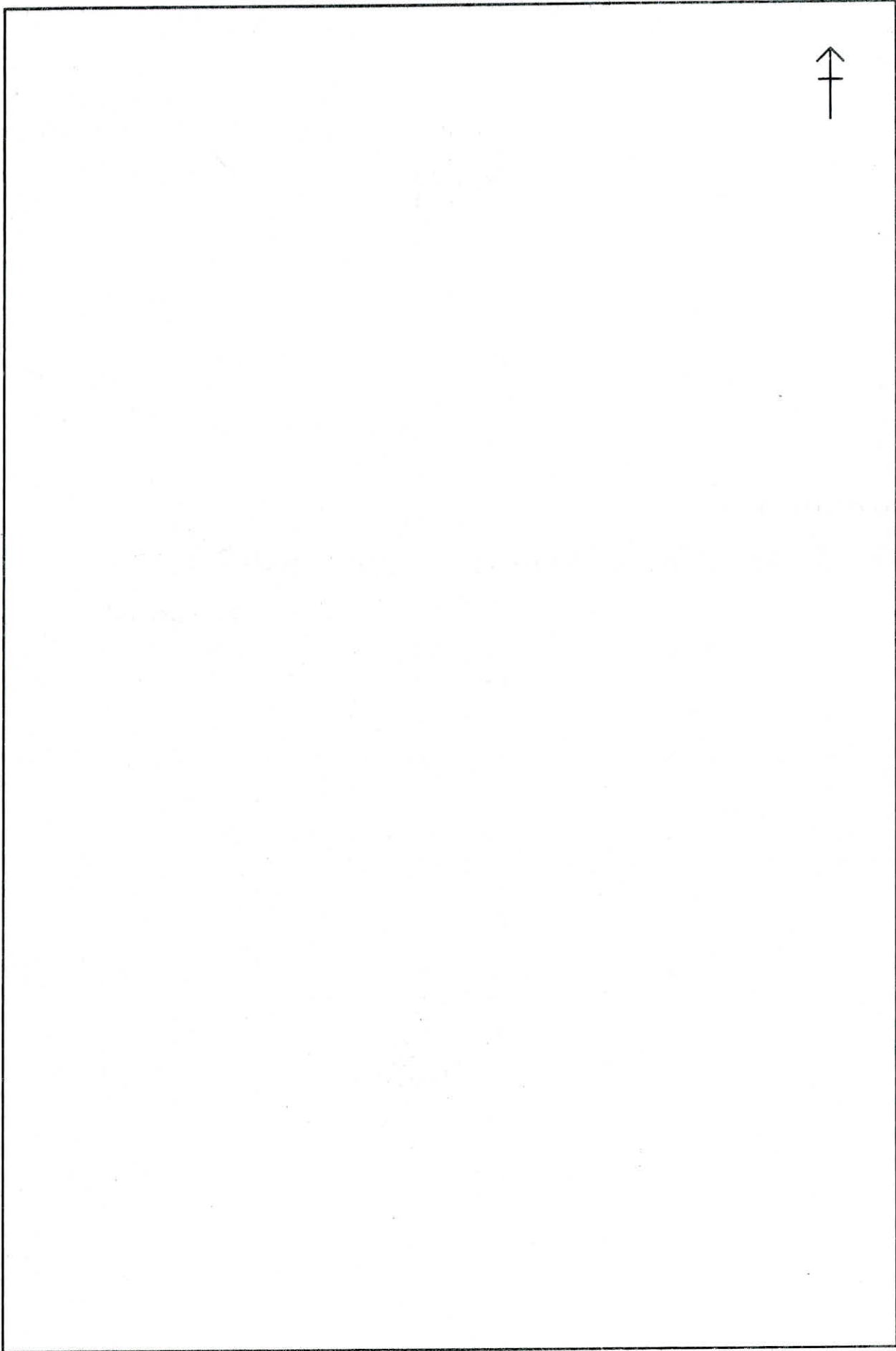
Contact Details:

Name: MUSHTAK T. WAJJI Title: DIRECTOR
Telephone: +255-22-2862146/155 Fax: +255-22-2860732
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





KCB

Making the
Difference

KCB (Tanzania) Limited
(INCORPORATED IN TANZANIA)

DAR ES SALAAM BRANCH
National Audit House
Samora Avenue / Ohio St.
P.O.Box 804
Dar es Salaam, Tanzania.

Tel: (+255-22) 2115386 / 2115390
Fax: (+255-22) 2115388
Website: <http://www.kcb.co.ke>
SWIFT: KCBLTZTZ

KCBT/DAR/CS/10/04

The Director General
Tanzania Investment Center,
P.o Box 938
Dar es salaam,
Tanzania
26th Feb. 2009

RE: TANZANIA PLASTIC MOULDERS LTD

At the request of the Managing Director of Tanzania Plastic Moulders Ltd of P.O. Box 10350 Dar es salaam, the following is provided to you for your private use only with the express condition that neither this bank nor any of its officials will be responsible for issuing it.

The Customer is holding two corporate accounts with us for more than twelve years under the names of CENTAZA PLASTICS LIMITED and PRINTO WRAPPINGS LIMITED, he intends to start a new project under the name above and we wish him the best of luck.

Kindly extend your assistance to our customer.

Yours Faithfully,

WALTER LEMA
BRANCH MANAGER

BOARD RESOLUTION

A meeting of Board of Directors of **Tanzania Plastic Moulders Limited** of P.O.Box 10350 Dar es Salaam was held on Monday 2nd February, 2009 at 4 p.m

Present: Mr. Mushtak T. Waliji – Chairman
Mr. Imdad T. Waliji – Director
Mr. Zahir M. Waliji – Director

Absent with apologies,

Mr. Salim I. Waliji – Director

IT WAS RESOLVED AS FOLLOWS:-

That the project implementation be carried out as per schedule to meet the deadline for the start – up time earmarked for June/July, 2009

Chairman: 

Director (1): 

Director (2): 

Date: 3rd February, 2009



Centaza Plastics Ltd.

For all your Flexible Packaging Solutions

P.O. Box 10350, Dar-es-Salaam, Tanzania. Tel.: +255-22-2862146/2862155 Fax: +255-22-2860732
e-mai.: centaza@dar.bol.co.tz

14th February, 2009

Tanzania Plastic Moulders Ltd,
P.O.Box 10350
Dar es Salaam.

Dear Sirs,

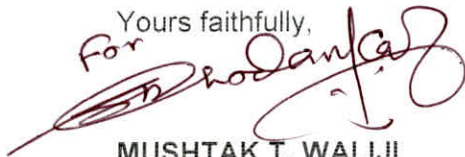
BUSINESS PREMISES

We are writing to confirm the subject of our meeting dated the 30th January, 2009 on the above, where it was agreed as follows:-

- 1) That M/s Centaza Plastics Ltd will provide enough working space to accommodate all the machineries imported by M/s TPML for the purpose of implementing their project as per schedule.
- 2) The space to be provided in their plot No. 141 within chang'ombe Industrial area on Mwakalinga Street in Dar es Salaam, will consist of a complete factory shed to accommodate all the required production and storage area.
- 3) Upon commencement of production (projected for July, 2009) a review of the arrangement will be considered with an option of renting out the said premises to the above at current commercial rate.

The above arrangement will prevail until considered otherwise.

Yours faithfully,

For


MUSHTAK T. WALIJI
Director

UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT
(No. 26 of 1997)

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(Made under Regulation 42)

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(name of business enterprise) apply for registration of - 11 -

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 141
MWAKALINGA - CHANGOMBE INDUSTRIAL AREA.
STREET

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
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5. Auditors of the Company are BAKER TILLY DGP & CO.

6. The authorized share capital of the Company is Tshs./US\$ 50,000,000,00

7. The intended capital investment of the Company in terms of Section 2(2) of the Act

is Tshs./US\$ 1,500,000.00

8. The month and day of the financial year end is 31ST DEC.

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Declared at Dar es Salaam }
}

Theday of 2003 }

.....
Applicant

Before me:

.....
Commissioner for Oaths
JESSIE N. MNGUTO
ADVOCATE NOTARY PUBLIC &
COMMISSIONER FOR OATHS
P. O. Box 76722 D'SALAAM

APPLICATION SUMMARY

Company Name: TANZANIA PLASTIC MOULDERS LTD.

Certificate of Incorporation Number: 67335 Status: NEW PROJECT

Certificate of Incorporation Date: 11TH SEPT 2008

Post Box: 10350

Town: DAR ES SALAAM

Sector: MANUFACTURING, Sub-Sector: PLASTIC PRODUCTS

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity	Local Equity	Foreign Loan	Local Loan
500,000	1,000,000		

Project Objectives: To venture in the Manufacturing of Plastic Industrial Packaging and house-hold products

Capacity: 3,000 kgs per day

Employment: Foreign: 5 Local: 60 Total: 65

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: 141

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

Shareholders	Nationality	%
MUSHTAK T. WALJI	KENYAN	25%
IMDAD T. WALJI	KENYAN	25%
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Investment Breakdown US\$/Tshs.M

Land/Bilding	550,000
Plant	800,000
Vehicles	90,000
Furniture & Fittings	40,000
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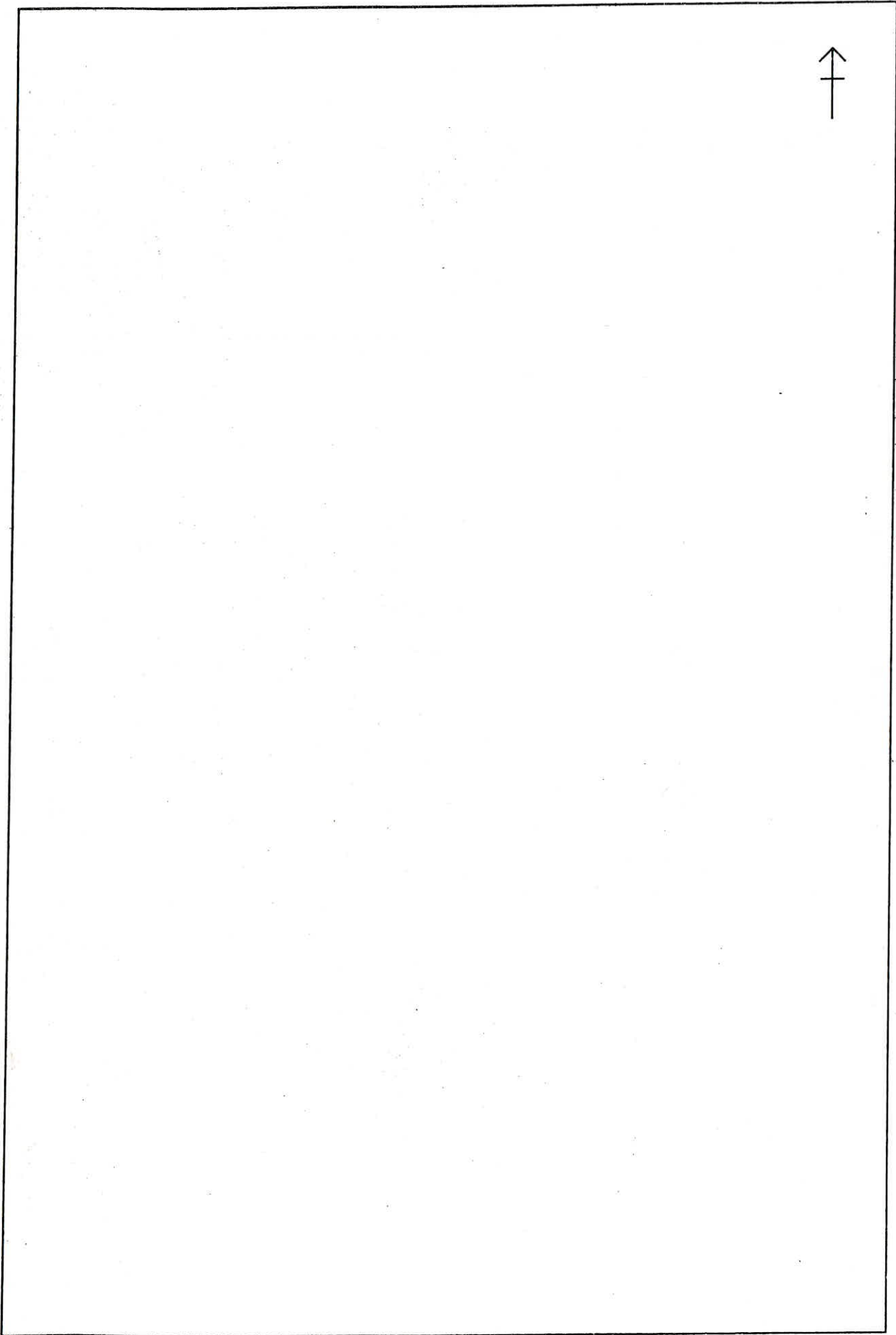
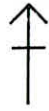
Contact Details:

Name: MUSHTAK T. WAJJI Title: DIRECTOR
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Declared at Dar es Salaam }
}

Theday of 2003 }

.....
Applicant

Before me:



.....
Commissioner for Oaths
JESSE N. MNGUJO
ADVOCATE NOTARY PUBLIC &
COMMISSIONER FOR OATHS
P. O. Box 76722 D'SALAAM

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Certificate of Incorporation Number: 67335 Status: NEW PROJECT

Certificate of Incorporation Date: 6TH SEPT 2008

Post Box: 10350

Town: DAR ES SALAAM

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Pre-expenses	20,000
Others	—
Working Capital	—
TOTAL	1500,000

Contact Details:

Name: MUSHTAK T. WAHJI. Title: DIRECTOR.
Telephone: +255-22-2862146/155 Fax: +255-22-2860732
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





TANZANIA PLASTIC MOULDERS LTD

P.O. BOX 10350, DAR ES SALAAM, TANZANIA

TEL: 2862155/2862146, FAX: 2860732



(5)

13th March 2009

The Executive Director
Tanzania Investment Centre,
P.O. Box 938,
Dar-es-Salaam.

Ref.: Certificate of Incentives for Investment in the manufacturing of Plastic Industrial Packaging and Plastic Household Products.

Your letter ref. TICC/PP 10/041654/3 dated 11th March 2009 on the above refers:-

First and foremost we wish to thank you most sincerely for the registration of our project proposal.

We are attaching a copy of certificate of title No. 186080/10 owned by M/s Centaza Plastics Ltd. (Landlords) together with a copy of letter of offer addressed to M/s Tanzania Plastic Moulders Ltd. as evidence of land ownership.

We are looking forward to your continued co-operation in industrial development.

Yours faithfully

for

Mushtak T. Waliji
Director

Noted

M

Trop TUC

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

TFN. 614 (Rev. 8.94)

30325241

1

EXCHEQUER RECEIPT

NIMEPOKEA KWA
Received from

TANZANIA PLASTIC MOURBEE LTD
CENTAZA PLASTICS LTD



KIASI
Amount

Shs.					Cts.
USD			750		

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 INCENTIVES Executive Director
Tanzania Investment Centre

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

CASH

KITUO - Station

SAHIHI YA MPOKEAJI- Receiving Officer's
Signature.

CHEO- Title

ACC

TAREHE- Date

18 MAR 2009

DSH.

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

TFN. 614 (Rev. 8.94)

30325241 1

NIMEPOKEA KWA
 Received from



KIASI
 Amount

Shs.					Cts.
US\$	7	50			

CENTAZA PLASTICS LTD

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

US DOLLAR SEVEN HUNDRED FIFTY ONLY

NA SENTI
 And Cents

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 Tanzania Investment Centre

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

CASH

KITUO - Station

SAHIMI YA MPOKEAJI - Receiving Officer's
 Signature.

[Signature]

CHEO - Title

ACC

TAREHE - Date

18 MAR 2009

DSM.

Govt. Press, Dsm.





Centaza Plastics Ltd.

For all your Flexible Packaging Solutions

P.O. Box 10350, Dar-es-Salaam, Tanzania. Tel.: +255-22-2862146/2862155 Fax: +255-22-2860732
e-mai.: centaza@dar.bol.co.tz

13th March 2009

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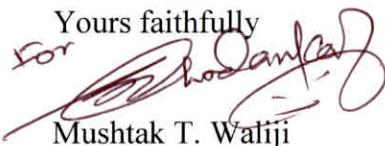
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Yours faithfully

For 

Mushtak T. Wali
Director



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For all your Flexible Packaging Solutions

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14th February, 2009

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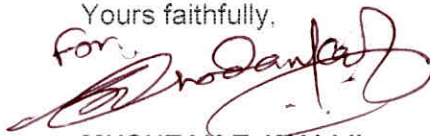
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- 3) Upon commencement of production (projected for July, 2009) a review of the arrangement will be considered with an option of renting out the said premises to the above at current commercial rate.

The above arrangement will prevail until considered otherwise.

Yours faithfully,

For


MUSHTAK T. WALIJI
Director

THE UNITED REPUBLIC OF TANZANIA

The Land Registration Ordinance (Cap.334)



Certificate of Title

Number **186080/10**

This Certificate of Title is a valuable document and should be kept in a safe place. It must not be mutilated or written upon. It must be produced with any application for the registration of any disposition or transmission of the land.

Any person intending to acquire any estate or interest in the land should search the land registry or require an official search to satisfy himself that no caveat, injunction, order or notice affecting the land has been entered in the land register since this Certificate

TANZANIA

Land Form 51

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 186080/10

Land Office Number: 101001

Land: PLOT NO.141 CHANG'OMBE INDUSTRIAL AREA, DAR ES SALAAM CITY

Term: NINETY NINE YEARS

6. 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 to 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.

7. The land and the building to be erected thereon shall be used for Industrial Purposes only. Use Group 'O' use class (a) 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.141 Chang'ombe Industrial Area Dar es Salaam City containing thirty thousand and twelve (30,012) square feet shown for identification only edged on the plan attached to this Certificate and defined on registered survey plan numbered 6712 deposited at the Office of the Commissioner for Surveys at Dar es Salaam.

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


DIRECTOR FOR LAND DEVELOPMENT SERVICES

The within-named ELLEN KNIT-WEAVE MILLS LIMITED hereby accept the conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said
ELLEN KNIT-WEAVE MILLS LIMITED
and delivered in the presence of us

this 30th day of OCTOBER 1987

Signature: *[Signature]*
Postal Address: *Box 15066*
Dallas, Texas
Qualification: *Director*

Signature: *[Signature]*
Postal Address: *Box 15066*
Dallas, Texas
Qualification: *Director*

This document every reference to
the Director of Land Development Services
and the Director of Survey and Mapping
shall be deemed to refer to the
respective offices of the
Director of Land Development Services
and the Director of Survey and Mapping

DAR-ES-SALAAM CITY

LOCATION CHANGOMBE INDUSTRIAL AREA

BLOCK

PLOT NO. 141

L.B. NO. 101001

AREA 30012 SQ. FT. ~~10000~~

I accept the map.



This plan, prepared in accordance with Registered Plan No. 6712 is approved for the purposes of the Land Registration Ordinance.

Director of Surveys and Mapping: *[Signature]*

Date: 10.12.87

Secretary of Lands, Natural Resources and Tourism, Dar es Salaam

The issue of this plan implies no guarantee of admission or title by the Government.

FILED DOCUMENT No. 186080/10
 REGISTERED 24. 11. 87
 Form 32B
 AT 11.00 A.M
 Senior Assst Registrar of Titles



Stamp Duty Shs. 100/= Paid
 and Revenue Receipt No. 4/250867
 of L.O. NO. 101001
 2-10-86
 TSM/L. NO. 28444
 Asst. Registrar of Titles

TANZANIA STAMP DUTY ACT
 THE UNITED REPUBLIC OF TANZANIA
 The Land Ordinance (Section 9)
 CERTIFICATE OF OCCUPANCY
 of 2-10-86
 day of November
 One thousand and eighty seven.

TITLE NO. 186080/10

THIS IS TO CERTIFY that ELLEN KNITWEAVE HILLIS LIMITED a limited liability company incorporated in Tanzania and having its registered office in Dar es Salaam of P.O. Box 15016 DAR ES SALAM (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") for a term of ninety nine years from the first day of July One thousand nine hundred and eighty six 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 or substitution therefor or amendment thereof and to the following special conditions:-

The Occupier having paid rent up to the thirtieth day of June, 1987, shall hereafter pay rent of shillings five thousand six hundred and twenty five (Shs. 5,625/=) 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 1996, 2006, 2016, 2026, 2036, 2046, 2056, 2066 and 2076 or within five years thereafter in each case.

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 Dar es Salaam City Council (hereinafter called "the authority");
- (ii) By the thirty first day of December 1986 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 three 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 1989;

- (v) At all times during the term after the thirtieth day of June, 1989 have on the land building 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 accordance with building plans and specifications which shall have been first approved by the Authority ~~and~~ before 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 expense as assessed by the Commissioner for Surveys and Mapping.

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

3. (1) 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.

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

4. The Commissioner shall not have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliances 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 further:-

- (1) 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 of Health;

TICC/PP.10/041654/3

11th March 2009

Managing Director,
Tanzania Plastic Moulders Ltd,
P.O. Box 10350,
DAR ES SALAAM.

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
MANUFACTURING OF PLASTIC INDUSTRIAL PACKAGING AND
PLASTIC HOUSEHOLD PRODUCTS**

We wish to acknowledge receipt of your project proposal to manufacture plastic products for Industrial and domestic use as presented in the TIC P.A. 1 Form No. 07727 and Feasibility Study with a projected investment of USD 1.5m.

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 Incentive you will be required to submit the following:-

- Certified document showing evidence of Land ownership for the location of 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 collection of your Certificate of Incentives. Please arrange to make payments at your earliest convenience.

.../2

TICC/PP.10/041654/3

11th March 2009

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

Yours sincerely,
Tanzania Investment Centre


B. D. Chonjo

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 and Trade and Marketing,
P.O. Box 9503,
DAR ES SALAAM

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



TIC Evaluation Report

Name of the Company
Tanzania Plastic Moulders Ltd.

Post Box	Mwakalinga Plot No. 141	COI Number	67335	Contact	Mr. Mushtak T. Waliji
Post Office	10350	COI Date	05/09/2008	Designation	Director
Region	Dar Es Salaam	Application F. No	07727	Phone	022 2862146
Country	Tanzania	Status	New	Direct Phone	022 2862155
		Sector	Manufacturing	Cell Phone	0
		Sub Sector	Plastics Products	Fax	022 2860732
		File No	041654	E-Mail Address	0

Investment Finance Plan in Millions USD

Project Location		Foreign Equity	Local Equity	Foreign Loan	Local Loan
Plot/Block	Plot No. 141	0.5	1	0	0
Street	Mwakalinga				
District	Temeke				
Region	Dar es Salaam				

Shareholders Detail

Name	Nationality	(%)
Salim I Waliji	Kenyan	25
Zahir M. Waliji	Kenyan	25
Imdad T. Waliji	Kenyan	25
Mushtak T. Waliji	Kenyan	25

Investment Breakdown (USD Million)

Land/Building	0.55
Plant	0.8
Vehicles	0.09
Furniture & Fittings	0.04
Pre-expenses	0.02
Others	0
Working Capital	0
Total	1.5

Employment	65	Evaluated By	Zakaria kingu
Capacity	3,000 kgs per day	Drawn By	Sarah Registry
Project Turn Over			

Description
To establish a project for manufacturing of plastic industrial packaging and plastic household products

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

Decision

Approved - No finished goods.
Advantage
by ExD
07-03-09



TANZANIA PLASTIC MOULDERS LTD

P.O.BOX 10350, DAR ES SALAAM, TANZANIA

TEL: 2862155/2862146, FAX: 2860732

6

20th March, 2009

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



Dear Sir,

CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE MANUFACTURING OF PLASTIC INDUSTRIAL PACKAGING AND PLASTIC HOUSEHOLD PRODUCTS

Your letter ref: TICC/PP.10/04165413 dated 11th March, 2009 refers:-

We are attaching the following documents as per your request for your perusal.

- Certified document showing evidence of land ownership for the location of project.
- Lease agreement.

Yours faithfully,

for

MUSHTAK T. WALIJI
Director

LEASE

THIS LEASE IS MADE THIS ^{17th} DAY OF MARCH.....2009

BETWEEN

CENAZA PLASTICS LIMITED

AND

TANZANIA PLASTIC MOULDERS LIMITED

OF

PROPERTY ON PLOT NO. 141 CHANG, OMBE INDUSTRIAL
AREA, MWAKALINGA ROAD, DAR ES SALAAM CITY

LEASE

THIS LEASE is made this17th..... day ofMARCH..... 2009.

CENTAZA PALSTICS LIMITED of P.O.Box 10350, Dar es Salaam (hereinafter called "the Lessor" which expression shall where the context so admits include its successor and assignees) of the one part:

AND

TANZANIA PLASTIC MOULDERS LIMITED of P.O.Box 10350, Dar es Salaam (hereinafter called "the Lessee" which expression shall where the context so admits shall include its successors and assignees) of the other part:

WHEREAS

- A. The Lessor owns the property on Plot No. 141 Chang'ombe Industrial Area, Mwakalinga Road, Dar es Salaam City (hereinafter referred to as the "Property") and has the legal capacity to contract with the Lessee.
- B. The Sub Lessee is desirous of renting part of the Property for purposes of carrying out manufacturing business.
- C. The Lessor has accepted the Lessee's offer and is willing to lease part of the Property for business purposes on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee all that part of the Property known as godown number 2 (hereinafter referred to as the 'Demised Premises') and fixtures with the right to access TO HOLD the same for a term of thirty eight (38) months commencing on 1st day of July, 2009.

2. The Lessee shall during the said lease pay rent of Tsh 500,000.00 (Say shillings Five Hundred Thousand only) per month and as may be revised by the Lessor from time to time. PROVIDED THAT the Lessee shall deduct withholding tax from the rent and remit the same directly to the TANZANIA REVENUE AUTHORITY and shall provide the Lessor with proof of payment of the withholding tax and PROVIDED FURTHER THAT the Lessee shall pay VAT on the above said rent.

3. THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:-


- a) To pay the reserved rent in the manner herein provided.
- b) To pay and discharge charges for electricity, water and telephone from the commencement of the lease to the end of the lease.
- c) At all times to keep the interior of the demised premises and appurtenances thereof including doors, windows glass, locks and fasteners, walls, sanitary and water apparatus, electric wiring and wall fittings, water drainage and other pipes and paintings thereof in a tenable repair and condition (fair wear and tear excepted). To carry out all repairs and alterations as may be agreed in writing by the Lessor at its own cost.
- d) To keep the grounds of the Demised Premises in good order and condition.
- e) To permit the Lessor or his agents with or without workmen at all reasonable times during day time by the prior appointment to enter upon the Demised Premises for the purpose of viewing the condition of the Demised Premises or any part thereof.
- f) Not without the previous consent of the Lessor in writing to erect or suffer to be erected on the Demised Premises any addition thereto or to carry out any alteration renovation or installation thereon or to cut main injure nor to allow to be cut maimed or injured any of the walls or timbers thereof. PROVIDED HOWEVER THAT any addition, alteration, installation of renovation carried out by the Lessee with the consent of the Lessor and the Lessee shall not be entitled to remove or to dismantle any addition, alteration of renovation effected by the Lessee upon expiration of the term hereby created or its sooner determination, howsoever caused.

- g) Not to do or suffer to be done on the Demised Premises or any part thereof anything which will invalidate or increase premiums for the insurance policy over the Property against damage by fire and Lessee shall be responsible to pay increased premiums and all expenses included by the Lessor due to the Lessee' breach of the covenant.
- h) Not to assign, sublet or part with the possession of the Demised Premises or any part thereof without the written consent of the Lessor, such consent not be unreasonably withheld PROVIDED ALWAYS that the occupation of the Demises Premises or any part thereof by any person in the service of the Lessee shall not constitute an assignment, subletting or parting with the possession of the Demised Premises or any part thereof.
- i) Not to use the Demised Premises in a way would create annoyance or nuisance or any danger to the public or neighbors.
- j) To yield up the Demised Premises with fixtures and fittings and additions thereto at the expiration of the lease hereby crated in good and tenantable repair and condition in accordance with the covenants herein contained (fair wear and tear excepted), but the Lessee shall if so required by the Lessor to remove fixtures and make good all damages occasioned, and with vacant possession and to deliver all keys of the entire Demised Premises.

- (i) This agreement shall be constructed and governed by the laws of Tanzania

IN WITNESS WHEREOF the parties hereto have executed these presents on the days and in the manner hereinafter appearing.

SEALED with the COOMMON SEAL of the said]
CENTAZA PLASTICS LIMITED and]
DELIVERED in the presence of us, this.....]
17th day of MARCH 2009.]

Signature: 

Qualification: DIRECTOR

Signature: 

Qualification: DIRECTOR/ COMPANY SECRETARY

SEALED with the COOMMON SEAL of the said]
TANZANIA PLASTIC MOULDERS LIMITED and]
DELIVERED in the presence of us, this.....]
17th day of MARCH 2009.]

Signature: 

Qualification: DIRECTOR

Signature: 

Qualification: DIRECTOR/ COMPANY SECRETARY



NY

NY



THE UNITED REPUBLIC OF TANZANIA
The Land Registration Ordinance (Cap.334)



Certificate of Title

Number 186080/10

I CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL DOCUMENT
M. M. M. M. M.
Company Secretary
KCB (Tanzania) Ltd

This Certificate of Title is a valuable document and should be kept in a safe place. It must not be mutilated or written upon. It must be produced with any application for the registration of any disposition or transmission of the land.

Any person intending to acquire any estate or interest in the land should search the land registry or require an official search to satisfy him self that no caveat, injunction, order or notice affecting the land has been entered in the land register since this Certificate

CERTIFICATE OF

PART I: DESCRIPTION

District <u>T E M E K E</u> Area <u>30,012 Square feet</u> Plot No. <u>141 Chang'ombe Industrial</u> Situation <u>Area Dar es Salaam City</u> Term Expires: <u>30th June, 2085</u> Rent: <u>Shs. 5,625/- per annum</u> (Subject to Revision)	Easements, Res The Estate of the Registered Owner is subject to - The covenants and conditions contained in the Certificate
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

PART II: OWNERSHIP

Date of Registration	Filed Document Number	Name and Postal Address of Registered Owner	Consideration or Declared Value	Initials of Registrar	Reg
24.11.87	-	<u>F.D. 103294</u> <u>ELLEN KNITWEAVE MILLS LIMITED, of</u> <u>P.O. Box 15016, Dar es Salaam.</u>	Shs. -	<i>[Signature]</i>	
9-11-98	103294	<u>CENIAZA PLASTICS LIMITED</u> <u>P.O. Box 10350, Dar es Salaam</u>	20,000,000/-	<i>[Signature]</i>	

I CERTIFY THAT THIS IS A TRUE COPY
 OF THE ORIGINAL DOCUMENT
Julia N.S. Mwanuzi
 Company Secretary
 KCB (Tanzania) Ltd.

TANZANIA

Land Form 51

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue :

Title Number : 186080/10

Land Office Number : 101001

Land : PLOT NO.141 CHANG'OMBE INDUSTRIAL AREA DAR ES SALAAM CITY

Term : NINETY NINE YEARS

I CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL DOCUMENT

Julia N.S. Martin
Company Secretary
KCB (Tanzania) Ltd.

6. 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 to 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.

7. The land and the building to be erected thereon shall be used for Industrial Purposes only. Use Group 'O' use class (a) 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.141 Chang'ombe Industrial Area Dar es Salaam City containing thirty thousand and twelve (30,012) square feet shown for identification only edged on the plan attached to this Certificate and defined on registered survey plan numbered 6712 deposited at the Office of the Commissioner for Surveys at Dar es Salaam.

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


DIRECTOR FOR LAND DEVELOPMENT SERVICES



The within-named ELLEN KNIT-WEAVE MILLS LIMITED hereby accept the conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said
ELLEN KNIT-WEAVE MILLS LIMITED
and delivered in the presence of us

this 30th day of OCTOBER 1987

Signature: *[Signature]*
Postal Address: *Box 1556*
DAR-ES-SALAAM
Qualification: *DEESTAR*

Signature: *[Signature]*
Postal Address: *id. Box 1556*
DAR-ES-SALAAM
Qualification: *DEESTAR*

In this document every reference to
"Director of Land Development Services"
and "Director of Survey and Mapping"
shall be construed as a reference to the
Commissioner of Land Development Services
and Survey and Mapping respectively.

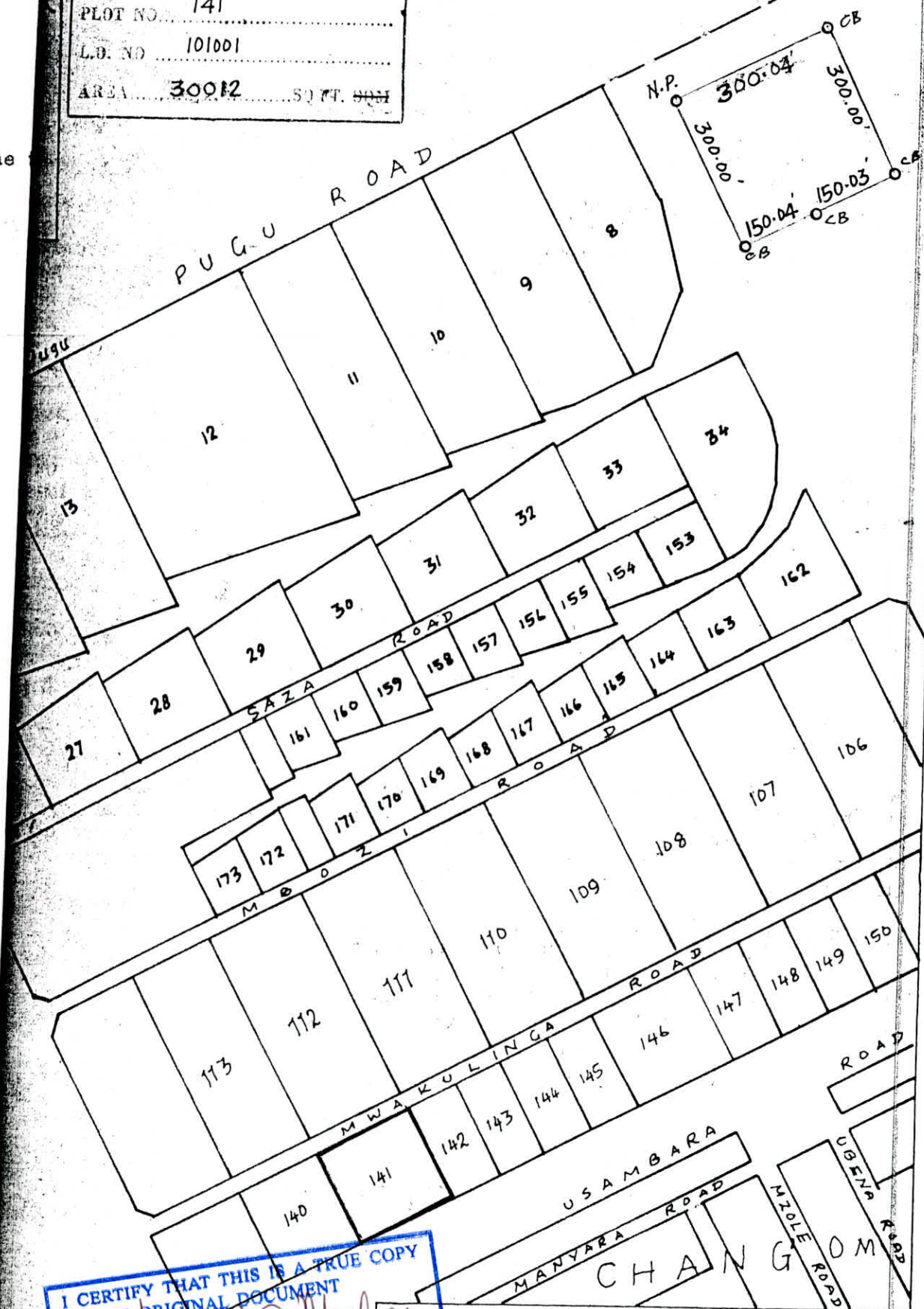
I CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL DOCUMENT
[Signature]
Company Secretary
KCB (Tanzania) Ltd.

DAR-ES-SALAAM CITY

LOCATION **CHANGOMBE INDUSTRIAL AREA**
 BLOCK.....
 PLOT NO. **141**
 L.D. NO. **101001**
 AREA **30012** SQ. FT.

City Centre →

Accept the plan as shown.



I CERTIFY THAT THIS IS A TRUE COPY
 OF THE ORIGINAL DOCUMENT
Julia N.S. Mwalimu
 Company Secretary
 KCB (Tanzania) Ltd.

The issue of this plan implies no guarantee of admission of title by the Government.

This plan, prepared in accordance with Registered Plan No. 6712
 is approved for the purposes of the Land Registration Ordinance
 ✓ Director of Surveys and Mapping.....
 Date..... 10/2/87..... Surveys and Mapping Division
 Ministry of Lands, Natural Resources and Tourism, Dar es Salaam

FILED DOCUMENT No. 186080/10
 REGISTERED 24. 11. 87
 Form 32B
 At 11.00 A.M
 Senior Asst. Registrar of Titles



Stamp Duty Shs. 100/= Paid
 and Revenue Receipt No. 4/250867
 of L.O. NO. 101001
 2-10-86
 ASM/Lw. NO. 28444
 Asst. Registrar of Titles

TANZANIA STAMP DUTY ACT
 Stamp Duty Shs. 290/= Paid
 Original Receipt No. 4/250867
 of 2-10-86
 One thousand nine hundred and eighty six
 Duty Officer

THE UNITED REPUBLIC OF TANZANIA
 The Land Ordinance (Section 9)
 CERTIFICATE OF OCCUPANCY

the 24th day of November
 hundred and eighty seven.

TITLE NO. 186080/10

THIS IS TO CERTIFY that ELLEN KNITWEAVE MILLS LIMITED a limited liability Company incorporated in Tanzania and having its registered office in Dar es Salaam of P.O. Box 15016 DAR ES SALAAM (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") for a term of ninety nine years from the first day of July One thousand nine hundred and eighty six 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:-

The Occupier having paid rent up to the thirtieth day of June, 1987, shall hereafter pay rent of shillings five thousand six hundred and twenty five (Shs. 5,625/=) 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 1996, 2006, 2016, 2026, 2036, 2046, 2056, 2066 and 2076 or within five years thereafter in each case.

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 Dar es Salaam City Council (hereinafter called "the Authority");
- (ii) By the thirty first day of December 1986 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 three 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 lands 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 first day of June 1989;

I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL DOCUMENT
 N.S. Mawhood
 KCB (Tanzania)

- (v) At all times during the term after the thirtieth day of June, 1989 have on the land building 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 accordance with building plans and specifications which shall have been first approved by the Authority ~~and~~ 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 expense as assessed by the Commissioner for Surveys and Mapping.

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

3. (4) 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.

(11) Occupant or use of the whole or any part of the land or building on it by any person other than the Occupier or its employees agents or contractors shall be deemed a dealing with the land or buildings.

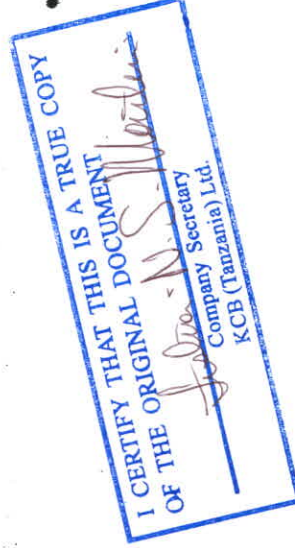
4. The Commissioner shall not have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliances with condition 2 (iv) will not receive consent except in special circumstances of which the Commissioner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

5. The Occupier shall further:-

(1) 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

(11) 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;

(111) 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 of Health;





TANZANIA PLASTIC MOULDERS LTD

P.O.BOX 10350, DAR ES SALAAM, TANZANIA
TEL: 2862155/2862146, FAX: 2860732

7

11th February, 2010

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



Febun
Pls advise
~~A~~
DIF

Dear Sir,

APPLICATION FOR RESIDENCE PERMIT CLASS 'A' IN RESPECT OF MR. ZAHIR M. TAHERALI WALIJI

Your letter ref TIC/PP.10/041654 dated 21st January, 2010 refers:

Kindly note that we had applied for Class 'A' for Mr. Waliji as a Director of our newly established company (Tanzania Plastic Moulders Ltd). In your letter you seem to refer to this application as class 'B' which is not the case.

A copy of Receipt No 3788105 for U.S. \$ 1,782 for payment of Class 'A' is attached for your ease of reference

Yours faithfully,

MUSHTAK T. WALIJI
Director

Noted.
20/1
19/4/2010

Enc.

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

ZAHIR M. TAHERANIKAZI

TFN. 614 (Rev. 8/94)

STAKABADHI YA SERIKALI

37888105

1

EXCHEQUER RECEIPT

NIMEPOKEA KWA

Received from

TANZANIA PLASTIC MOLDERS LTD



KIASI
Amount

Shs.				Cts.	
1	0	0	0	0	0
1	7	8	2		

JUMLA YA SHILINGI (Kiwa maneno)

The sum of Shillings (Words)

USBOLWA ONE THOUSAND HUNDRED EIGHTY TWO

KWA MALIPO YA

In respect of

IMMIGRATION & TOURS

KWA FEDHA (TASILMI/HUND)

NAMBA By Cash/Cheque No.

CASH

SAHIBI YA MPOKEAJI

Receipt Officer

Signature

[Signature]

CHEO - Title

ACE

TAREHI - Date

18 DEC 2007

KITBO - Station

DSM

Tanzania Executive Director
Tanzania Investment Centre



No 00215462

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 0416 54

This is to certify that

TANZANIA PLASTIC MOULDERS LTD

of address P.O. BOX 10350

DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~rehabilitation~~ expansion
or equity of the enterprise known as

TANZANIA PLASTIC MOULDERS LTD

Which is located at PLOT NO. 141, CHANG'OMBE INDUSTRIAL AREA

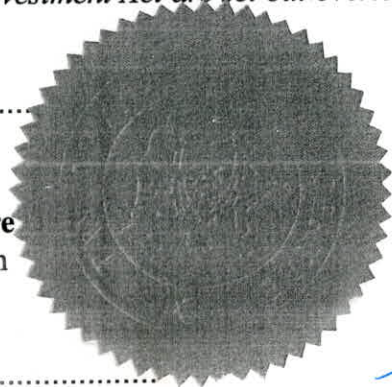
MWAKALINGA ROAD, TEMEKE - DAR ES SALAAM

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

Executive Director

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

Dated 27TH MARCH 2009



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

1. Shareholders
Mushtakali Taherali Waliji Kenyan 25
Imdadali Taherali Waliji Kenyan 25
Zahir Mushtakali Waliji Kenyan 25
Salim Imdadali Waliji Kenyan 25
2. Proposed Activities: To establish a project for manufacturing of industrial packing and household plastic products
3. Sector: Manufacturing Subsector Plastic products
4. Investment cost: Foreign USD 0.500m. Local USD 1.000m. Total USD 1.500m.
5. Project Financing: Equity USD 1.500m. Loans - Total USD 1.500m.
6. Source, terms and conditions of loan:
7. Assets to be invested:
Capital items: Foreign USD 0.500m. Local USD 1.000m. Total USD 1.500m.
8. Technology Agreement None
9. Date of TIC Registration: 11th March 2009
10. Implementation period March 2009 - February 2012
11. Operative date March 2012
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
(i) Applicable Import Duty And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997
(ii) Applicable with-holding Tax As per Income Tax Act, 2004 (as amended)
(iii) Eligibility of Capital Allowances As per Income Tax Act, 2004 (as amended)
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
(i) Date of Commencement of investment has to be notified to the Centre.
(ii) Certificate not to be transferred, assigned or amended
(iii) Failure to commence implementation within two years invalidates Certificate
(iv) Failure to operate investment must be notified to the Centre
(v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
Finished goods are not allowed under this Certificate

Signed

Executive Director

TANZANIA



Certificate of Incorporation

Section 15

No 67335

I HEREBY CERTIFY THAT

TANZANIA PLASTIC MOULDERS 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 5TH day of SEPTEMBER**TWO THOUSAND AND EIGHT**

A handwritten signature in black ink, appearing to read 'I. Kays'.

Assist. Registrar of Companies

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TANZANIA PLASTIC MOULDERS LIMITED

DRAWN BY:
MR. MUSHTAKALI TAHERALI WALIJI,
(SUBSCRIBER)
P.O. BOX 10350,
DAR ES SALAAM,
TANZANIA.

UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF INCORPORATION

No.

I HEREBY CERTIFY that

TANZANIA PLASTIC MOULDERS 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.....day of

.....Two Thousand and Six



.....
Registrar of Companies

TANZANIA
332816740
332816740
4/9/08
OFFICIAL
STAMP
FOR
ORIGINAL

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TANZANIA PLASTIC MOULDERS LIMITED

332816740
4/9/08
OFFICIAL
STAMP
FOR
ORIGINAL

1. The name of the company is **TANZANIA PLASTIC MOULDERS LIMITED**.
2. The registered office of the company will be situated in Republic of Tanzania.
3. The objective for which the company is established are: -
 - i) To carry on with the business of manufacturing all types of plastic items using moulds.
 - ii) To carry on the business as traders, general, merchants whether wholesale or retail or both, commission agents, manufacturers representatives, importers, exporters and to buy, sell, hire, manufacture, distribute and deal in property, goods produce, articles and merchandise of all kinds and transact any and every description of agency commission, commercial, industrial, manufacturer, distribution, mercantile, insurance and financial business.
 - iii) To acquire and undertake the whole or any part of the business property and liabilities of any persons, firms or company carrying on any business in which company is authorized to carry on, or possesses property suitable for the purposes of this company.
 - iv) To purchase, lease or otherwise acquire and to hold, sell, improve, develop, exchange, mortgage charge or otherwise dispose of any lands, buildings or any other assets.
 - v) To carry on the business of advertising contractors and agents, representatives, consultants, advisers, supply accessories for advertising material, to acquire and





disposal of advertising time, space or opportunities in any media, to undertake advertising and promotional campaigns of any nature, to acquire and provide promotional requisites of every kind and description, and to carry on any other business which may be usefully carried on in connection with such business, and to acquire and undertake the whole or any part of the business as such contractors or agents, or any other business which may be usefully carried on in connection therewith.

- vi) To carry on business of manufacturing and distributors of a dealer in engraving, prints, pictures, drawings and any written, engraved, painted or printed productions, in all their branches.
- vii) To carry on the business of manufacturers of and dealers in paper cardboard, postcards, pictures cards, playing cards, transfers, pens, pencils, ink and stationery generally.
- viii) To purchase or otherwise acquire, erect, maintain, reconstruct, and adapt any offices, workshops, mills plant, machinery and other things found necessary or convenient for the purpose of the company.
- ix) To amalgamate or enter into partnership whether perpetual or terminable for sharing profits, unions of interest, joint ventures, reciprocal concession or co-operation with any person, firm, association or group of persons carrying on or engaged in or about to carry on or engage in or in the transaction or cause of action which may seem to the company capable of being conducted so as directly or indirectly benefit the company or to prevent or minimize apprehended loss, damage or cost to the company or to such person, firm, society, association or group of persons and to purchase subscription for or, otherwise acquire and hold shares (fully or partly paid up) or stock in society, association or group of persons, and to sell, hold, reissue with or without guarantee or otherwise deal with such shares, stock or securities.
- x) To purchase or otherwise acquire all or any part of the business properties and liabilities of any company, society, partnership or persons, formed for all or any part of the purpose within the objective of the company and to conduct and carry on, or liquidate and wind up any such business.

- xi) To manufacture, sell and generally deal in any plant, machinery tools, goods or things of any description which in the opinion of the company may be conveniently dealt with, by the company in connection with any of its objects.
- xii) To improve, manage, develop, exchange mortgage, let or rent or in consideration of share of profits, either in money or kind otherwise grant license, easements and other rights of and over and in any manner dispose off the property and right of the company.
- xiii) To draw, accept and make and to endorse, discount and negotiate bills of exchange, promissory notes and other negotiable instruments.
- xiv) To borrow, raise money or secure obligations (whether of the company or any other person) by the issue of debentures, debenture stock (perpetual or terminable) bonds, mortgages, or any other securities, founded or based up on or any of the property and rights of the company including its uncalled capital, or without any such security and up on such terms as to priority or otherwise as the company shall think fit.
- xv) To receive money deposits, with or without allowance of interest thereof.
- xvi) To advance and lend money up on such securities as may be thought proper or without taking any security thereof.
- xvii) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any company, society or undertaking, the object of which shall either in whole or part, be similar to those of this company or such as may be likely to promote or advance, the interests of this company.
- xviii) To provide the welfare of persons in the employment of the company or formerly in the employment of the company of its predecessors in the business and their wives, widows and families of such persons by grant of money, pensions or other payments and to form, subscribe to or otherwise and benevolent religious, scientific national or other institution or aid by the company by reason of the nature or locality of its operations and otherwise.

- xix) To carry on, develop, extend and turn to account any trade, business or operation whatsoever which can in the opinion of the company could be advantageously or conveniently carried by the company by way of extension of or in connection with all or any of the trade, business and operations which the company is authorized to carry on or is calculated directly or indirectly to develop any branch of the company's business or to increase the value of or turn to account of the company assets, property or rights.
- xx) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them and IT IS HEREBY DECLARED that in the interpretation of this clause the powers conferred up on the company or by juxtaposition of two or more objects, nor shall any of the aforesaid objects or powers be deemed subsidiary or auxiliary merely to the objects mentioned the first or any other paragraph, save as is expressly provided, but so that the company shall have full power to exercise all or any of the powers conferred by and part of this clause in any part of the word and in the event of any ambiguity this clause and every paragraph hereof shall be construed in such a way as to widen and not to restrict the power of the company.
4. The liability of the members is Limited.
5. The Share capital of the Company is **T. Shs. 50,000,000/=** divided to **10,000** Ordinary shares of T. Shs. **5,000/=** each with power to increase/reduce the capital or consolidate or subdivide the share into shares of larger or smaller amount and to all or any part of the said Capital. The company has the power to alter the capital value of shares and create classes to shares, attach special rights, limitations and obligations to shares from time to time as it may deem fit.

WE the undersigned 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 number of shares in capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. Mr. Mushtakali Taherali Waliji, P. O. Box – 10350, DAR ES SALAAM.	2,500	
2. Mr. Imdadali Taherali Waliji, P. O. BOX – 82021, Mombasa, KENYA.	2,500	
3. Mr. Zahir Mustakali Waliji, P. O. BOX – 10350, DAR ES SALAAM.	2,500	
4. Mr. Salim Imdadali Waliji, P. O. BOX – 82021, Mombasa, KENYA.	2,500	

Dated at Dar es Salaam this 4th day of SEPTEMBER 2008.



Witness to the above signatures: -

MR. AILISHI MLOWE

SIGNATURE: _____

POSTAL ADDRESS: _____

QUALIFICATION: _____

TANZANIA
Stamp Duty Shs. 5000/-
PAID ON ORIGINAL
Receipt No. 3328/6740. 4/19/68
Stamp Duty Officer

THE COMPANY ACT, 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TANZANIA PLASTIC MOULDERS LIMITED

Stamp Duty Shs. 5000/-
Receipt No. 3328/6740. 4/19/68
Stamp Duty Officer

INTERPRETATIONS

1. In these Regulations:

“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 when the notice is given or on which is to take effect;

“the holder” in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

“the seal” means the common seal of the company;

“secretary” means the secretary of the company or any person appointed to perform the duties of the secretary of the company;

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

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

The regulation contained in Part I of Table A to the Companies Act, 2002 shall apply save for Regulation 22 and in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under Table "A" the former shall prevail and in addition to substitution for or modification of the provisions of Table "A" the following be the regulations of the Company.

PRIVATE COMPANY

2. The Company is Private Company and accordingly: -
 - (a) The right to transfer shares is restricted in manner hereinafter prescribed.
 - (b) The number of members of the Company (exclusive of person who are in the employment of the company and of persons who have been formerly in employment of the Company) is limited to fifty, provided that where two or more persons hold one or more shares in the Company they shall for the purpose of this regulation be treated as a single member.
 - (c) Any invitation to the public to subscribe for any share or debenture of the Company is prohibited.
 - (d) The Company shall not have the powers to issue warrants to bearer.

SHARE CAPITAL & VARIATION of RIGHTS

3. Subject to the provision of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may by ordinary resolution determine.
4. Subject to the provision of Section 61 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of the issue of the shares of that class) may,

whether or not the company is being wound-up, be varied with the consent in writing of the holders of three-fourth of the issued share of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply, but so that the necessary quorum shall be 2 persons at least holding or representing by proxy 1/3rd of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

6. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
7. The company may exercise the power of paying commission conferred by Section 56 of the Act. Subject to the provisions of the Act, such commission may be stratified by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in other.
8. Accept as required by law, no person shall be recognised by the company as holding any share up on any trust, and the company shall not be bound by or to be compelled in any way to recognised (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in fractional part of a share or (accept as otherwise provided by the articles or by law) any other rights or interests in respect of any share except in absolute right to the entirety thereof in the registered holder.

ALTERATION OF CAPITAL

9. Articles 29 to 39 of Table "A" shall apply with following clarifications:

The company may by ordinary resolution:-

- a. Increase its share capital by the new shares of such amount, as the resolution prescribes;
- b. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
- c. Subject to the provisions of Section 65(1)(d) of the Act, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association.

proper according to the number of shares already held by them respectively, or if there be only one such shareholder the whole of such shares be sold to him, provided that no shareholder shall be obliged to take than the maximum number of such shares stated in his answer to the said notice.

GENERAL MEETINGS

NOTICE OF GENERAL MEETINGS AND PROCEEDINGS

AT THE GENERAL MEETING

12. Articles 40 to 55 Table "A" shall apply subject to the following variations: -

- (a) A General meeting, Ordinary or Extra ordinary meeting, may with the consent of majority of members be convened on a shorter notice than seven days or without notice.
- (b) Two members, present either personally or by proxy shall form a quorum.
- (c) Any ordinary resolution of the Company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and or the members of the Company holding three votes of the issued shares of the Company shall be valid and effectual as an or inanity resolution duly passed at a general meeting of the company.

DIRECTORS

13. (a) Until otherwise determined by the Company in general meeting the Directors shall not be less than 2 and not more that 50 in number.

14. The following persons shall be the first Directors of the company:

- **MR. MUSHTAKALI TAHERALI WALIJI**
- **MR. IMDADALI TAHERALI WALIJI**
- **MR. ZAHIR MUSHTAKALI WALIJI**
- **MR. SALIM IMDADALI WALIJI**

15. The shareholding qualifications for the Directors may be fixed by the Company in General Meeting and unless and until so fixed no qualification shall be required.

16. The quorum of Directors for transaction business shall, unless otherwise fixed by the Directors, be 2 (Two).
17. Resolution in writing by all the Directors then in Tanzania shall be as valid and effectual resolution as if it had been passed at a meeting of Directors duly called and constituted.
18. The Directors may from time to time borrow or raised any money for the purpose of the company, which may exceed the issued share capital of the company.

BORROWING POWERS

19. The Directors may raise or borrow for the purpose of the company's business such sum or sums of money as they may think fit and they may secure the repayment of or raise any such or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company, present and future, including its uncalled or un-issued capital or by the issue, at such price as they may think fit, or bonds or debentures, either charged upon the whole or any part of the property and assets of the company, or not charged, or in such other way as the Directors may think expedient.

ALTERNATE DIRECTORS

20. Each Director may nominate a person, who shall be approved of in writing by the other Directors, to act as alternate in his place during his absence from Tanzania or inability to act as such Director. Shall be subject in all other respect to be terms and conditions existing with reference to the directors of the Company and such alternate

Directors when acting shall exercise and discharge all duties and functions of the Director whom he represents and in the case of an alternate Director being unable to act during the absence of inability to act as Director whom he represents he may subject to the like approval of the other Directors appoint a dully qualified person to act in his place.

SECRETARY

21. The Secretary shall be appointed by the Board for such terms as such remuneration and upon such conditions as it may think fit, and any secretary so appointed may be removed by the Board.
22. The board may authorize the auditors or their associates or any capable person to work as secretary to carry any specific secretarial work on payment of fees.

WINDING UP





23. With the sanction of a Special Resolution of the shareholders any part of the assets of the company including any shares in other companies may be divided between the members of the company is special or may be vested in Trustees for the benefit of such members and the liquidation of the company be closed and the company dissolved by so that no member shall be compelled to accept any shares whereupon there is only liability.

INDEMNITY

24. Every Director, Managing Director, Agent, Auditor, Secretary and officers for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in this favor or in which he is acquitted or in connection with any application (under Section 481 of the Act) which relief is granted to him by the court.

ALTERATION OR ADDITION

25. Subject to the provisions of the Act and those contained in the Memorandum of Association, the Company may by special resolution make an alteration and or addition to the memorandum and articles of association and alterations so made shall be as valid and effectual as if originally contained in those articles and be subject in like manner to alteration by special resolution.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. Mr. Mushtakali Taherali Waliji, P. O. BOX - 1035, DAR ES SALAAM	2,500	
2. Mr. Imdadali Taherali Waliji, P. O. BOX - 82021, Mombasa, KENYA.	2,500	
3. Mr. Zahir Mushtakali Waliji, P. O. BOX - 10350, DAR ES SALAAM.	2,500	
4. Salim Imdadali Waliji, P. O. BOX - 82021, Mombasa, KENYA.	2,500	

Dated at Dar es Salaam this 4th day of September 2008

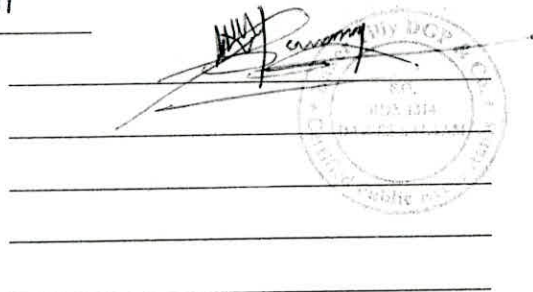
Witness to the above signatures: -

Mr. FRESH MOWSI

SIGNATURE: _____

POSTAL ADDRESS: _____

QUALIFICATION: _____



TANZANIA PLASTIC MOULDERS LTD

P.O.BOX 10350

DAR ES SALAAM

FEASIBILITY STUDY REPORT

ON

**PLASTIC INDUSTRIAL PACKAGING AND
HOUSE – HOLD PRODUCTS.**

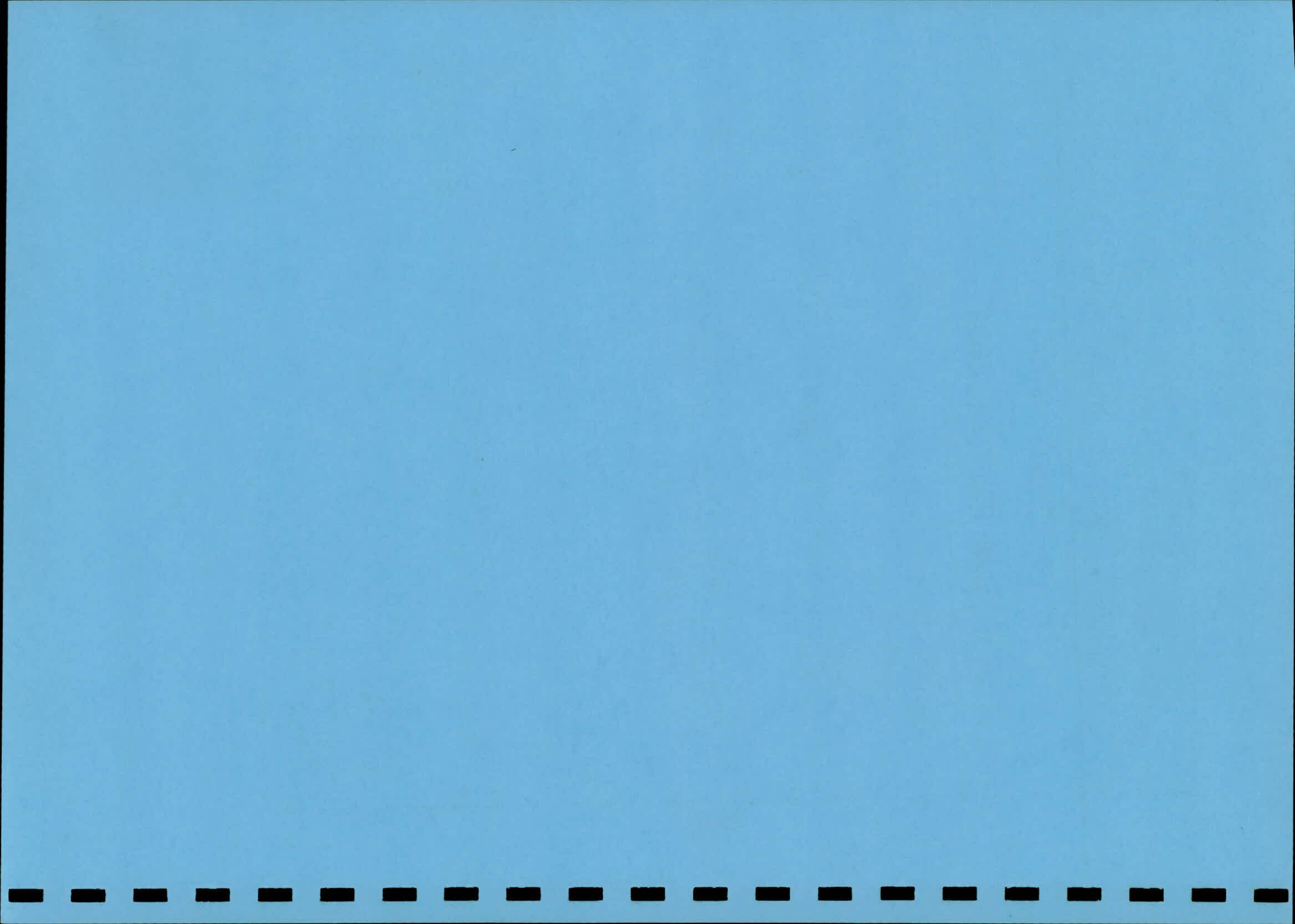
MANUFACTURING UNIT

IN

DAR ES SALAAM

PREPARED BY:

Tanzania Plastic Mouldres Ltd,
P.O.Box 10350
Dar es Salaam.



TANZANIA PLASTIC MOULDERS LTD

P.O.BOX 10350

DAR ES SALAAM

FEASIBILITY STUDY REPORT

ON

**PLASTIC INDUSTRIAL PACKAGING AND
HOUSE – HOLD PRODUCTS.**

MANUFACTURING UNIT

IN

DAR ES SALAAM

PREPARED BY:

Tanzania Plastic Mouldres Ltd,
P.O.Box 10350
Dar es Salaam.

TANZANIA PLASTIC MOULDERS LTD

P.O.BOX 10350

DAR ES SALAAM

Index

S/No	Subject	Page No.1
1	Introduction	01
2	Company Details	02
3	The project	04
4	Project Location & Inputs	06
5	The Market Demand	08
6	Promoters & Management	10
7	Manufacturing Process & Technology	11
8	Man power	14
9	Cost of the Project and means of finance	16
10	Project Implementation schedule	19
11	Project financing	21
12	Social & Development Benefits	26
13	Conclusion & Recommendations	29

List of Appendices:-

- Cost of the project & Means of finance
- Projected five years Profit & Loss Account
- Projected five years Balance sheet
- Projected five Fund Flow statement
- Projected Taxation schedule
- Projected Depreciation statement (phase I)
- Projected Depreciation statement (phase II)
- Chart on projected profits for five years
- Chart on cash – Projects for five years
- Implementation schedule (phase I)
- Implementation schedule (phase II)

**TANZANIA PLASTIC MOULDERS LIMITED
P.O.BOX 10350
DAR ES SALAAM**

Feasibility Study Report

0.1 Introduction:

This feasibility study report is being prepared for Tanzania Plastic Moulders Limited of P.O.Box 10350 Dar es Salaam, Tanzania. TPML has undertaken a project to venture in the manufacturing of plastic Industrial packaging and house- hold products. The promoters are Kenyans who are well experienced in the envisaged line of business. The promoters have enough financial resource to see through the project and will bring in foreign exchange right from the inception stage of the project.

The purpose of this study is to assess the commercial viability and operational feasibility of the project being undertaken by Tanzania Plastic Moulders Ltd. Most of the data has been compiled by the promoters own research and study in Tanzania and Kenya, and is first hand information. The finances have also been worked out on the basis of market and cost information provided by the promoters of the project.

0.2 Company Details:

Registration.

Tanzania Plastic Moulders Ltd was registered with the Registrar of companies on 5th September, 2008 as a Limited liability company with a paid up share capital of Tsh 50,000,000/- divided to 10,000 ordinary share of Tsh 5,000/- each with power to increase/reduce the capital or consolidate or subdivide the share into shares of larger or smaller amount and to all or any part of said capital. The company has the power to alter the capital value of shares and create classes to shares, attach special rights. Limitations and obligations to shares from time to time as it may deem fit. The registration number of the company is 67335.

Object Clause:

To carry on the business of manufacturing Plastic Industrial packaging and house – hold products, and also to include the manufacturing of allied products.

0.3 Promoters/Shareholders & directors:

The shareholder of TPML are as under:-

S/N	Names addresses and description of subscribers	No of share taken by each subscriber
1	Mr, Mushtakali Taherali Waliji P.O.Box 10350 Dar es Salaam – Tanzania	2,500
2	Mr. Imdadali Taherali Waliji P.O.box 82021 Mombasa - Kenya	2,500
3	Mr. Zahir Mushtakali Waliji P.O.Box 10350 Dar es Salaam - Tanzania	2,500
4	Mr. Salim Imdadali Waliji P.O.Box 82021 Mombasa - Kenya	2,500

The first directors of the company are:-

- 1) Mushtak T. Waliji
- 2) Imdadali T. Waliji
- 3) Zahir M. Waliji
- 4) Salim I. Waliji

Registered office Address:-

Plot/Block No. 140/141 Chang'ombe Industrial Area Mwakalinga street, Temeke District
Dar es Salaam.

0.4 The project:

The basic purpose of the entire project is to add value to the abundantly available inputs, which have hitherto not been adequately exploited. The project will create more wealth to the nation and shall endeavor to bring in more prosperity and economic independence besides creating employment.

According to market survey, there is still a lot of unfulfilled market demand both locally, and in the neighboring countries. This project will therefore ensure to replace to a larger extent all plastic industrial packaging and household products, which are being imported from outside the country to be used by various government and private agencies and individuals.

When fully operational the project is projected to employ nearly 150 people directly. Apart from adding to the wealth of the nation, it will also increase the purchasing power of the community there by leading to an overall increase in demand for other consumer products, which will in turn lead to better economic conditions.

Since the entire project cost will be borne by the promoters, there will be an inflow of previous foreign exchange. Since the output of the project is in the nature of import substitution, it will restrict the outflow of foreign exchange. In other words the project shall prove to be very much beneficial from a foreign trade point of view.

The project will bring in plant and machinery from outside the country and shall eventually train the local population in the running of the plant. The project will thus contribute towards the manufacturing sector of the economy. The manufacturing process being undertaken shall also ensure that value addition is being done within the country which is an added advantage.

0.5 Project Location & Inputs:

The project will wholly depend on imported raw materials and given the location of the project from the port, there should be no problem. There is adequate supply of power and water, which is required for the successful running of the business.

Since the project is related to manufacturing of Plastic Industrial packaging and house-hold products, the basic raw materials will be imported with only minimal requirement being obtained locally

Power requirement has been estimated at 1,100 h.p for the 24 hours operation daily and for that reason a 300 KVA Generator is being installed to supply power during any emergencies. There is also a borehole with a storage capacity of 1,500 cu. Liters to supply surplus water requirement.

0.6 The Market Demand:

Plastic Industrial packaging and house -hold products form the core production line of this project. Most of these products are used for packing other products in other factories. A review of the various end uses listed (where the list is not exhaustive) in itself provides enough indication about the demand for the product envisaged by the project. Plastic Industrial packages and house – hold products in various sizes has a ready export market besides having a lot of domestic demand.

Tanzania as a country has been enjoying a steady economic growth rate which has resulted into spurt of demand for quality products. The demand has been more pronounced in the basic necessity sector. The products of Tanzania Plastic Moulders Ltd form the basic for other manufacturing industries. They are used in all stages of packaging in one form or the other. As revealed by the survey carried out lately, more than 40% of such demand for plastic packages and house-hold products is being serviced through imports. There is therefore every indication that all produce will meet with ready market.

0.7 Promoters and management.

The Importance of well informed promoters and professional management can never be over estimated for successful implementation of any project. Infact an informed promoter and professional management can make a non-viable project look otherwise.

Tanzania Plastic Moulders Ltd has been promoted by Mr. Mushtak T. Waliji (His C.V is enclosed as a part of this report) and Mr. Imdad T. Waliji.

Mr. Mushtak T. Waliji is an accomplished business personality with business interests in various parts of the world, especially in Kenya and U.K. He has worldwide experience of establishing and running businesses. He has the knack of working at grassroot level for any project.

Mr. Mushtak T. Waliji owns businesses in Kenya and U.K and has wide experience of doing business successfully. He has been in plastic business before moving to Tanzania in 1994 where he has established two companies manufacturing other packaging materials namely Centaza Plastics Ltd and Printo Wrappings Ltd. Both companies are in Dar es Salaam and operating under one roof.

0.8 Manufacturing Process & Technology.

The factory to be put - up for the manufacture of all types of plastic Industrial packaging and house - hold items, using injection and blow moulding machines. The second most expensive investment in this line of production, is in the moulds for manufacturing various products.

Tanzania Plastic Moulders Ltd will hire expatriates to oversee the operations, and machines. TPML shall endeavor to promote local staff as much as possible to ensure better employment opportunities to the local populace. However it shall always ensure that efficiency of the unit is kept intact.

Man Power.

TPML shall run simultaneously a small in - house training programme where the experts will provide training to the new recruits before they are put on the jobs for on-job training. TPML believes that a motivated and skilled manpower can for sure bring in immense benefits to the industry and can ensure peaceful co-existence of all concerned.

0.9 Cost of the project & Means of finance:

A. Cost of the project:

Sr. No.	Details	US \$
1	Land & Building	550,000
2	Plant & Machinery	800,000
3	Vehicles	90,000
4	Furniture, Computers & Fixtures	40,000
5	Pre - expenses	20,000
	Total cost of the project	1,500,000

B. Means of Finance:-

Sr. No.	Details	US \$
1	Equity funds	1,500,000
	Total means of finance	1,500,000

Project Development:

The total cost of the project consisting of both the phases has been estimated at US \$ 1,500,000. As can be seen from the above chart, majority of the expenses involved will be on plant and machinery. Nearly 60% besides considerable money will be required in the starting up of the unit which has been grouped under the head pre-operating and initial working capital costs.

Phase I will be implemented within a span of three months and the second and the final phase will be completed within a span of nearly 21 months from the date of the completion of the first phase.

Building will be a permanent structure open to facilitate future expansions. The height of the factory shed will be 20 feet. A small training house and a rest room for the workers will also be constructed.

Details of Plant & Machinery to be imported are as under:-

Sr No.	Description
01	Injection Machines
02	Blow Moulding Machines
03	Grinding Machines
04	Lump cutting & Grinding machines
05	Chillers
06	Air compressors
07	Power factor correction
08	Distribution board
09	Workshop machines
10	Generator operated on Industrial diesel oil (IDO)
11	Water cooling system, water pumps e.t.c
12	Various Moulds
13	Vehicles
14	Spares
15	Forklift
16	Recycling plant

Three utility vehicles will be needed to transport finished goods from the factory to the customers besides marketing.

Office furniture will be bare minimum and so will be computers (may be three sets). Telephone lines, Fax line and Internet line will be kept handy at the factory to ensure speedy and ease of communication.

Pre-operating costs will take care of the preliminary expenses, initial survey and travel costs including accommodation charges, professional charges for preparation of reports e.t.c and shall also cover for the initial joining costs of various key personnel till the real operations commence.

Initial working capital shall include the money required to bring in enough quantity of raw- materials, money spend on revenue expenses for the process to be carried out and the financing of other revenue costs till the time money starts flowing back from the debtors for the goods sold to them on credit.

The promoters of TPML are in possession of requiring finances and committed to putting in the same as and when required. The initial capital has been created at 50 million Tanzanian shillings and balance amount will be treated as loan from promoters, interest free.

Project Implementation Schedule:-

As stated in the earlier paragraphs, the entire project will be implemented in two phases within a period of 24 months. The first phase is expected to be completed within a span of three to four months, and the next phase is expected to be completed in another 21 months. The initial capacity shall be approx 3,000 kgs a day and after completion of the second phase the manufacturing capacity shall be about 6,000 kgs a day.

Considering May, 2009 as the first month, the first phase is expected to be completed by June, 2010 and therefore commercial operations expected from July, 2010.

The project implementation schedule is shown in form of a table hereunder: -
(Phase I.)

Sr. No.	Activity	Completion Period
01	Company formation, registering with statutory authorities, like income Tax, Vat, NSSF etc, security TIC certificate of incentive, Industrial licence etc	April 2009
02	Site identification, purchasing the same, designing of plant layout and commencing of construction of factory shed.	April 2009
03	Order placement for various machineries, recruitment of key personnel	May 2009
04	Installation of Machines	May 2009
05	Procurement of Raw-materials for initial trial runs.	May 2009
06	Commencement of Trial Runs	June/July 2009
07	Commencement of commercial operations.	August 2009

The project implementation schedule is shown in form of a table Hereunder (Phase II)

Sr. No	Activity	Completion Period
01	Site mobilization & factory construction	August 2010
02	Factory shed complete & plant lay out finalized for implementation.	December 2010
13	Order placement for various machineries, recruitment of key personnel.	December 2010
04	Installation of plant and machines.	February 2011
05	Procurement of raw-materials for initial trial run and plant commissioning.	February 2011
06	Commencement of Trial Runs	March 2011
07	Commencement of commercial operations.	May 2011

The second phase implementation will begin immediately after twelve months and it is expected that within a span of another nine months major expansion as envisaged will be completed. Improvements will be introduced in the next phase based on the experiences of the first phase.

10. Project financing:-

10.01. Assumptions

- a) The rate of one US \$ is equal to Tsh 1,325/=
- b) Required labor force will be available
- c) Required permits will be granted within the limited time schedule to ensure implementation as per schedule.
- d) The first phase will be operational within a span of four months.
- e) Output in the first phase will be 3,000 kgs per day.
- f) The second phase will take nearly 21 months to complete after the start of the first year and will increase the capacity to 6,000 kgs, per day.
- g) Total investment will be 1,500,000 USD \$
- h) The project will have own finance.
- i) Land will be available on lease or purchase in future as and when required.
- j) Import duty exemption and deferment of VAT will be available on import of plant and machinery.

10.02. Projected five years profitability statements.

As can be seen from the enclosed projected profitability statement, the company will not earn profits in the first year where the operations are to run only for six months; however there will be cash profits.

The company will attain a turnover of US \$ 2.00 million in the first six months, and will go up to US \$4.00 million in the next year and from the third year of operation will remain steady at US \$ 6.0 million.

The profit will start coming from the 2nd year of operations. From year 4 onwards, the annual profit will be in the range of US \$ 0.5 million and above. The project enjoys a payback period of 5 years.

The company will be earning a gross profit @ 12% and net profit of nearly 5.00% for a large project of this magnitude a net profit of 5% is quite reasonable on the other hand the government will earn a lot of revenue due to such a high turnover.

Selling costs have been assumed at 5% of the sales while other overheads have been assumed to cost US \$ 50,000 per month for manpower costs.

Depreciation has been provided as per the prevailing income tax rates. Further full depreciation has been provided on assets purchased during the year. Separate schedules are attached with this report for calculation of depreciation.

10.03. Projected five years Balance sheet.

The enclosed balance sheet shows a very sound position of the company. The current assets ratio is in excess of 1.2 from the beginning and by the year 5 it is expected to reach 2.

Out of the total production 20% is projected for export market, vide advance TT or L.C and therefore debtors are not expected to be on the higher side. However for domestic sales one month credit has been considered.

Creditors will be outstanding for a period of 30 days and suppliers of services will also be expected to be paid at the expiry of one month.

10.04 Projected five years fund flow statements:-

From the appended project funds flow statement the company will be financed by the promoter's own funds. In the initial year (2009) investment will be of US \$ 700,000/= and by the year 2011 total investment of US \$ 1,500,000 will be completed.

Operating profits will be ploughed into the business. Once the operations are steadied from the year 2011, the annual contribution of operational profits shall be to the tune of US \$ 500,000/=

Depending on the surplus available, promoter's loan will be re-paid. As can be seen, the company shall be in a position to commence repayment or promoters loan by the year 2015.

As the operations will grow, the net working capital requirement will also grow. The increase in net current assets will be from US \$ 90,000/= (year 2009) to US \$ 680,000/= (year 2011)

The company assumes to maintain a positive cash balance of US \$ 25,000/= to US \$ 50,000/=

10.05. Projected five years Taxation schedule:-

The company will enjoy tax incentives as per the government laws of the country. It will have taxable profits only from the year 2014 and will then onwards contribute to the exchequer in excess of US \$ 150,000/= in the first year and then onwards in excess of US \$ 340,000/=. The company may reduce its tax burden by investing or case expanding its operations and in either case the country stands to benefit.

11. Social & Development Benefits:-

- **Employment creation:**

As has been observed earlier this project will provide direct employment opportunities to more than 150 locals for a start, inclusive of skilled, semi – skilled and unskilled class. Few expatriates will also be employed as per the requirement of the project.

The direct employment of more than 150 individuals will generate indirect employment for more than 800 individuals. In a nutshell it can be concluded that this project will have a very positive impact on the level of employment in the country and will be a welcome change.

- **Transfer of Technology:**

This project being a manufacturing outlet will usher into the country new technology. Although the technology may be simple, the advantages to country are quite significant. The country will get the advantage of value addition due to such incoming technology. Further the country can reduce its dependence on imports for the finished products manufactured by this project. Local employees will get on the job training from the experts (expatriate) employed and in the long run will improved the technical competence of the local population.

- **Inflow of foreign exchange:**

A percentage of the output will be exported out of the country. This will have a positive effect on the foreign exchange reserves of the country. In the first place the imports of similar products will be reduced which will enable the country to save on foreign exchange and secondly the output produced will be exported which will bring into the country foreign exchange, this providing positive impact on the foreign currency reserves of the country.

- **Contribution to the exchequer.**

This project will contribute substantially to the society in general and to the exchequer in particular. As has been observed, the total turnover at 100% utilization will be in the range of US \$ 6 million. This will result into VAT outflow of substantial amounts. Besides the company will be contributing tremendously in terms of PAYE and NSSF. In addition the company will also be contributing in terms of corporate taxation for the year 2014 onwards.

- **Positive cascading impact on the nation's economy:**

This project will have overall positive impact on the society. It will not only save the precious foreign exchange reserves of the country by producing import substitute products, out will also generate direct employment to more than 150

individuals and will provide means of livelihood to more than 800 people. The cascading positive impact on the society will be too great which will eventually lead to creation of national wealth. Its contribution to the exchequer will also be quite significant in terms of NSSF, PAYE, VAT and direct taxation apart from skills and development levy.

One more advantage of the project is the location. Since it is located in Dar es Salaam, which is still a developing city, there are more opportunities for expansion and development thus resulting into regional development. This project therefore aims at helping the government to further its own objective of promoting regional development.

Conclusion & recommendation:-

The foregoing write –up indicates that this project is beneficial to the country, which in turn pleads for immediate acceptance of the project as a feasible project.

- The country will get a manufacturing unit, which will add to its scarce manufacturing base. To date the country's manufacturing base is very low with contribution of 9% to the GDP there by making the economy pre – dominantly agriculture oriented.
- The project will bring in latest technology in the relevant field and will ensure training or development of skilled labour force in the country. The labour force will get on job training and will thus make them more and more competent.
- Most products envisaged to be manufactured are basically import substitute and will therefore save the scarce foreign exchange for the country.
- The project will lead to regional development. This advantage has many other advantages running parallel. There will be tremendous boost to the economic development in the region. It will arrest migration of individuals and will also alleviate the problem of congestion and concentration of work force in Dar es Salaam region.
- It will generate employment to 150 locals at the expiry of 24 months. Further this direct employment generation will lead to creation of employment opportunity of nearly 800 individuals.
- It will provide cascading positive impact on the economic situation in Dar es Salaam region. There are many other benefits both direct and indirect linked to this project and therefore we conclude that the project is feasible both technically and economically.

WE THEREFORE RECOMMEND THAT THIS PROJECT BE SUPPORTED IN TOTALITY, AS IT WILL BE IN FAVOR OF THE NATION AS A WHOLE.

Appendix I

**TANZANIA PLASTICS MOULDERS LTD EXPANSION PROGRAMME –
INVESTMENT COST**

	Foreign	Local	Total (USD \$)
Building & Buildings		550,000	550,000
Plant & Machinery		800,000	800,000
Motor vehicles		90,000	90,000
Security equipment		-	-
Furniture & Fittings		40,000	40,000
Working capital		-	-
Pre – operation expenses		20,000	20,000
TOTAL INVESTMENT COST		1,500,000	1,500,000

Appendix II

TANZANIA PLASTICS MOULDERS LIMITED EXPANSION PROGRAMME DEPRECIATION SCHEDULE

	USD \$		1	2	3	4	5	6	7	8	9	10
Land & Building	550000	4%	22000	22000	22000	22000	22000	22000	22000	22000	22000	22000
Plant & Machinery	800000	12.50%	100000	87500	76562.5	66942	58618	51290	44879	39269	34360	30065
Motor vehicles & trucks	90000	25%	22500	16875	12656	9492	7119	5339	4004	3003	2252	1689
Furniture & equipments	40000	12.50%	5000	4375	3828	3349	2930	2168	2243	1963	1718	1503
Pre-operational expenses	20000	20%	4000	4000	4000	4000	4000	0				
Total			153500	134750	119046.5	105783	94667	80797	73126	66235	60330	55257

Appendix III

TANZANIA PLASTIC MOULDERS LIMITED FINANCING PATTERN PROGRAMME.

	Foreign	Local	Total (USD \$)
Equity		1,500,000	1,500,000
Total			1,500,000

Appendix IV

**TANZANIA PLASTIC MOULDERS LIMITED
OPERATING COSTS**

	1	2	3	4	5	6	7	8	9	10
Repairs & Maintenance	501,899	564,637	627,374	627,374	627,374	627,374	627,374	627,374	627,374	627,374
Administration	68,863	77,471	86,079	86,079	86,079	86,079	86,079	86,079	86,079	86,079
Insurance	4,884	5,501	6,112	6,112	6,112	6,112	6,112	6,112	6,112	6,112
Direct fees	19,058	19,058	19,058	19,058	19,058	19,058	19,058	19,058	19,058	19,058
Other direct costs	5,495	6,182	6,869	6,869	6,869	6,869	6,869	6,869	6,869	6,869
Camping equipments	85,000	95,000	106,000	106,000	106,000	106,000	106,000	106,000	106,000	106,000
Utilities	426,000	480,000	532,289	532,289	533,000	533,000	533,000	533,000	533,000	533,000
Salaries & Wages	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000
Total operating costs	1,259,199	1,395,849	1,531,781	1,531,781	1,532,492	1,532,492	1,532,492	1,532,492	1,532,492	1,532,492

Appendix V

TANZANIA PLASTIC MOULDERS LIMITED WORKING CAPITAL

(US \$ 000)

Year	Assump.	1	2	3	4	5	6	7	8	9	10
Stock											
Spare -parts	3 months	27	34	49	49	49	49	49	49	49	49
	Moulds	125	170	200	200	200	200	200	200	200	200
	Raw Material										
Tyres & Tubes	1 month										
	Requirement										
Utilities	2 months	7.5	8.5	10	10	10	10	10	10	10	10
Cash	1 Month	5	7	11	11	11	11	11	11	11	11
		164.5	219.5	270	270	270	270	270	270	270	280
DEBTORS											
5% income		300	337	387	387	387	387	387	387	387	387
CREDITORS											
1 Month over heads		14	16	18	18	18	18	18	18	18	18
TOTAL CREDITORS		14	16	18	18	18	18	18	18	18	18
Net working capital		286	321	369	369	369	369	369	369	369	369
CHANGE IN WORKING CAPITAL											
		286	35	48							

Appendix VI

TANZANIA PLASTIC MOULDERS LIMITED SALARIES AND WAGES.

	No.	Salary/Month	Salary/Annum
secretaries	2	900	10,800
Machine Operators	6.5	5,500	66,000
Laborous	7	4,000	48,000
Drivers	7	750	9,000
Technical Surport	10	1,200	14,400
Total Salaries		12,350	148,200

Appendix VII

TANZANIA PLASTIC MOULDERS LIMITED OVERHEAD EXPENSES.

(US \$)

	Assumpt	1	2	3	4	5	6	7	8	9	10
Repairs & maintenance		501899	564637	627374	627374	627374	627374	627374	627374	627374	627374
Administrative		68865	77471	86079	86079	86079	86079	86079	86079	86079	86079
Insurance		4889	5501	6112	6112	6112	6112	6112	6112	6112	6112
Direct Fees		19058	19058	19058	19058	19058	19058	19058	19058	19058	19058
Total		594711	666667	738623	738623	738623	738623	738623	738623	738623	738623

Appendix VIII

TANZANIA PLASTIC MOULDERS LIMITED OVERHEAD EXPENSES PROGRAMME SALES REVENUE SCHEDULE

	1	2	3	4	5	6	7	8	9	10
Gross Revenue										
60% Goods Produced for local market	0.18	0.36	0.54	0.42						
20% Goods Produced for export	0.06	0.12	0.18	0.14						
20% other income	0.06	0.12	0.18	0.14						
Total Gross Revenue	0.30	0.60	0.90	0.70						

TANZANIA PLASTIC MOULDERS LIMITED PROJECTED PROFIT AND LOSS ACCOUNTS PROGRAMME

Particulars	1	2	3	4	5	6	7	8	9	10
Capacity Utilisation										
Sales Revenue	2,000,000	4,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Operating Expenses										
Overhead Expenses	1,552,000	3,252,000	4,952,000	4,952,000	4,952,000	4,952,000	4,952,000	4,952,000	4,952,000	4,952,000
Salaries and wages	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000	148,000
Total Operating Expenses	1,700,000	3,400,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000	5,100,000
Total Operating Pfofit	300,000	600,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Financial and Capital Charges	3,700	179,650	352,554	365,817	376,933	390,403	398,474	405,365	411,270	416,343
Depreciation	153,500	134,750	119,047	105,783	94,667	81,197	73,126	66,235	60,330	55,257
Profit before Tax	142,800	285,600	428,400	428,400	428,400	428,400	428,400	428,400	428,400	428,400
Taxation @ 30%	42,840	85,680	128,520	128,520	128,520	128,520	128,520	128,520	128,520	128,520
Profit After Tax	99,960	199,920	299,880	299,880	299,880	299,880	299,880	299,880	299,880	299,880
Profit B/F	-	99,960	299,880	599,760	899,640	1,199,520	1,499,400	1,799,280	2,099,160	2,399,040
Total Revenue	99,960	299,880	599,760	899,640	1,199,520	1,499,400	1,799,280	2,099,160	2,399,040	2,698,920

TANZANIA PLASTIC MOULDERS LIMITED PROJECTED PROFIT CASHFLOW PROGRAMME

Particulars	0	1	2	3	4	5	6	7	8	9	10
CASH INFLOW											
Capital inflow											
Equity	1,500,000										
Operation Inflow											
Profit before Tax		142,800	285,600	428,400	428,400	428,400	428,400	428,400	428,400	428,400	428,400
Depreciation		153,500	134,750	119,047	105,783	94,667	81,197	73,126	66,235	60,330	55,257
Total Cash Inflow	1,500,000	296,300	420,350	547,447	534,183	523,067	509,597	501,526	494,635	488,730	483,657
Cash Outflow											
Investment	1,400,000	50,000	50,000								
Re Investment											
Out Flow											
Taxation		42,840	85,680	128,520	128,520	128,520	128,520	128,520	128,520	128,520	128,520
Increase in Working Capital		286,000	35,000	48,000							
Total Cash Outflow	1,400,000	328,840	170,680	176,520	128,520	128,520	128,520	128,520	128,520	128,520	128,520
Net Cash Outflow	100,000	-32540	299,670	370,927	405,663	394,547	381,077	373,006	366,115	360,210	355,137
Opening Balance	-	100,000	67,460	367,130	738,057	1,143,720	1,538,267	1,919,344	2,292,350	2,658,465	3,018,675
Closing Balance	100,000	67,460	367,130	738,057	1,143,720	1,538,267	1,919,344	2,292,350	2,658,465	3,018,675	3,373,812

