



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

FILE BEGINS

ENDS

PART

FILE TITLE

FILE NUMBER

TICC

PP10

CONFIDENTIAL

042194

INDEX HEADINGS

Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken vide F/M
WIF	H1	BT	8/3/2012	✓										
Reviewing for		G	6/3/2012	✓										
PPED	M1	Ⓚ	8/3/12	✓										
DIF	f H	San	8/3/2012	✓										
Kalua	PP	Ⓚ	9/3/12	✓										

PART
FILE NUMBER
TICC

PP10/042194

REDDY INVESTMENTS LTD

MINUTE SHEET

Dokezo
No.

1.0

Ag. EXD

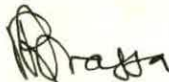
The approved project has fulfilled the investment requirements, which are: -

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest ...USD.....0.847M.....
- (b) Legal entity has been incorporated under certificate

No.81814..... of.....03/03/2011.....

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.



Revocatus Arbogast

Ag. DIF

8th March, 2012

2.0

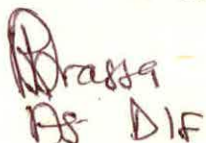
EXD

In response to the TIC letter of registration dated.....8th March 2012.....

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from.....CRDB Bank PLC.....
- (c)Lease Agreement - NSSF Hifadhi.....

With the above submission EXD is requested to sign Certificate of Incentives No.04.2194..... herein attached.



As DIF

09/03/2012

MINUTE SHEET

Dokezo
No.

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

REDDY INVESTMENTS LIMITED

Incorporated at..... this..... day of.....2011

Drawn by:

Komma S. Reddy
(Subscriber)
P.O. Box 2295
DAR ES SALAAM

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

REDDY INVESTMENTS LIMITED

Incorporated at..... this..... day of.....2011

Drawn by:

Komma S. Reddy
(Subscriber)
P.O. Box 2295
DAR ES SALAAM

THE UNITED REPUBLIC OF TANZANIA



CERTIFICATE OF INCORPORATION

No.

I HEREBY CERTIFY THAT

REDDY INVESTMENTS LIMITED

In this day incorporated under the Companies Act 2002

And that the Company is Limited

GIVEN under my hand at Dar es Salaam, the day of
Two Thousand and Ten

Registrar of Companies

TANZANIA
Stamp Duty Shs. 2000/-
PAID ON ORIGINAL
Receipt No. 13652 of 23/11

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
REDDY INVESTMENTS LIMITED

TANZANIA
Stamp Duty Shs. 2000/- Paid
Receipt No. 13652 of 23/11
Asst. Registrar of Companies

1. The name of the company is "REDDY INVESTMENTS LIMITED"
2. The Registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:-
 - (a) To carry on the business of spirits, beer agents, beer merchants, wine and wine merchants, liquor, beer, distilleries, to produce, distributor, buy, sell and prepare the same for market, import, export, and manufacture and deal in articles of all kinds in which liquor is used.
 - (b) To be general food manufacturers, packers and suppliers to local and exporter markets, to be grain millers and padres, fruits and vegetable conners, to be manufacturers of fresh juices and other beverages and to be bottlers and or canneries of same to manufacture tomato sauces and ketchups, chilli sauces, salad dressing cream, dried soup formulate and all kinds of food additives for local and export markets, to be importers and distributors of all kinds of foodstuffs.
 - (c) To carry on the business of manufacturing, selling, distributing, supplying of beverages such as juices, artificial juices, fruit drinks and fruit juices, soda and to pack and sell the same by whole sale or retail locally and to export the same to different parts of the world.
 - (d) To carry on the business of manufacturing, selling, distributing, supplying of mineral and aerated waters, to be agents and other non alcoholic drinks and to pack, distribute and sell the same by whole sale or retail locally and to export the same to different parts of the world.
 - (e) To carry on the business of food stuffs, importers, exporters, distributors, sellers, buyers whole sellers, retailers of agricultural products, such as tea, cereals, coffee, sugar, rice, flour, cashew nuts, peanuts, beans, cowpeas, yellow gram green monks and to be general suppliers in local and export markets, and generally to be traders and dealers of the above.
 - (f) To carry on the business as general food processors, packers, to be general suppliers of foods stuffs and agricultural crops, grain millers, food mixers, general exporters of fresh fruits, vegetables and flowers, to act as agents of buying and selling all kinds of food stuffs, agricultural equipments of every description, animal produce such as milk, meat, fertilizers and generally to deal in any other business connected therewith.

- (g) To carry on the business of importers, exporters, buying selling, dealers in hardware, building materials, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's agricultural implements and equipment's spares of every description, plumbers, decorators, steel fabrication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.
- (h) To purchase and sell livestock, poultry and agricultural and animal produce of all kinds, both wholesale and retail.
- (i) To carry on the business as ranchers, breeder of animals of all kinds as dairy, ostrich and poultry farmers and as ranchers, breeder of animals of all kinds. as dairy. ostrich and poultry farmers and as millers, grazers, gardeners seed growers and meat and fruit preservers.
- (j) To carry and promote and trade or business of farm and agricultural inputs, implements, tools, packaging materials and deal in the livestock and or the veterinary health care products to farmers and stockists, to buy, sell, supply, distribute whether in retail or wholesale fertilizer, insecticides, fungicides, growth stimulants, agro seeds, farm implements and tools, animals feeds, veterinary drugs and any related goods and import and export agriculture and food technology, industries and equipment, manufacture and semi processed products in Tanzania and other parts of the world.
- (k) To carry on the business and trade as bakers and confectioners, to own, manage, run a bakery and deal in the selling and distribution of all types of baked foods, bread, cakes, pies, meat, to trade as manufacturers of ice cream, proprietors of restaurants, hotels, refreshments and cold rooms, café, milk and snack bars and to deal in all types of beverages and render catering services.
- (l) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft and ships and boats of every description and carriers of goods and passenger by road, rail, water or air and to establish, acquire, maintain and operate transport service of every description both public and private and all services ancillary thereto and for such purposes or as independent undertakings to purchase, take in exchange, charter, hire, build, contract or otherwise acquire and to own, operate, work, manage, maintain, repair, service and deal with and in road vehicles, aircraft and vessels of every supplies therefore and to conduct any such business within the country or any other state in Africa or Europe or Asia and or any other foreign country.
- (m) To carry on the business of supplying of stationery, office equipment, writing materials, teaching aids and other educational establishment and as agents, school uniforms and stationers in all their business and to buy and sell stationery, office requirements and equipment, all types of books, sundry goods and to act as general merchants and commission

agents of print and bind and manufacture stationers and other requirements.

- (n) To carry on the business of electrical goods, electronic items, household, domestic appliance, audio visual goods, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.
- (o) To carry on the business of wholesalers, retailers, general traders, suppliers, merchants, importers, exporters, stockists and dealers in all types of textile materials, clothes, shoes, tie and dye, boutique, bags, selling second hand clothing, dresses of types and description whatsoever.
- (p) To carry on the business as general distributors of all sorts and types of products and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.
- (q) To engage in and carry out the business of proprietors and managers of guest houses, hotels, restaurants, cafes, road houses, motels, safari and holiday camps, caravan sites, apartment housekeepers, refreshment and tea rooms, milk and snacks bars, tavern, beer house and lodging housekeepers and to provide food and catering services to individuals, private and public institutions and to industrial and business concerns.
- (r) To promote tourism in Tanzania and elsewhere in Africa, to carry on business of travel and tourist agents and tour operators, car hire, hotel bookings, promote facilitate travelling to organise hunting, tented-camps, fishing and diving expeditions, safari promoters and undertakers generally and in particular to arrange and manager hunting safaris, photo safaris adventure tours, fishing trips, handling of game trophies and animal skins, catching, harbouring, transporting, wildlife and marine products of all kind.
- (s) To purchase or otherwise acquire and take over the whole or any port of the undertaking and business of selling clothing, shoes, textiles, fancy goods, ready made garment, hostelry, knitwear and general merchants.
- (t) To carry on the business of establishing and running supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description and generally to deal with such activities.
- (u) To carry on the business of advertising, media and entertainment media communication and consultancy advertising agents, public relations, consultants and sales promotion consultants in all their aspects and to advise on publicity, sales promotion, staff relations, industrial relation,

press and community relations. To conduct and advise on market research, publicity projects, advertising campaigns, exhibitions, trade fairs, displays, film shows, radio and television programmes, and also to carry on the business of investment advisers, market research and to act as intermediaries in the introduction of sellers, purchasers and partners.

- (v) To carry on the business of real estate affairs; apartment house management; apartments renting of real estate leasing of; real estate agencies; real estate appraisal; real estate brokers; real estate management; rent collection; rental of offices real estate renting of apartments; renting of flats.
- (w) To carry on the business and act as managers of investments and investment company, real estate agents, property managers, developers, valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and real estate, investment in any type of property, buildings, lands, securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.
- (x) To carry on the business of general traders, merchants, manufacturers representatives and to buy, sell, hire, manufacture, barter, trade and deal in property, mechanical machine shop, spare parts and machinery of every description, goods and articles and merchandise of all kinds and to transact any and every description of agency, insurance agents, commission, distribution, marketing, commercial, industrial, manufacturing, merchantile, insurance and financial business.
- (y) To carry on the business of dealing in importing, exporting, marketing, manufacturing stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise, and to act as insurance agents, commission agents, brokers and manufacturers, representatives in all fields. To be agent of foreign company and to establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and all either by merchandise and articles of all description.
- (z) To carry on the business of agents, consultants or representatives of foreign or local manufacturers, industries or other like organizations in any type of goods, products, commodities and services.
- (aa) To carry on the business of financial and managerial consultants and to act as managers, advisors and consultants in the field of accountancy, auditing business management and in any other business which may be useful carried in conjunction therewith.
- (bb) To carry on the business and act as managers of investments and investment company, real estate agents, property managers, developers, valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and

real estate, investment in any type of property, buildings, lands, securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.

- (cc) To engage in investment scheme for construction, rehabilitation, erection, ownership and management of commercial buildings, export processing zones and special economic zones, to buy, sell, hire, manufacture, trade, and deal in property, goods, produce, articles, and merchandise of all kinds and transact any and every description as development agency, distribution, marketing, commercial, industrial, manufacturing, mercantile, insurance and financial business and carry on the business of traders, general merchants, general storekeepers, metals, commission agents, business consultants, market research consultants, business transfer agents, company promoters, underwriters, financiers and bill brokers, del-credere agents, barter traders, court brokers, auctioneers and generally to execute and undertake agencies of all kind or carry on the business of warehouse construction, landscaping, engineering, general civil works and deal in all kinds of scrap metal and precious metals.
- (dd) To carry on the business of marketing, services, consultancy and selling of all types of information technologies, computer systems, conference systems, telecommunication systems, security systems, public address systems, data communication and to train, research, install and after sale services of electronic systems, voice and data networks and any other systems or components which the company may think fit, necessary or incidental to this business.
- (ee) To carry on the business as exporters, traders, suppliers, general merchants, stockists, wholesalers, retailers and dealers in business of scrapers, agricultural machinery, implements, equipment and all kinds of industrial projects machinery.
- (ff) To carry on the business of establishing and running shops, shopping malls, provision stores, supermarkets, department stores, groceries food and shops of all kinds and description and generally to deal with such activities.
- (gg) To deal in the business of project management consultancy and or otherwise dealing in specialized events management, employments agents, but not limiting to the deal in the micro financing and importing of related project tools and applications and to serve them in domestic or export market and to carry out various activities incidental to the attainment of the main object as contained in this clause, whether done for gain or otherwise.
- (hh) To purchase or acquire freehold, leasehold or other immovable property and movable property generally and also rights, privileges and easements over or in respect of any property movable or immovable, and to pay for the same in cash or in any other manner agreed upon, and

to take over and assume liabilities for payments of all moneys owing whatsoever under and by virtue of any mortgages, charges or other existing and charged upon any and all such property as may be purchased at any time by the Company from any Government, person, firm or company and to do all things and execute such documents and deeds as may be necessary to that end.

- (ii) To advance money to any person or persons or corporations, either with or without interest upon the security of freehold or leasehold property by way of mortgage, or upon marketable security and in particular to advance money to shareholders in the company, and others, upon the security of or for the purpose of enabling the person borrowing the same to effect or purchase, or enlarge or repair any house of building or to purchase the free simple or any term or terms of years of any property in Tanzania, or elsewhere upon such terms, and conditions as the Company may think fit.
- (jj) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.
- (kk) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants, easements, options, claims, properties, cassettes- and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.
- (ll) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.
- (mm) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights, licenses secret processes, machinery, plants, stock, in trade and real or personal property of any kind.

- (nn) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.
- (oo) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.
- (pp) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.
- (qq) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.
- (rr) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.
- (ss) To remunerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.
- (tt) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.
- (uu) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient.
- (vv) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.
- (ww) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (xx) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.

- (yy) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (zz) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- (aaa) To obtain any provisional order, ordinance or act of Parliament for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.
- (bbb) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (ccc) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.

That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

- 4. The Liability of the Members is Limited.
- 5. The capital of the Company is Shillings 10,000,000/= divided into 10,000 shares of Shillings 1,000/= each.

The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
KATASANI SANJEEVA REDDY P. O. BOX 2295 DAR ES SALAAM	150	<i>K. Sanjeeva Reddy</i>
KOMMA SIVARPRASADA REDDY P. O. BOX 2295 DAR ES SALAAM	150	<i>K. Sivaprasada Reddy</i>
RACHAMALLU SUNEETHA P. O. BOX 2295 DAR ES SALAAM	650	<i>R. Suneetha</i>
KOMMA RAJASEKHARA REDDY P. O. BOX 2295 DAR ES SALAAM	100	<i>Kreddy</i>

Dated at *D3m* this *2* day of *March* 20*11*.

Witness to the above signatures:

Name :

Signature :

Postal Address :

Qualification :



TANZANIA
Stamp Duty Shs. 2500/-
PAID BY ORIGINAL
Receipt No. 13652 of 2/3/11
Office

THE COMPANIES ACT 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
REDDY INVESTMENTS LIMITED

TANZANIA
Stamp Duty Shs. 2500/- Paid
Receipt No. 13652 of 2/3/11
Asst. Registrar of Companies

PRELIMINARY

1. In these regulations:-
"The Act" means the Companies Act 2002 of the Laws of Tanzania.

When any provision of the Act is referred to, the reference is that provision is as modified by any law for the time being in force:

Unless the context otherwise requires, the expressions defined in the Act or any statutory modification thereof in the force at the date at which these regulations become binding on the company, shall have the meaning so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, cooperatives, societies, etc.

The regulations of Companies Act shall not apply to the company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under this regulation the former shall prevail, and in addition to substitution shall be the regulations of the company.

PRIVATE COMPANY

2. The Company is a 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 persons who are in the employment of the Company and of persons who have been formerly in the employment of the company were while in such employment to be the member of the company) is limited fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be tested as a single member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
 - (d) The Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

3. The Directors may in their direction and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
4. Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows;
 - (a) No share shall be transferred to a person who is not a member so long as any member of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
 - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice the party and the board, or in case of difference to be determined by the Auditor of the Company.
 - (c) Upon price of such shares being agreed on a determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such days 21 notice the board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to single shareholder who shall have agreed to purchase the same.

5. **GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS.**

The regulation of Companies Act shall apply to the following variations:-

- (a) A General Meeting, Ordinary or Extraordinary may with the consent in writing of all 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 of the members of the company holding three - fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

6. DIRECTORS

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than four in number.
 - (b) The following persons shall be the first Directors of the company:-
 - 1. KATASANI SANJEEVA REDDY
 - 2. KOMMA SIVAPRASADA REDDY
 - 3. RACHAMALLU SUNEETHA
 - 4. KOMMA RAJASEKHARA REDDY
7. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be four.
9. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
10. The Directors may from time to time borrow or raise any money for the purposes of the Company which may exceed the issued share capital of the company.

BORROWING POWERS

The Directors may from time to time in their discretion raise or borrow for the purpose of any Company's business such sum or sums of money as they think fit.

11. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or

any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.

VOTE OF MEMBERS

12. On a show of hands every member present in person shall have one vote. On a roll every member shall have one vote only for the shares of which he is holder.
13. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the Company have been paid.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if the Director;
 - (a) becomes bankrupt; or
 - (b) is found to be a lunatic or becomes of unsound mind; or
 - (c) resigns his office by notice in writing to the Company;
 - (d) abstains himself from meetings of the directors for a period of six months without special leave of absence from the other Directors.

S E A L

15. The Directors shall provide for the safe custody of the Seal. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors or a Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

ALTERNATE DIRECTORS

16. Any director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so to act. Such Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Director whom he represents.
17. Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally present.

SECRETARY

18. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any Secretary so appointed may be removed by the Board.

WINDING UP

19. 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 in special or may be vested in Trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

ALTERNATION OR ADDITION

20. Subject to the provisions of the Act and to those contained in the Memorandum of Association the Company may by Special Resolution make alteration or addition 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.

INDEMNITY

21. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer 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 judgement is given in his favour or in which he is acquitted or is in connection with any application in which relief is granted to him by the Court.

ARBITRATION

22. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscriber	Signature
KATASANI SANJEEVA REDDY P. O. BOX 2295 DAR ES SALAAM	150	K. Sanjeeva Reddy
KOMMA SIVARPRASADA REDDY P. O. BOX 2295 DAR ES SALAAM	150	K. Sivaprasada Reddy
RACHAMALLU SUNEETHA P. O. BOX 2295 DAR ES SALAAM	650	R. Suneetha
KOMMA RAJASEKHARA REDDY P. O. BOX 2295 DAR ES SALAAM	100	K. Reddy

Dated at..... Dsm this 2 day of March 2011.....

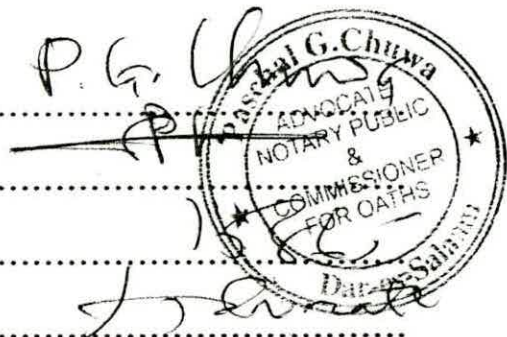
Witness to the above signatures:

Name :

Signature :

Postal Address :

Qualification :



REDDY INVESTMENT LIMITED

PROPOSED ESTABLISHMENT OF A PROJECT TO PRODUCE PORTABLE SPIRIT AND OTHER ALCOHOLIC BEVERAGES

Prepared by K.Sanjeeva reddy

P.O. Box 38315

Dar es Salaam

February 2012

Executive Summary

Reddy Investment Company has been a successful microbrewery in Dar es Salaam for the past three years. Located in Hifadhi Ubungo, the company has increased sales by 15% each year. The company's product lines are Portable spirit. This year, Reddy Investment Company, will gross \$520,000 in sales. This was generated from an initial investment of \$150,000.

Reddy Investment Company handcrafts its spirit in small sachets under the close personal attention of our brewers. The latest spirit mixing equipment and technologies are seamlessly combined with traditional brewing methods to ensure consistently excellent taste, whether packaged in small packaging sachets.

Reddy Investment Company is planning to expand its distribution to selected metro areas within the City of Dar es Salaam. Over the last three years, Reddy Investment Company has become one of the city's most popular microbreweries, and aims to repeat this Dar es Salaam-wide. In addition, the company will introduce a new product, a traditional German Marzen style. Owner funding and internally generated cash flow will enable the expansion plan. Sales projections for the next three years are based on current sales success with the target customer base in Dar es Salaam. The effective implementation of this plan will result in sales revenues growing to \$1.2 million by Year 3.

Reddy Investment Company will apply the same sales strategy that built sales in Areas surrounding Dar es Salaam: remove all obstacles between you and the customer. Once the customer tastes the product, he or she will know the quality and craftsmanship that goes into every packet of Reddy Spirit.

Reddy Investment Company products will be available in bars as well as retail outlets, such as local markets and corner stores. It will also aim to distribute through supermarkets, but it is envisioned that getting shelf space in national supermarkets will be more difficult and more expensive.

1.1 Objectives

The objectives of Reddy Investment Company are the following:

- Establish strong relationships with local portable spirit distributors in selected sales areas.

- Maintain tight control of cost and operation during expansion.

- Maintain the high-quality product that the company has become known for.

Company Summary

Reddy Investment Company has built a reputation for handcrafted care, time-honored methodology, and the finest natural ingredients from around the world.

Reddy Investment Company is determined to be a successful microbrewery in Dar es Salaam for the past three years. Located in the city of Dar es Salaam, the company has increased sales by 15% each year. The company's product lines are Portable spirit.

Reddy Investment Company handcrafts its portable spirit in small sachets under the close personal attention of our brewers. The latest brewing equipment and technologies are seamlessly combined with traditional brewing methods to ensure consistently excellent taste, whether packaged in packets or draft kegs.

Reddy Investment Company is planning to expand its distribution to selected metro areas within the City of Dar es Salaam. Over the last three years, Reddy Investment Company has become one of the city's most popular microbreweries, and aims to repeat this Dar es Salaam-wide. In addition, the company will introduce a new product, a traditional German Marzen style lager. Owner funding and internally generated cash flow will enable the expansion plan.

2.1 Company History

Reddy Investment Company handcrafts its portable spirit in small packets under the close personal attention of our brewers. The latest brewing equipment and technologies are seamlessly combined with traditional brewing methods to ensure consistently excellent taste, whether packaged in packets or draft kegs.

The portable spirit proved to be so popular that Reddy Investment Company soon could be found in almost every market and pub in Areas surrounding Dar es Salaam. Over the next three years, Reddy Investment Company has become one of the city's most popular microbreweries.

Reddy Investment Company's operations have expanded dramatically over the past three years. Currently, the company has a staff of eleven in production, delivery, and sales.

2.2 Company Ownership

Reddy Investment is owned by four Reddy's Family members.

Products

Reddy Investment Company has three Portable Spirit product lines:

Roaring River Red is an Irish style ale made the traditional way

Reddy's light, crisp and crystal clear, with a pure white foamy head. It's a blend of the very finest domestic and imported malts, hops and bottom-fermented lager yeast, delicately balanced.

Reddys Spirit is brewed in the traditional German Marzen style and is malty and full-bodied. We combine imported German hops and a special European yeast strain with the finest two row malted barley from the Pacific Northwest to give Reddys Spirit its unique character and warm, light amber color.

Market Analysis Summary

Over the past ten years, regional microbreweries have gained market share of portable spirit sales in the City of Dar es Salaam. A number of regional brands have moved from specialty market to the supermarket. The numbers have been impressive. At present, regional microbrews represent 10% of portable spirit sales in Dar es Salaam. This represents a 35% increase over sales numbers for the year 2000. Most importantly, the increased sales have occurred in the affluent communities in Dar es Salaam's metro areas.

Dar es Salaam's population has grown by 15% annually for the past ten years. Most of the growth has been in response to the explosion of hiring in the high-tech industry. The growth has added to the customer base that purchases regional microbrews. Traditionally, microbrews have been favored by young professional men and women in their late twenties and early thirties.

Another growth area that has had an impact on microbrew sales is the dramatic enrollment increase in the City's colleges and universities. Currently, there are 60,000 college students in the cities of Eugene, Corvallis and Portland. Microbrews represent 35% of portable spirit sales in the campus communities.

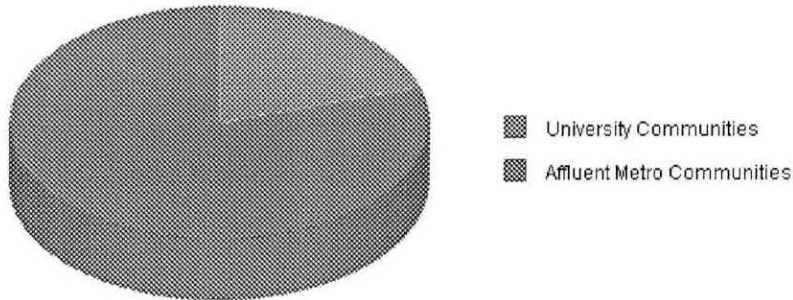
4.1 Market Segmentation

Reddy Investment Company plans to focus on the following market segments:

- Customers in university campus communities.
- Professional men and women aged 25 - 35 living in affluent metro communities.

Marketing and promotional activities will be grassroots based, rather than more expensive mass marketing. Martin Cove will reach these people through sponsorship of local entertainment of cultural events, advertising in small niche magazines targeted towards young "fashionable" professionals and sponsorship of activity groups.

Market Analysis (Pie)



Market Analysis

		2008	2009	2010	2011	2012	
Potential Customers	Growth						CAGR
University Communities	15%	100,000	115,000	132,250	152,088	174,901	15.00%
Affluent Metro Communities	10%	400,000	440,000	484,000	532,400	585,640	10.00%
Total	11.06%	500,000	555,000	616,250	684,488	760,541	11.06%

Strategy and Implementation Summary

Reddy Investment Company's new product, a traditional German Marzen style, is unique enough in taste and processing to be attractive to any business that serves portable spirit to customers. The added advantage is that the lager has no competitors. Reddy Investment Company will promote sales by reducing wholesale prices 12% for the first three months of sales.

5.1 Sales Strategy

Reddy Investment Company will apply the same sales strategy that built sales in Areas surrounding Dar es Salaam: remove all obstacles between you and the

customer. Once the customer tastes the product, he or she will know the quality and craftsmanship that goes into every packet of Reddy Cove.

Reddy Spirit will be available in bars as well as retail outlets, such as local markets and corner stores. It will also aim to distribute through supermarkets, but it is envisioned that getting shelf space in national supermarkets will be more difficult and more expensive.

5.1.1 Sales Forecast

The following is the sales forecast for the next three years.



Sales Forecast			
	FY 2012	FY 2013	FY 2014
Sales			
Microbrews	\$890,000	\$1,068,000	\$1,281,600
Other	\$0	\$0	\$0
Total Sales	\$890,000	\$1,068,000	\$1,281,600
Direct Cost of Sales	FY 2003	FY 2004	FY 2005
Microbrews	\$267,000	\$320,400	\$384,480

Other	\$0	\$0	\$0
Subtotal Direct Cost of Sales	\$267,000	\$320,400	\$384,480

5.2 Competitive Edge

Reddy Investment Company's competitive edge is as follows:

Quality Process and Ingredients: Our portable spirit is the highest quality and includes only the finest natural ingredients. Carefully selected for their distinctive flavor profile, the portable spirit are classically fermented and cold for a smooth, bold taste. We use fine North American two row barley malt in addition to imported Belgian specialty malts, generally regarded as among the finest malts in the world. We use hops from the Pacific Northwest in our ales, and use imported German hops to give our Martin Cove Lagers their distinctive taste.

Handcrafted: Our portable spirit is stored in small packets under the close personal attention of our brewers. The latest brewing equipment and technologies are seamlessly combined with traditional brewing methods to ensure consistently excellent taste, whether packaged in packets or draft kegs.

Management Summary

The following is the management summary for Reddy Investment Company:

6.1 Personnel Plan

Reddy Investment Company's personnel plan is as follows:

- Bottling and shipping manager;
- Brewing managers (2);
- Marketing/sales manager;
- Bottling staff (4);
- Shipping staff (3)

Personnel Plan			
	FY 20012	FY 2013	FY 2014
Bottling and Shipping Mgr	\$48,000	\$50,000	\$52,000

Brewing Mgrs (2)	\$96,000	\$100,000	\$104,000
Marketing and Sales Mgr	\$48,000	\$50,000	\$52,000
Bottling Staff	\$108,000	\$112,000	\$116,000
Shipping Staff	\$72,000	\$75,000	\$78,000
Total People	11	11	11
Total Payroll	\$372,000	\$387,000	\$402,000

FINANCIAL PLAN

The following is the financial plan for Reddy Investment Company.

Project Financing

Foreign Equity	Foreign Loan	Total
\$432,000	\$415,000	\$847,000

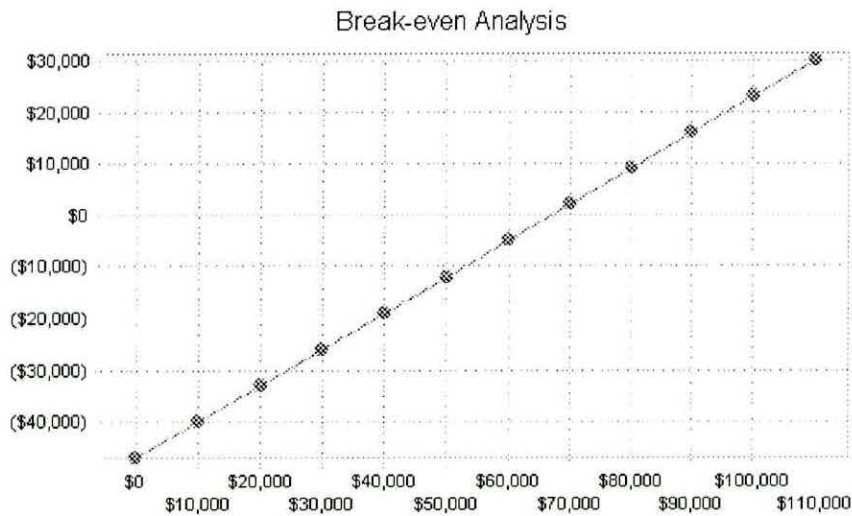
Investment Breakdown

Item	Cost
Land/Building	\$ 65,000
Plant	\$ 650,000
Vehicles	\$ 52,000
Furniture & Fittings	\$ 46,000
Pre-Expenses	\$ 34,000
Others	
Working Capital	

Total	\$ 847,000
-------	------------

7.1 Break-even Analysis

The monthly break-even point is \$67,036.



Break-even Analysis

Monthly Revenue Break-even \$67,036

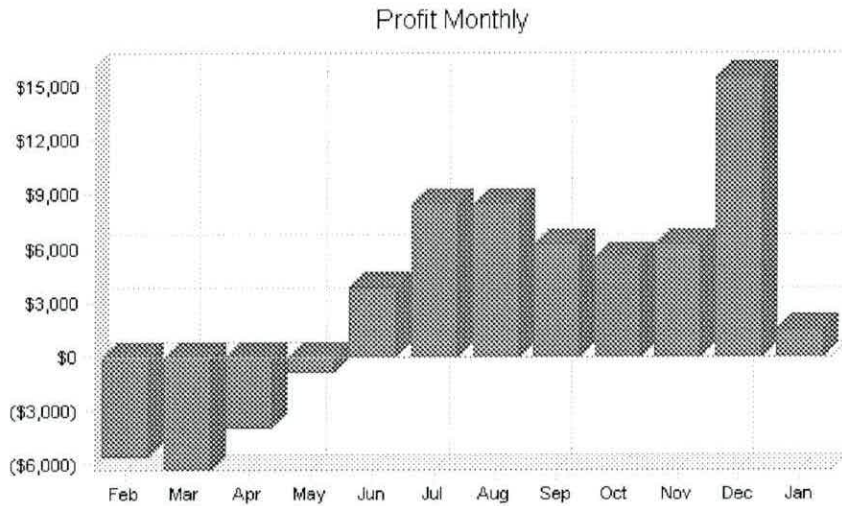
Assumptions:

Average Percent Variable Cost 30%

Estimated Monthly Fixed Cost \$46,925

7.2 Projected Profit and Loss

The following table and charts highlight the projected profit and loss for the next three years.

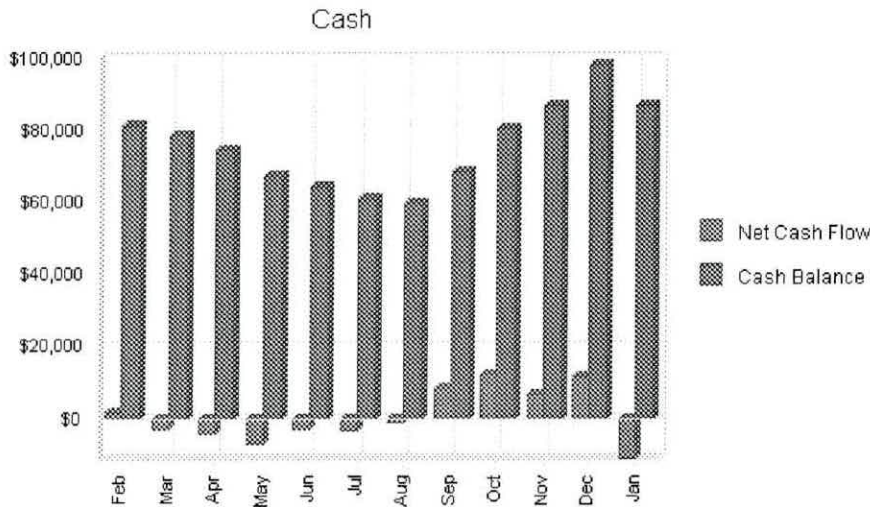


Pro Forma Profit and Loss			
	FY 2012	FY 2013	FY 2014
Sales	\$890,000	\$1,068,000	\$1,281,600
Direct Cost of Sales	\$267,000	\$320,400	\$384,480
Other Production Expenses	\$0	\$0	\$0
Total Cost of Sales	\$267,000	\$320,400	\$384,480
Gross Margin	\$623,000	\$747,600	\$897,120
Gross Margin %	70.00%	70.00%	70.00%
Expenses			
Payroll	\$372,000	\$387,000	\$402,000
Sales and Marketing and Other Expenses	\$63,000	\$83,000	\$105,000
Depreciation	\$14,400	\$14,400	\$14,400
Sales Commission	\$26,700	\$32,040	\$38,448

Utilities	\$12,000	\$12,000	\$12,000
Insurance	\$2,400	\$2,600	\$2,800
Rent	\$16,800	\$16,800	\$16,800
Payroll Taxes	\$55,800	\$58,050	\$60,300
Other	\$0	\$0	\$0
Total Operating Expenses	\$563,100	\$605,890	\$651,748
Profit Before Interest and Taxes	\$59,900	\$141,710	\$245,372
EBITDA	\$74,300	\$156,110	\$259,772
Interest Expense	\$3,782	\$3,398	\$2,998
Taxes Incurred	\$16,835	\$41,494	\$72,712
Net Profit	\$39,282	\$96,818	\$169,662
Net Profit/Sales	4.41%	9.07%	13.24%

7.3 Projected Cash Flow

The following table and chart highlight the projected cash flow for the next three years.



Pro Forma Cash Flow			
	FY 2003	FY 2004	FY 2005
Cash Received			
Cash from Operations			
Cash Sales	\$222,500	\$267,000	\$320,400
Cash from Receivables	\$622,500	\$776,000	\$931,200
Subtotal Cash from Operations	\$845,000	\$1,043,000	\$1,251,600
Additional Cash Received			
Sales Tax, VAT, HST/GST Received	\$0	\$0	\$0
New Current Borrowing	\$0	\$0	\$0
New Other Liabilities (interest-free)	\$0	\$0	\$0
New Long-term Liabilities	\$0	\$0	\$0
Sales of Other Current Assets	\$0	\$0	\$0
Sales of Long-term Assets	\$0	\$0	\$0
New Investment Received	\$0	\$0	\$0

Subtotal Cash Received	\$845,000	\$1,043,000	\$1,251,600
Expenditures	FY 2003	FY 2004	FY 2005
Expenditures from Operations			
Cash Spending	\$372,000	\$387,000	\$402,000
Bill Payments	\$461,903	\$552,706	\$690,670
Subtotal Spent on Operations	\$833,903	\$939,706	\$1,092,670
Additional Cash Spent			
Sales Tax, VAT, HST/GST Paid Out	\$0	\$0	\$0
Principal Repayment of Current Borrowing	\$0	\$0	\$0
Other Liabilities Principal Repayment	\$0	\$0	\$0
Long-term Liabilities Principal Repayment	\$4,020	\$4,000	\$4,000
Purchase Other Current Assets	\$0	\$0	\$0
Purchase Long-term Assets	\$0	\$0	\$0
Dividends	\$0	\$0	\$0
Subtotal Cash Spent	\$837,923	\$943,706	\$1,096,670
Net Cash Flow	\$7,077	\$99,294	\$154,930
Cash Balance	\$87,077	\$186,372	\$341,302

7.4 Projected Balance Sheet

The following table highlights the projected balance sheet for the next three years.

Pro Forma Balance Sheet			
	FY 2003	FY 2004	FY 2005
Assets			
Current Assets			
Cash	\$87,077	\$186,372	\$341,302
Accounts Receivable	\$125,000	\$150,000	\$180,000
Inventory	\$23,100	\$27,720	\$33,264
Other Current Assets	\$5,000	\$5,000	\$5,000
Total Current Assets	\$240,177	\$369,092	\$559,566
Long-term Assets			
Long-term Assets	\$100,000	\$100,000	\$100,000
Accumulated Depreciation	\$26,400	\$40,800	\$55,200
Total Long-term Assets	\$73,600	\$59,200	\$44,800
Total Assets	\$313,777	\$428,292	\$604,366
Liabilities and Capital	FY 2003	FY 2004	FY 2005
Current Liabilities			
Accounts Payable	\$25,515	\$47,211	\$57,623
Current Borrowing	\$0	\$0	\$0
Other Current Liabilities	\$0	\$0	\$0
Subtotal Current Liabilities	\$25,515	\$47,211	\$57,623
Long-term Liabilities	\$35,980	\$31,980	\$27,980

Total Liabilities	\$61,495	\$79,191	\$85,603
Paid-in Capital	\$80,000	\$80,000	\$80,000
Retained Earnings	\$133,000	\$172,282	\$269,101
Earnings	\$39,282	\$96,818	\$169,662
Total Capital	\$252,282	\$349,101	\$518,763
Total Liabilities and Capital	\$313,777	\$428,292	\$604,366
Net Worth	\$252,282	\$349,101	\$518,763

7.5 Business Ratios

Industry profile ratios based on the Standard Industrial Classification (SIC) code 5181, Portable spirit and Ale, are shown for comparison.

Ratio Analysis				
	FY 2003	FY 2004	FY 2005	Industry Profile
Sales Growth	71.15%	20.00%	20.00%	6.20%
Percent of Total Assets				
Accounts Receivable	39.84%	35.02%	29.78%	19.00%
Inventory	7.36%	6.47%	5.50%	28.70%
Other Current Assets	1.59%	1.17%	0.83%	31.50%
Total Current Assets	76.54%	86.18%	92.59%	79.20%
Long-term Assets	23.46%	13.82%	7.41%	20.80%
Total Assets	100.00%	100.00%	100.00%	#####
Current Liabilities	8.13%	11.02%	9.53%	32.00%

Long-term Liabilities	11.47%	7.47%	4.63%	18.40%
Total Liabilities	19.60%	18.49%	14.16%	50.40%
Net Worth	80.40%	81.51%	85.84%	49.60%
Percent of Sales				
Sales	100.00%	100.00%	100.00%	#####
Gross Margin	70.00%	70.00%	70.00%	24.60%
Selling, General & Administrative Expenses	65.60%	60.97%	56.82%	15.60%
Advertising Expenses	6.74%	7.49%	7.80%	0.60%
Profit Before Interest and Taxes	6.73%	13.27%	19.15%	2.80%
Main Ratios				
Current	9.41	7.82	9.71	2.24
Quick	8.51	7.23	9.13	1.07
Total Debt to Total Assets	19.60%	18.49%	14.16%	50.40%
Pre-tax Return on Net Worth	22.24%	39.62%	46.72%	9.10%
Pre-tax Return on Assets	17.88%	32.29%	40.10%	18.40%
Additional Ratios	FY 2003	FY 2004	FY 2005	
Net Profit Margin	4.41%	9.07%	13.24%	n.a
Return on Equity	15.57%	27.73%	32.71%	n.a
Activity Ratios				
Accounts Receivable Turnover	5.34	5.34	5.34	n.a

Collection Days	59	63	63	n.a
Inventory Turnover	10.91	12.61	12.61	n.a
Accounts Payable Turnover	18.32	12.17	12.17	n.a
Payment Days	28	23	27	n.a
Total Asset Turnover	2.84	2.49	2.12	n.a
Debt Ratios				
Debt to Net Worth	0.24	0.23	0.17	n.a
Current Liab. to Liab.	0.41	0.6	0.67	n.a
Liquidity Ratios				
Net Working Capital	\$214,662	\$321,881	\$501,943	n.a
Interest Coverage	15.84	41.7	81.85	n.a
Additional Ratios				
Assets to Sales	0.35	0.4	0.47	n.a
Current Debt/Total Assets	8%	11%	10%	n.a
Acid Test	3.61	4.05	6.01	n.a
Sales/Net Worth	3.53	3.06	2.47	n.a
Dividend Payout	0	0	0	n.a

CTIN: 1532802

ISO 9001 : 2008 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

.....REDDY INVESTMENTS LTD.....

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

115-742-493
.....

with effect from19-12-2011.....



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

Account Statement



Statement Date 07-Feb-12
 Statement Period 06-Feb-12 to 07-Feb-12
 Page Page 1 of 1
 Branch LUMUMBA
 Branch Code 00003301
 Contact Details
 Tel 222182334

REDDY INVESTMENT LTD
 38315 DSM

0785817889

TZA

Account No	0150270236900
Account Description	REDDY INVESTMENT LTD
Currency	TZS

TRANS DATE	DETAILS	CHANNEL ID	VALUE DATE	DEBIT	CREDIT	BOOK BALANCE
06-Feb-12	Brought forward Balance					0.00 CR
06-Feb-12	3301A/c Deposit. Client-2702369 WID=1589259.	BPWR	06-Feb-12		100,000.00	100,000.00 CR
	TOTAL VALUE				100,000.00	
CLEAR BALANCE AS ON 07-Feb-12						100,000.00 CR
BOOK BALANCE AS ON 07-Feb-12						100,000.00 CR
						"End of Statement"

OVERDRAFT FACILITY DETAILS :

Overdraft Limit TZS 0.00
 Overdraft Review Date 06-Feb-12

CRDB BANK PLC.
 LUMUMBA STREET DR.1, D.S.M.
[Signature]
 Departmental Manager
 (Business Banking)
 07/02/2012

Kindly examine this statement immediately. Any discrepancies must be reported to the Bank as soon as possible. Please note that the balance reflected could change if there are transactions that still need to be processed.

The Land Registration Act (cap.334)

LEASE AGREEMENT

This **LEASE** made this ... 13 day of ... 12 2011

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND a statutory corporation established by virtue of the National Social Security Fund Act No. 27 of 1997 whose head office is situated at Benjamin William Mkapa Towers, corner of Azikiwe Road /Jamhuri Street, P.O Box 1322, Dar Es Salaam (hereinafter referred to as the "Lessor") of the one part;

AND

REDDY INVESTMENTS LIMITED, of P O Box 38315, **Dar Es Salaam** (hereinafter referred to as the "Lessee") of the other part.

WHEREAS

- A. The Lessor owns the building situated at Ubungo area, Dar Es Salaam City known as **HIFADHI-EPZ** which has various shops, restaurant, and offices for letting.
- B. The Lessee is desirous of leasing from the Lessor **700 metres square** at the **UBUNGO HIFADHI-EPZ** by way of lease.
- C. The Lessor has agreed to lease the same to the Lessee according to the terms and conditions stipulated herein.

NOW THIS LEASE WITNESSETH AS FOLLOWS

1.0 COMMENCEMENT AND DURATION OF THE LEASE

The Lease shall be for a term of **two years** with an option to renew commencing from the **1st January, 2012 to the 31st December, 2013**

2.0 THE DEMISED PREMISES

The Lessor has agreed to demise to the Lessee office spaces in the **UBUNGO-HEPZ** situated at Ubungo area, Dar Es Salaam City (hereinafter referred to as the "demised premises") equivalent to **700 square meter**.

3.0 RENT AND TERMS OF PAYMENT

- 3.1 The monthly rent payable for the demised premises shall be **US Dollar 3. per square meter excluding VAT** which shall be paid **Quarterly in advance**.
- 3.2 All payments under this contract shall be made in Tanzanian Shillings equivalent to the exchange rate of that particular date.
- 3.3 Save for the provisions of section 3.3 below the rent shall be paid punctually without any deductions whatsoever.
- 3.4 All Taxes on rent shall be subject to the requirements of the Income Tax Act.
- 3.5 The Lessor has an absolute right to increase rent subject to market and inflation rates, conditions without prior consultation with Lessee.

The parties shall give sufficient notice of not less than three (3) months to each other before effecting any changes to this agreement

4.0 THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:-

- 4.1 The Lessee shall submit to the lessor for approval, which approval shall not be unreasonably withheld, proposals setting forth the materials to be used in connection with the internal partitioning of office space in the demised premises, which the Lessee shall procure and install at the Lessee's cost.

4.2 Service Charges:

To pay to the Lessor without any deduction by way of further and additional rent a proportionate part of the expenses and outgoings incurred by the Lessor in the provision of services therein such as

electricity in common areas, cleaning of common areas, garbage collection, sewerage, water, maintenance and servicing of lifts, maintenance and servicing of standby generator, plumbing system, car parking, general security, and such further and additional rent (hereinafter called the service charge) an amount of **U.S Dollar 2** per Square meter paid **quarterly in advance**.

- 4.3 To pay to the suppliers thereof all charges for electricity (including meter rents) consumed in the demised premises for heating, cooling, lighting and other purposes throughout the entire term of the lease.
- 4.4 At all times to keep the interior of the demised premises and appurtenances thereof including doors, windows and other glass fixtures, fittings, fastenings, electric wires and fittings, sanitary and water apparatus therein and the painting; in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly all windows both inside and outside in the demised premises.
- 4.5 To be responsible and indemnify the Landlord against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Lessee or the servants, agents licensees, invitees of the Lessee.
- 4.6 Whenever need arise to paint in a proper and workmanlike manner all the inside walls, wood, iron and other parts with two good coats of paint of suitable quality and colour approved in writing by the Lessor, and also with such painting to wash, cleanse and vanish in a proper and workmanlike manner all internal parts of the demised premises that have been or ought properly be so painted.
- 4.7 Except as provided under clause (4.1) hereinbefore not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, spoil, or destruction in or upon the demised premises nor to cut, or injure any of the roofs, walls, timbers, wires, pipes, drains, fixtures or fittings thereto without the prior consent of the Lessor which shall not be unreasonably withheld.
- 4.8 To report in writing to the Lessor any wants of reparation of the structure and external parts of the demised premises.

PROVIDED ALWAYS THAT the Lessee shall, subject to prior consent in writing of the Lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or partition or improvement convenient to the Lessee in the use of the demised premises prior to the termination or expiration of the said term, unless otherwise agreed with the Lessor in writing, the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition.

4.9 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises.

(a) For the purpose of carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining premises now or hereafter belonging to the Landlord;
or

(b) To view the state and condition of the demised premises and upon discoveries of any defect on the internal decorative finishes of the premises caused by the lessee, the Lessor shall give to the Lessee a notice in writing to repair and make/good the same. If the Lessee shall not within the period specified in the written notice commence and proceed execution of the works specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyors' fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action.

PROVIDED THAT the lessee shall not be responsible for repair caused by fair wear and tear.

4.10 Not to store or bring upon the demised premises or building any articles or combustible, inflammable or of dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised premises or building.

- 4.11 Not to do or suffer on the demised premises or any part of the building any act, matter or thing, whatsoever which may be or tend to annoy, damage disturb the Lessor or the owners or occupiers of any adjoining or neighbouring premises.
- 4.12 To use and occupy the demised premises solely and exclusively for approved business only.
- 4.13 Not to assign, sublet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld.
PROVIDED THAT where the consent has been reasonably withheld the Lessor shall refund the lessee for the residue of the unexpired term thereof.
- 4.14 To yield up the demised premises with the fixtures, fittings and additions thereto (lessee's fixtures exempted) at the expiration or sooner after determination of the said term in good and substantial repair and condition, (fair wear and tear exempted) to the Lessor in accordance with the covenants hereinbefore contained.
- 4.15 To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all action, claims, liability, costs and expenses arising therefrom.
- 4.16 To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised premises and/or the building and notified in writing by the Lessor to the Lessee from time to time.

5.0 THE LESSOR HEREBY COVENANTS with the Lessee (subject to the payment by the tenant of the rents and service charge and provided the tenant has complied with all the covenants and obligation on the part of the tenant to be performed and observed) as follows;

- 5.1 To maintain repair, amend, renew, cleanse, repaint and redecorate and otherwise keep in good and tenable condition:
- (a) The structure of the building and in particular the roofs foundations and walls thereof but excluding nevertheless therefrom:
- i) All walls that are wholly within demised premises.

- ii) The window and other glass of and in the demised premises and
- (b) The passenger lifts, entrances staircases, passages landing, toilet accommodation and all other parts of the building enjoyed, or used by the Lessee in common with others (all of which are hereinafter called the said common parts).
- (c) The boundary walls and fence of and in the cartilage of the building.
- (d) The forecourt pathways approach roads and car parks within the cartilage of the building.

PROVIDED that the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor has had notice thereof nor in respect of any obligation hereunder that is to be construed as failing within the ambit of any of the Lessee's covenants hereinbefore contained;

5.2 To maintain in good working order and repair;

- a) All apparatus equipment plan and machinery serving the passenger lifts and lift shafts the floor water heating systems and the electric lighting appliances in the said common parts.
- b) All sewer, drains, channels, watercourses, gutters, rainwater and soil pipes sanitary apparatus pipes wires and cables and supply lines in under or upon the building which shall serve the same (excluding nevertheless any which lie within the demises premises and exclusively serve the same);

5.3 So far as is practicable and without prejudice to the generality of the foregoing to perform the following services;

- a) To keep clean reasonably well lighted the said common parts.
- b) To tend and keep tidy and to plant with such flora as the Lessor shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) At its like discretion as aforesaid and so far as practicable to supply floral decoration in such of the said common part as the Lessor may from time to time deem suitable.

- d) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- e) To supply maintain repair and renew as need be such fire fighting equipment in the said common parts as the Lessor may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- f) To clean and keep clean all windows in the said common parts.
- g) To supply provided purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliance materials and other things which the Lessor may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
- h) To employ such staff as the Lessor may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

- 5.4 To ensure and keep insured the demised premises and Lessor's fixtures therein against loss or damage by fire and such other risks and the Lessor shall deem desirable or expedient in some insurers to be supplied to the Lessee on request) and in case of destruction of or damage to the premises or land part thereof from any cause cover by such and use to lay out all moneys received in respect of such insurance (other than for loss of rent architects 'and surveyors' fees and demolition and clearance expenses) in rebuilding and reinstating the same as soon as reasonably practicable. However the Lessor shall not be liable to insure any of the Lessee's properties inside the Lessee's premises.
- 5.5 That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessor contained shall peaceably hold and enjoy the demised premises.
- 5.6 Throughout the said term without any interruption by the landlord or any person rightfully claiming or in trust for the Lessor.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS

- 5.7 If and whenever during the said term the rent remains unpaid for 30 days from the date when such rent fell due, the lessor may serve the lessee a one month notice to remind him about the debt, and if the rent is not paid within 30 days from the date of issuing the notice of reminder the lessor may evict the lessee without further notice
- 5.8 In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, or act of God or force majeure or other risk against which the Lessor shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damages sustained shall again be rendered fit for occupation and use and any dispute with reference to this proviso shall be referred to arbitration in accordance with the Arbitration ordinance and any statutory modification or re-enactment thereof for the time being in force.
- 5.9 The Lessor shall not be responsible to the Lessee or the Lessee's licenses, servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.
- 5.10 It is hereby declared that each of the Lessee's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocable or irrevocably or otherwise howsoever a similar covenant or similar covenants effecting other adjoining or neighbouring premises for the time being belonging to the Lessor.
- 5.11 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

6.0 RENEWAL OF THE LEASE

The Lessor will at the written request of the Lessee made three months before the expiration of the term hereby created, (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the tenant herein contained at the expense of the lessor, grant to the lessee a Lease of the demised premises for further term of two years, from the expiration of the term hereby created, containing the like provisions as are herein contained (but with the exception of the present agreement) for renewal and the option on the part of the lessee to determine the term hereby created and at a rent to be mutually agreed by the lessor and the lessee.

7.0 TERMINATION OF THE LEASE

This lease shall come to termination upon the occurrence of the following;

- Death or bankruptcy of the Lessee
- Continued breach of the terms of this Agreement by either party
- Demolition of the demised premises
- Fundamental Change of circumstances rendering it impossible for the parties herein to maintain this Agreement.

8.0 NOTICES ON TERMINATION OF THE LEASE

The Lessee or Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a three months *Notice of Termination of the Lease* in writing to the Lessor or Lessee or in lieu of the Notice the lessee/lessor shall pay Three (3) months rent to the Lessor/Lessee.

9.0 FORCE MAJEURE

No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, PROVIDED that notice in writing of the occurrence of

such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the Parties hereto to be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

10.0 IT IS HEREBY FURTHER AGREED AND DECLARED by between the Lessor and the Lessee that:-

10.1 Should the lessee desire to vacate the demised premises during the period of this lease the Lessee shall give a three-month's (3) notice in writing or pay three month's rent as damages in lieu of such notice.

10.2 Registration charges and other expenses in connection with or incidental to the preparation of this Lease shall be borne by Lessee.

IN WITNESS HERE OF the parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.

Lessor,
SIGNED and DELIVERED for and on behalf of the Board of Trustees of the NATIONAL SOCIAL SECURITY FUND this...13...day of...December...2011

Name...MARY MUSTAFA

Signature...*M. Mustafa*

Postal Address P. O. Box 1322 Dar Es Salaam

Designation...MANAGER

In the Presence of:

Name...HELEN PINS

Signature...*H. Pins*

Postal Address P. O. Box 1322 Dar Es Salaam

Designation...LEGAL OFFICER



Lessee,
REDDY INVESTMENTS LIMITED

SIGNED and DELIVERED this...12...day of...12...2011

Name...R. SANJEEVA REDDY

Signature...*R. Sanjeeva Reddy*

Postal Address P. O. Box 38315 Dar Es Salaam

Designation...DIRECTOR

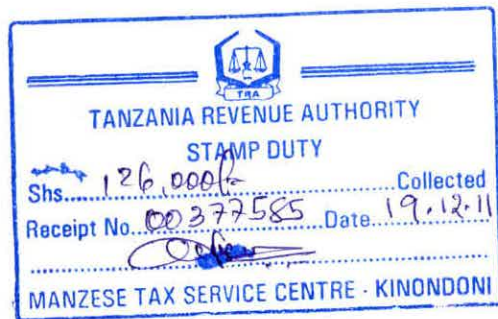
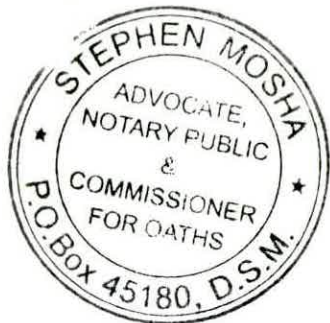
In the Presence of:

Name...STEPHEN MOSHA

Signature...*S. Mosha*

Postal Address...45180, DSM

Designation...ADVOCATE



TANZANIA



Certificate of Incorporation

Section 15

No **81814**

I HEREBY CERTIFY THAT

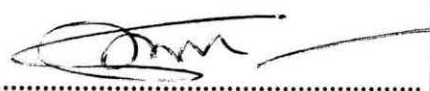
REDDY INVESTMENTS LIMITED =====

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

Given under my hand at Dar es salaam

this **3RD** day of **MARCH**

TWO THOUSAND AND ELEVEN


.....
Asst. Registrar of Companies



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 KATASANI SANJEEVA REDDY
(director/directors/agent of REDDY INVESTMENTS LTD
(name of business enterprise) apply for registration of REDDY INVESTMENTS
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 NO. 16 HIFADHI
UBUNGO DAR-ES-SALAAM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement
 - (ii) Certificate of Incorporation/Registration
 - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date
 - (iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at HIFADHI
4. The Principal Officers of the Company are K. SANJEEVA REDDY
5. Auditors of the Company are
6. The authorized share capital of the Company is Tshs./US\$

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

is Tshs./US\$ 847,000

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

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, K. SANJEEVA REDDY of Post Office Number 38315, DAR-ES-SALAAM

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

authorized agent of REDDY INVESTMENTS 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 }

K. Sanjeeva Reddy
Applicant

The 24 day of 02 2012

Before me:



[Signature]

Commissioner for Oaths

APPLICATION SUMMARY

Company Name: REDDY INVESTMENTS LTD

Certificate of Incorporation Number: 81814 Status:

Certificate of Incorporation Date:

Post Box: 38315

Town: DAR-ES-SALAAM

Sector: MANUFACTURER Sub-Sector: POTABLE SPIRIT

Investment Financing Plan in Million US\$ / Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan

432,000 415,000

Project Objectives: Established project for potable and drinking water spirit Manufactures

Capacity:

Employment: Foreign: Local: Total:

Implementation Period: Feb 2012 to January 2015

Project Location

Site/Plot/Block No.: 16 HIPADHI

Street: U.BUNGO District: KINODINI Region: DAR-ES-SALAAM
(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>KATASANI SANJEEVA REDDY</u>	<u>INDIAN</u>	<u>15%</u>
<u>KOMMA SIVAPRASADA REDDY</u>	<u>INDIAN</u>	<u>10%</u>
<u>KOMMA SUNEETHA</u>	<u>INDIAN</u>	<u>65%</u>
<u>KOMMA RAJASEKHARA REDDY</u>	<u>INDIAN</u>	<u>10%</u>
.....

Investment Breakdown US\$/Tshs.M

Land/Building	65,000
Plant	650,000
Vehicles	52,000
Furniture & Fittings	46,000
Pre-expenses	34,000
Others	
Working Capital	
TOTAL	847,000

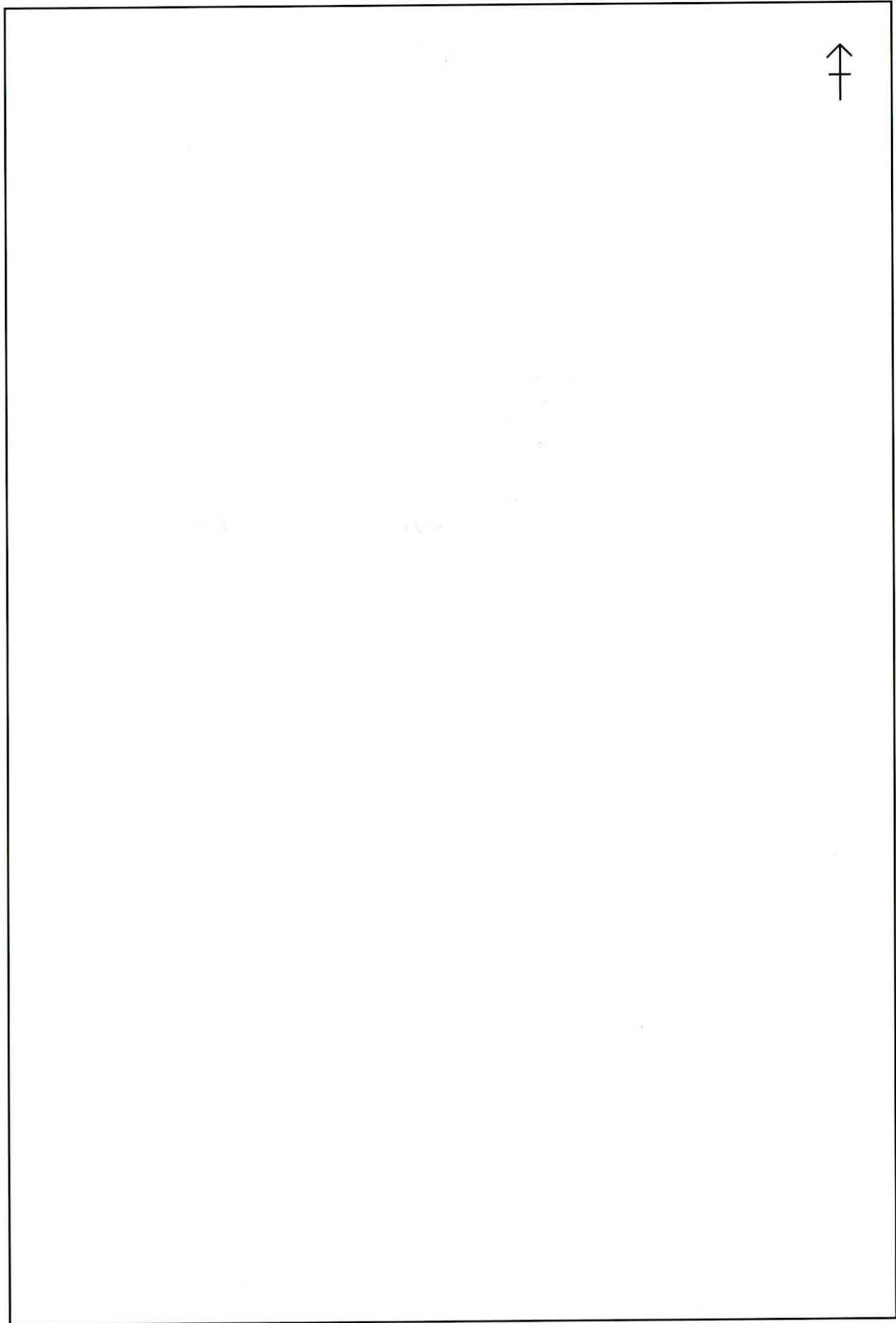
Contact Details:

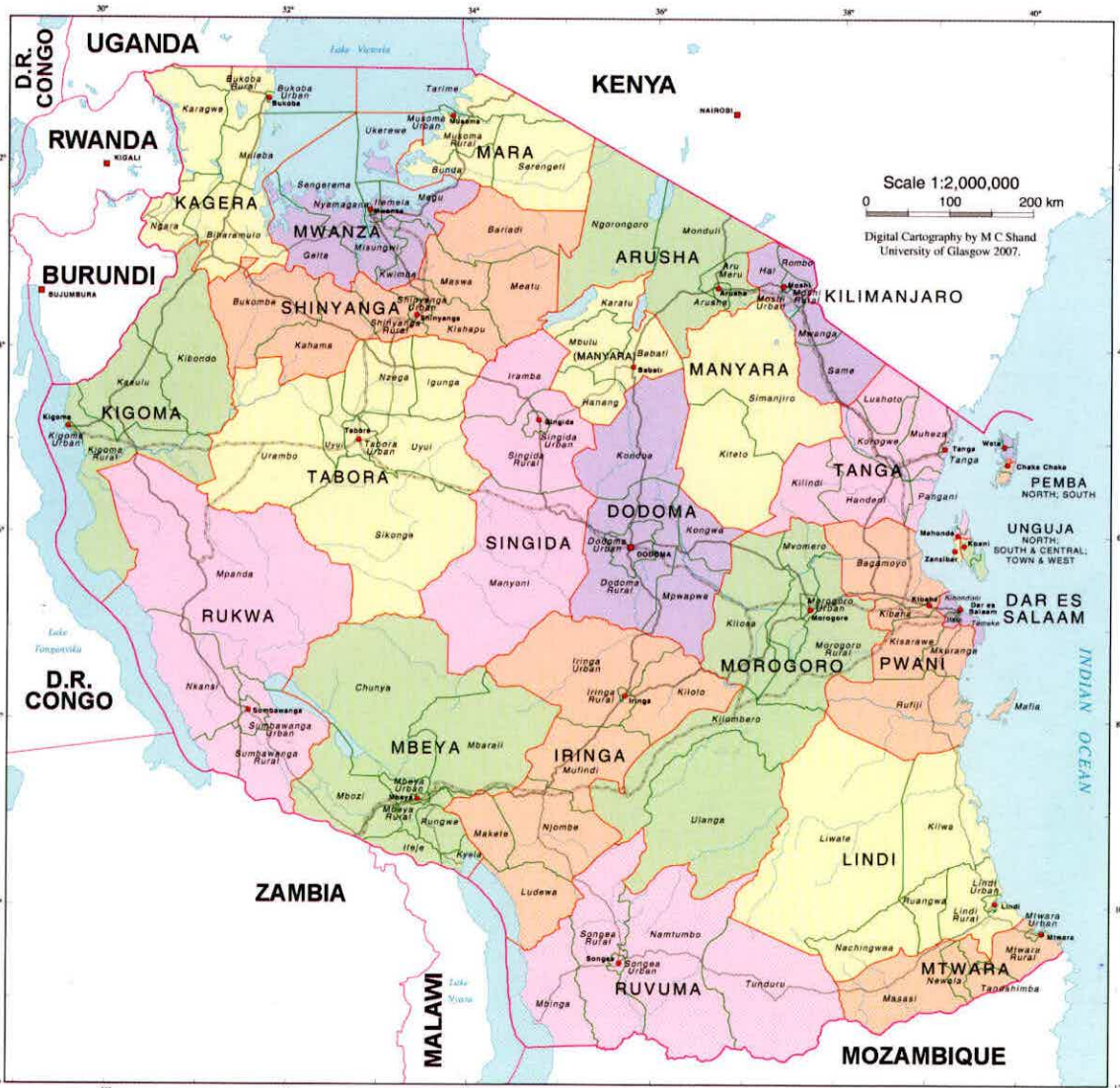
Name: K. SANJEEVA REDDY Title: DIRECTOR
Telephone: 0785 817 889 Fax:
Email: REDDY.INVEST@Yahoo.com

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





REDDY INVESTMENTS LIMITED

P.O Box 38315

Dar es Salaam

①

23rd February, 2012

Executive Director

Tanzania Investment Centre

P.O Box 938

Dar es Salaam

RE: APPLICATION FOR CERTIFICATE OF INCENTIVES UNDER TIA 1997

We are a limited liability company which was formed under the companies' ordinance (cap 212)

The company is operating a project for production and packaging of alcoholic spirit products located on the premises at Plot No.16 Hifadhi Ubungo Area Kinondoni. We plan to improve operation by acquiring state of art plants and other establishing materials, so we kindly request your approval and grant of TIC certificate of incentives to facilitate smooth implementation of the project.

Attached herewith please find the following basic documents for ease of reference and approval.

1. Dully Completed and Signed Application Form
2. Business Plan
3. Copy of Certificate of Incorporation
4. Copy of Memorandum and Articles of Association
5. Banker's Letter of Reference
6. Certified copy of Right of occupancy for the project location on Plot No.301 Mbezi Beach Area Kinondoni
7. Company Board Resolution



Thanking you for your kind cooperation

Yours sincerely,

K. Sanjeva Reddy
K. Sanjeva Reddy

Managing Director





P.O Box 38315

Dar es Salaam

23rd February, 2012

**EXTRACT OF MINUTES OF EXTRAORDINARY BOARD MEETING HELD AT THE
COMPANY'S REGISTERED OFFICE IN Ubungo Dar es Salaam ON 23rd February 2012, AT
12.00 PM**

"SPECIAL RESOLUTION"

Among other issues related to a project to produce portable spirit, It was resolved that the company apply for TIC certificate of incentive as per Tanzania Investment Act 1997 so that the project can enjoy various incentives as granted by the law

There being no other business to transact, the meeting was officially closed at 14.00AM

K. Saigun Neddhy
.....

Chairman

Date 24/02/2012
.....



TIC Evaluation Report

Name of the Company
Reddy Investments Ltd.

Post Box	Ubungu, Plot No. 16 Hifadhi House	COI Number	81814	Contact	Mr. K. Sanjeeva Reddy
Post Office	38315	COI Date	03/03/2011	Designation	Director
Region	Dar Es Salaam	Application F. No	09922	Phone	0
Country	Tanzania	Status		Direct Phone	0
		Sector	Manufacturing	Cell Phone	0785 817 889
		Sub Sector	Portable Spirit	Fax	0
		File No	042194	E-Mail Address	Reddyinvest@Yahoo.Com

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 16, Hifadhi House	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0.432</td> <td>0</td> <td>0.415</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.432	0	0.415	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
0.432	0		0.415	0								
Street	Ubungu											
District	Kinondoni											
Region	Dar es Salaam											

Shareholders Detail		
Name	Nationality	(%)
Komma Rajasekhara Reddy	Indian	10
Komma Suneetha	Indian	65
Komma Sivaprasada Reddy	Indian	10
Katasani Sanjeeva Reddy	Indian	15

Investment Breakdown (USD Million)	
Land/Building	0.065
Plant	0.65
Vehicles	0.052
Furniture & Fittings	0.046
Pre-expenses	0.034
Others	0
Working Capital	0
Total	0.847

Employment	0	Evaluated By	wf officer2
Capacity	xxxxx	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

Description

To establish a project to manufacture portable spirit and drinking water

Recommendations

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

Decision

Approved

AGXD
07/03/12

REF: CRDB/LUM/BBD/2702369/12

THE EXECUTIVE DIRECTOR,
TANZANIA INVESTMENT CENTRE,
P.O. BOX 938,
DAR ES SALAAM.

CRDB BANK PLC
Lumumba Branch,
P.O. Box 2318, Dar es Salaam, Tanzania
Tel: +255 (0)22 2180387, 2180079-81,
Fax: +255 (0)22 2182334
Website: <http://www.crdbbank.com>

08/03/2012

Dear Sir/Madam,



RE: FINANCIAL STATUS REPORT IFO REDDY INVESTMENT LTD ACC. NO. 0150270236900

Reference is made to the above heading.

This letter serves to introduce and confirm to your office that, M/s. REDDY INVESTMENTS LTD is one of our customer with account number 0150270236900 at our branch.

With regard to accessibility of credit lines and other financial resources from our bank, we promise that, we are ready to assist the customer provided that they fulfill to the terms and conditions of our current lending policy.

Should you need more clarification from our end, please don't hesitate to contact our Branch Director through the above address.

Yours faithfully,

CRDB BANK PLC

C.TEMBA

FOR: BRANCH DIRECTOR

CRDB BANK PLC.
LUMUMBA STREET BR. I. D.S.A.

Departmental Manager
(Business Banking)



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

TFN: 614 (Rev. 8.94)

37896592

1

EXCHEQUER RECEIPT

NIMEPOKEA KWA

Received from **REDDY INVESTMENTS LTD**



KIASI
Amount

Shs				Cts
USD	7	50		

JUMLA YA SHILINGI (Kwa maneno)

The sum of Shillings (Words) **US DOLLAR SEVEN HUNDRED FIFTY ONLY**

NA SENTI
And Cents

KWA MALIPO YA

In respect of **CERTIFICATE OF INCENTIVES**

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No. **D/D POSIT 08/03/12**

KITUO - Station

DSM

SAHIHI YA MPOKEAJI - Receiving Officer's
Signature **[Signature]**

CHEO - Title
Acc.

TAREHE - Date
08 MAR 12

MPCKR/LITA

LEASE AGREEMENT

This LEASE made this 16th day of Feb 2012

BETWEEN

THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND a statutory corporation established by virtue of the National Social Security Fund Act No. 2 of 1997 whose head office is situated at Benjamin William Mkapa Pension Towers, Azikiwe/Jamhuri Streets, P.O.Box 1322, Dar Es Salaam (hereinafter referred to as the "Lessor") of the one part;

AND

REDDY INVESTMENTS LTD the registered company Incorporated under the Laws of Tanzania (Cap. 212) of P.O. Box 38315, Dar Es Salaam (hereinafter referred to as the "Lessee") of the other part .

WHEREAS;

- A. The Lessor owns buildings situated at **Plot No. 16 Ubungo Industrial area**, Dar Es Salaam City known as **Hifadhi Export Processing Zone** (hereinafter referred to as "The Hifadhi Leased Premises").
- B. The Lessee is desirous of leasing from the Lessor a Godown measuring **500 m²** at **WAREHOUSE "G"** at the HIFADHI EXPORT PROCESSING ZONE that will be used solely for approved business of **Manufacturing of portable Spirit**
- C. The Lessor has agreed to lease the same to the Lessee according to the terms and conditions stipulated herein.

NOW THIS LEASE WITNESSETH AS FOLLOWS:**1.0 COMMENCEMENT AND DURATION OF THE LEASE**

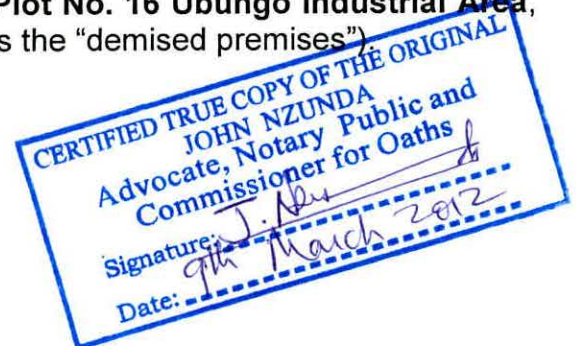
- 1.1 The Lease shall be for a term of **Three (3) years** with an option to renew commencing from the **1st March, 2012 to 28th February, 2015**

2.0 THE DEMISED PREMISES

- 2.1 The Lessor has agreed to demise to the Lessee a Godown at the **HIFADHI EXPORT PROCESSING ZONE** situated at **Plot No. 16 Ubungo industrial Area**, Dar es Salaam City (hereinafter referred to as the "demised premises")



1



3.0 RENT AND TERMS OF PAYMENT

- 3.1 The rent payable for the demised premises shall be **US Dollar 3.0 per square meter** per month plus a service charges of **US Dollar 0.50 per square meter** per month which shall be paid **quarterly in advance**.
- 3.2 The rent shall be paid punctually without any deductions whatsoever.
- 3.3 Value Added Tax shall be paid according to Income Tax Act.
- 3.4 The rent hereby reserved shall be subjected to an increase/revision to accommodate any increase in land rent, site rates, administrative costs, taxes, assessments, duties, impositions, outgoing and burdens whatsoever which are at present or may in future be levied or become payable on the land registered.

4.0 THE LESSEE HEREBY CONVENANTS WITH THE LESSOR AS FOLLOWS:

- 4.1 Subject to the proposals and materials to be used for partitioning being approved by the Lessor to carry out at her own cost all necessary internal partitioning for shop/office use. No partitioning will be allowed such that will cause blockage of fire protection devices.
- 4.2 To pay to the supplier thereof all charges for electricity (including meter rents) consumed in the demised premises for heating, cooling, lighting and other purposes throughout the entire term of the lease.
- 4.3 At all times to keep the interior of the demised premises and appurtenances thereof including doors, fittings, fastenings, electric wires and fittings, other pipes and the painting; in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly inside the demised premises.
- 4.4 To be responsible and indemnify the Landlord against all damages occasioned to the demised premises or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Lessee or the servants, agents licensees, invitees of the Lessee.
- 4.5 Whenever need arise to paint in a proper and workmanlike manner all the inside walls, iron and other parts with two good coats of paint of suitable quality and colour approved in writing by the Lessor, and also with such painting to wash and cleanse in a proper and workmanlike manner all internal parts of the demised premises that ought properly be so painted.
- 4.6 Except as provided under clause (1) hereinbefore not to erect any other building structure, pipe, partition, wire nor to make or suffer to be made any alteration nor to commit or permit or suffer any waste, spoil, or destruction in or upon the demised premises nor to cut, or injure any of the roofs, walls, timbers, wires, pipes, drains, fixtures or fittings thereto without the prior consent of the Lessor which shall not be unreasonably withheld.

- 4.7 To report in writing to the Lessor any want of reparation of the structure and external parts of the demised premises. PROVIDED ALWAYS THAT the Lessee shall, subject to prior consent in writing of the Lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or partition or improvement convenient to the Lessee in the use of the demised premises prior to the termination or expiration of the said term, unless otherwise agreed with the Lessor in writing, the Lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to the demised premises and restore the same to their original state and condition.
- 4.8 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 24 hours prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises.
- a) For the purpose of carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining premises now or hereafter belonging to the Landlord; or
 - b) To view the state and condition of the demised premises and upon discoveries of any defect on the internal decorative finishes of the premises caused by the lessee, the Lessor shall give to the Lessee a notice in writing to repair and make/good the same. If the Lessee shall not within the period specified in the written notice commence and precede execution of the works specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyors' fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Lessee to the Lessor and be forthwith recoverable by action. PROVIDED THAT the lessee shall not be responsible for repair caused by fair wear and tear.
- 4.9 Not to store or bring upon the demised premises or building any articles or combustible, inflammable or of dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised premises or building.
- 4.10 Not to do or suffer on the demised premises or any part of the building any act, matter or thing, whatsoever which may be or tend to annoy, damage, disturb the Lessor or the owner or occupiers of any adjoining or neighbouring premises.
- 4.11 To use and occupy the demised premises solely and exclusively for approved business only.
- 4.12 Not to assign, sublet or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld. PROVIDED THAT where the consent has been reasonably withheld the Lessor shall refund the lessee for the residue of the un-expired term thereof.

- 4.13 To yield up the demised premises with the fixtures, fittings and additions thereto (lessees fixtures exempted) at the expiration or sooner after determination of the said term in good and substantial repair and condition, (fair wear and tear exempted) to the Lessor in accordance with the covenants hereinbefore contained.
- 4.14 To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or non-observance of the Lessee's covenants herein contained and to indemnify the Lessor against all action, claims, liability, costs and expenses arising there from.
- 4.15 To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised premises and/or the building and notified in writing by the Lessor to the Lessee from time to time.
- 5.0 THE LESSOR HEREBY COVENANTS** with the Lessee (subject to the payment by the tenant of the rents and service charge and provided the tenant has complied with all the covenants and obligation on the part of the tenant to be performed and observed) as follows;

- 5.1 To maintain repair, amend; renew, cleanse, repaint and redecorate and otherwise keep in good and tenable condition:
- a) The structure of the building and in particular the roofs, foundations and walls thereof but excluding nevertheless therefrom:
 - i) All walls that are wholly within demised premises; and
 - ii) The windows and other glass of and in the demised premises
 - b) The entrance, toilet accommodation and all other parts of the building enjoyed or used by the Lessee in common with others (all of which are hereinafter called the said common parts).
 - c) The boundary walls and fence of and in the cartilage of the building.
 - d) The forecourt pathways approach roads and car parks within the cartilage of the building.

PROVIDED that the Lessor shall not be liable to the Lessee for any defect or want of repair hereinbefore mentioned unless the Lessor has had notice thereof nor in respect of any obligation hereunder that is to be construed as failing within the ambit of any of the Lessee's covenants hereinbefore contained;

- 5.2 To maintain in good working order and repair;
- a) All apparatus equipment plan and machinery serving the passenger lifts and lift shafts the floor water heating systems and the electric lighting appliances in the said common parts.
 - b) All sewer, drains, channels, watercourses, gutters, rainwater and soil pipes sanitary apparatus pipes wires and cables and supply lines in under or upon the building which shall serve the same (excluding nevertheless any which lie within the demises premises and exclusively serve the same).

5.3 As far as is practicable and without prejudice to the generality of the foregoing to perform the following services:

- a) To keep clean reasonably well lighted the said common parts.
- b) To tend and keep tidy and to plant with such florae as the Lessor shall deem at its absolute discretion to be appropriate the areas of land within the cartilage of the building (other than the said car parks).
- c) At its like discretion as aforesaid and so far as practicable to supply floral decoration in such of the said common part as the Lessor may from time to time deem suitable.
- d) To maintain at all times during normal business hours an adequate supply of water in the toilet accommodation situated in the said common parts.
- e) To maintain repair and renew as need be such fire fighting equipment in the said common parts as the Lessor may deem desirable or necessary or as may be required to be supplied and maintained by him by statute or by the fire authority.
- f) To supply provided purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacles tools appliance materials and other things which the Lessor may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.
- g) To employ such staff as the Lessor may at its absolute discretion deem desirable or necessary to enable it to carry out or maintain the said services or any of them and for the general conduct management and security of the building and all parts thereof.

PROVIDED ALWAYS THAT Lessor may at its absolute discretion withhold or extend, vary or make any alteration in the rendering of the said services or any of them from time to time at its management of the building.

- 5.4 To ensure and keep insured the demised premises and Lessor's fixtures therein against loss or damage by fire and such other risks and the Lessor shall deem desirable or expedient in some insurers to be supplied to the Lessee on request) and in case of destruction of or damage to the premises or land part thereof from any cause cover by such and use to lay out all moneys received in respect of such insurance (other than for loss of rent architects 'and surveyors' fees and demolition and clearance expenses) in rebuilding and reinstating the same as soon as reasonably practicable. However the Lessor shall not be liable to insure any of the Lessee's properties inside the Lessee's premises.
- 5.5 That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessor contained shall peaceably hold and enjoy the demised premises.
- 5.6 Throughout the said term without any interruption by the landlord or any person rightfully claiming or in trust for the Lessor.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS

- 5.7 If and whenever during the said term the rent remains unpaid 30 days from the date when such rent fell due the Lessee shall be evicted without further notice and the Lessor will not be responsible for any loss or damage of the properties.

Upon such entry into the demises the said term shall absolutely cease and determine but without prejudice to any rights or remedies which shall have accrued to the Lessor against the Lessee in respect of any antecedent breach of any of the covenants herein contained.

Without prejudice to the foregoing the lessor shall have a right to charge interest on daily basis at the rate of 1% on any rent which remains unpaid for 30 days and such interest will be charged from the date when such rent fell due to the date of payment.

- 5.8 In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, or act God or force majeure or other risk against which the Lessor shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damages sustained shall again be rendered fit for occupation and use and any dispute with reference to this proviso shall be referred to arbitration in accordance with the Arbitration ordinance and any statutory modification or re-enactment thereof for the time being in force.
- 5.9 The Lessor shall not be responsible to the Lessee or the Lessee's licenses, servants agents or other persons in the demised premises or calling upon the Lessee for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises or in the said building.

5.10 It is hereby declared that each of the Lessee's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily or permanently revocable or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Lessor.

5.11 Nothing herein contained shall confer on the Lessee any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instruction relating to any other part or parts of the said building or to any other premises belonging to the Lessor to deal with the same now or at any time thereafter in any manner which may be thought fit.

6.0 RENEWAL OF THE LEASE

The Lessor will at the written request of the Lessee made three month before the expiration of the term hereby created, (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non- observance of any of the covenants on the part of the tenant herein contained at the expense of the lessor, grant to the lessee a Lease of the demised premises for further term of two years, from the expiration of the term hereby created, containing the like provisions as are herein contained (but with the exception of the present agreement) for renewal and the option on the part of the lessee to determine the term hereby created and at a rent to be mutually agreed by the lessor and the lessee.

7.0 TERMINATION OF THE LEASE

This lease shall come to termination upon the occurrence of the following;

- Death or bankruptcy of the Lessee
- Continued breach of the terms of this Agreement by either party
- Demolition of the demised premises
- Fundamental Change of circumstances rendering it impossible for the parties here in to maintain this Agreement

8.0 NOTICES ON TERMINATION OF THE LEASE

The Lessee shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give three months *Notice of Termination of the Lease* in writing to the Lessor or in lieu of the Notice the lessee/lessor shall pay Three (3) months rent to the Lessor.

9.0 FORCE MAJEURE

No party hereto shall be considered in default of its obligations herein if the performance thereof is prevented or delayed because of war, hostilities, mutiny, rebellion, insurrection, revolution, civil commotion, terrorism, labour conflicts, contagious diseases, accidents, fire, strong winds, floods, earthquake, or because of any law, order, proclamation, regulation or ordinance of the government of subdivision thereof, or because of any other reason beyond the reasonable control of the party affected, PROVIDED that notice in writing of the occurrence of such event and its effect on the party's ability to perform its obligation is given within the shortest possible period.

As soon as the cause of the force majeure has been removed the party affected by such cause shall notify the other party. Should one or both of the Parties hereto to be prevented from fulfilling its obligations by a state of force majeure lasting more than six months, the parties shall consult with each other and determine on the future performance of this Agreement. None of the parties shall have the right to claim any damage from the other party because of the occurrence of force majeure.

10.0 IT IS HEREBY FURTHER AGREED AND DECLARED by between the Lessor and the Lessee that:-

- 10.1 Should the lessee desire to vacate the demised premises during the period of this lease the Lessee shall give a three-month's (3) notice in writing or pay three month's rent as damages in lieu of such notice.
- 10.2 Registration charges and other expenses in connection with or incidental to the preparation of this Lease shall be borne by Lessee.

IN WITNESS HERE OF the parties hereto have executed these presents on the day and year and in the manner hereinafter appearing.

Lessor,

SIGNED and DELIVERED for and on behalf of **THE BOARD OF TRUSTEES OF THE NATIONAL SOCIAL SECURITY FUND.**

This 23rd day of FEBRUARY 2012.

Name PASKALI Richard

Address P.O. BOX 1322, DAR ES SALAAM

Designation POO (SU)

Signature [Signature]



In the Presence of:

Name Opiga Mwalili

Address P.O. BOX 1322, DAR ES SALAAM

Designation Legal Officer

Signature [Signature]

Lessee,

SIGNED and DELIVERED for and on behalf of **REDDY INVESTMENTS LTD** of P.O. Box 38315, Dar Es Salaam.

This 17th day of FEBRUARY 2012

Name K. SANJEEVA REDDY

Address P.O. Box 38315, Dar Es Salaam.

Designation DIRECTOR

Signature [Signature]

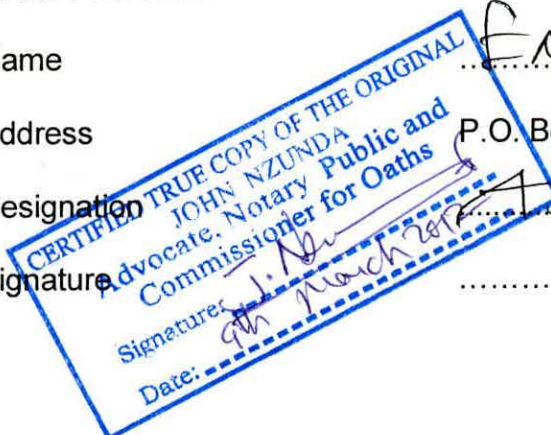
In the Presence of:

Name EMMANUEL ARTHUR MBEGA

Address P.O. Box 3918 DSM

Designation ADVOCATE

Signature [Signature]



TICC/PP.10/042194/3

8th March, 2012

Managing Director,
Reddy Investments Ltd.,
P.O. Box 38315,
DAR ES SALAAM

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE
ESTABLISHMENT OF A PROJECT TO MANUFACTURE PORTABLE SPIRIT
AND DRINKING WATER**

We wish to acknowledge receipt of your project proposal to establish a project to manufacture portable spirit and drinking water as presented in the TIC P.A. 1 Form No. 09922 and Feasibility Study with a projected investment of USD 0.847m.

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.

You will be required to submit to the Centre a Progress Report on the implementation of the project after every six months for our information and review. Guidelines for the preparation of the report are contained in annexure 2 also attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Please also note that a facilitation fee equivalent to US\$ 750.00 is payable at the ruling exchange rate before your Certificate of Incentives is prepared. Please make deposit direct to the bank as per bank details below:-

TICC/PP.10/042194/3

8th March, 2012

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

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

Yours sincerely,
TANZANIA INVESTMENT CENTRE


B.D. Chonjo

For: EXECUTIVE DIRECTOR

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

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

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

S.NO	ITEM NAME	UNIT MEASUREMENT	QTY	ITEM GROUP	ITEM PRICE	TIN	EXEMPTION REFERENCE NO	EXEMPTION DATE
1	PACKING MACHINES	NUMBERS	50	MACHINERY		115 - 742 - 493	42194	
2	BOTTLE BLOWING MACHINES	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
3	AUTOMATIC BOTTLE FILLING MACHINES	NUMBERS	5	MACHINERY		115 - 742 - 493	42194	
4	CAPING MACHINES	NUMBERS	4	MACHINERY		115 - 742 - 493	42194	
5	RAPING MACHINES	NUMBERS	15	MACHINERY		115 - 742 - 493	42194	
6	STEEL DRUMS (2000 LTRS)	NUMBERS	15	MACHINERY		115 - 742 - 493	42194	
7	STEEL DRUMS (5000 LTRS)	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
8	BLENDING STEEL DRUMS (10000 LTRS)	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
9	ROW PLANT MACHINES	NUMBERS	5	MACHINERY		115 - 742 - 493	42194	
10	LABLE STICKING MACHINES	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
11	COMPRESSORS	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
12	FOLK LIFT	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
13	LAMINATED FILM ROLES X	TONNES	500	RAW MATERIAL		115 - 742 - 493	42194	
14	INDUSTRIAL FANS	NUMBERS	200	EQUIPMENTS		115 - 742 - 493	42194	
15	AIR CONDITIONS	NUMBERS	100	EQUIPMENTS		115 - 742 - 493	42194	
16	AUTOMATIC GENERATOR (60KV)	KV	2	GENERATORS		115 - 742 - 493	42194	
17	AUTOMATIC GENERATOR (100KV)	KV	3	GENERATORS		115 - 742 - 493	42194	
18	ELECTRICLE MOTORS (HEAVY DUTY)	NUMBERS	50	EQUIPMENTS		115 - 742 - 493	42194	
19	ELECTRICLE TRANSFORMS	KV	5	EQUIPMENTS		115 - 742 - 493	42194	
20	TILES (SQM)	SQM	2,000	BUILDING MATERIAL		115 - 742 - 493	42194	
21	ROOF SHEETS	NUMBERS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
22	GE PIPES	MTRS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
23	CEMENT BAGS	NUMBERS	200,000	BUILDING MATERIAL		115 - 742 - 493	42194	
24	INDUSTRIAL PAINTS	LTRS	5,000	BUILDING MATERIAL		115 - 742 - 493	42194	
25	IRON STRUCTURES	NUMBERS	200	BUILDING MATERIAL		115 - 742 - 493	42194	
26	VECHICLE (CANTER 2 TONNES)	NUMBERS	2 10	MOTOR VEHICLES		115 - 742 - 493	42194	
27	VECHICLE (CANTER 5 TONNES)	NUMBERS	2 10	MOTOR VEHICLES		115 - 742 - 493	42194	
28	SINGLE CABS	NUMBERS	2 15	MOTOR VEHICLES		115 - 742 - 493	42194	
29	DIRECTORS VECHICLE (4 X D) X	NUMBERS	5	MOTOR VEHICLES		115 - 742 - 493	42194	

Note : Item Group is the classification of the item whether the item is plant & Machinery , Equipment, Building Materials, Vehicle, Furniture, Hotel Equipment and communication equipment etc

S.NO	ITEM NAME	UNIT MEASUREMENT	QTY	ITEM GROUP	ITEM PRICE	TIN	EXEMPTION REFERENCE NO	EXEMPTION DATE
1	TILES (SQM)	SQM	2,000	BUILDING MATERIAL		115 - 742 - 493	42194	
2	ROOF SHEETS	NUMBERS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
3	GE PIPES	MTRS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
4	CEMENT BAGS	NUMBERS	200,000	BUILDING MATERIAL		115 - 742 - 493	42194	
5	INDUSTRIAL PAINTS	LTRS	5,000	BUILDING MATERIAL		115 - 742 - 493	42194	
6	IRON STRUCTURES	NUMBERS	200	BUILDING MATERIAL		115 - 742 - 493	42194	

Note : Item Group is the classification of the item whether the item is plant & Machinery , Equipment, Building Materials, Vehicle, Furniture, Hotel Equipment and communication equipment etc



15/3/2012

TIC

REDDY INVESTMENT LTD

5

P.O.Box no=38315, Dar es Salaam, Tanzania, PH: 0785 817889

DATE: 13.03.2012

OUR REF: REDDY/CCE/001/03/2012

"BY HAND"

Commissioner of Customs & Excise

Tanzania Revenue Centre

P.O.Box 9053

Dar Es Salaam



UFS

Executive Director,

Tanzania Investment Centre

P.O.Box 938

Dar Es Salaam

Dear Sir,

RE: DUTY & VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS FOR CERTIFICATE OF INCENTIVES

NO: 042194

We are TIC approved project with certificate of incentives No: 042194, which is valid up to Feb 2015.

The said company has been registered with objectives of Manufacturing of Portable Spirit, Drinking water and Juices.

Please find attached herewith a list of Capital/ Deemed Capital Goods for Duty/ Vat exemption approved.

Thank you so much for your unflinching support and cooperation.

Yours faithfully,

A handwritten signature in black ink that reads "K. Sanjeeva Reddy".

K.SANJEEVA REDDY

MANAGING DIRECTOR



CTIN: 1532802

ISO 9001 : 2008 Certified



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

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

THIS IS TO CERTIFY THAT

.....
REDDY INVESTMENTS LTD.
.....

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

115-742-493
.....

with effect from19-12-2011.....


P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

Handwritten red stamp: "Drafts 12/3/12" and "Signature" with a signature.



00218589

For: Executive Director
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042194

This is to certify that

REDDY INVESTMENTS LIMITED

of address P.O. BOX 38315

DAR ES SALAAM

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

REDDY INVESTMENTS LIMITED

Which is located at HIFADHI EXPORT PROCESSING ZONE

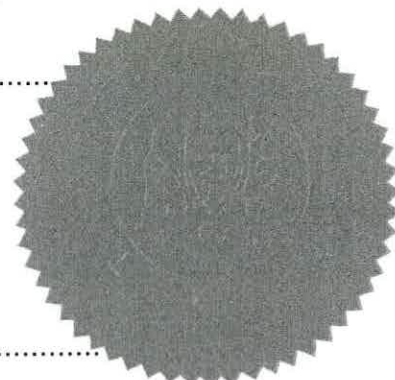
PLOT NO. 16, UBUNGO INDUSTRIAL AREA, DSM

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

Ag. Executive Director

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

Dated 9TH MARCH 2012



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
- | | Nationality | Shareholding (%) |
|-------------------------|-------------|------------------|
| Komma Rajasekhara Reddy | Indian | 10 |
| Komma Suneetha Reddy | Indian | 65 |
| Katasani Sanjeeva Reddy | Indian | 15 |
| Komma Sivaprasada Reddy | Indian | 10 |
2. Proposed Activities : To establish a project to manufacture portable spirit, drinking water and juices
3. Sector: Manufacturing Subsector Beverage
4. Investment cost: Foreign USD 0.847m., Local - Total USD 0.847m.
5. Project Financing: Equity USD 0.432m., Loans USD 0.415m., Total USD 0.847m
6. Source, terms and conditions of loan.
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|-------------|-------|-------------|
| | USD 0.847m. | - | USD 0.847m. |
8. Technology Agreement None
9. Date of TIC Registration: 8th March 2012
10. Implementation period March 2012 - February 2015
11. Operative date March 2015
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 
Ag. Executive Director

TICC/PP.10/042194/6

23/03/2012

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

Dear Sir,

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.
042194**

M/S Reddy Investments Limited is a TIC registered company with certificate of incentives **No. 041942** which is valid up to **February 2015**

The company has been registered with objectives of establishing a project for manufacturing of portable spirit, drinking water and juices.

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

Yours sincerely

TANZANIA INVESTMENT CENTRE



N.A. Senzia

FOR: EXECUTIVE DIRECTOR



00218589

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042194

This is to certify that

REDDY INVESTMENTS LIMITED

of address P.O. BOX 38315

DAR ES SALAAM

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

REDDY INVESTMENTS LIMITED

Which is located at HIFADHI EXPORT PROCESSING ZONE

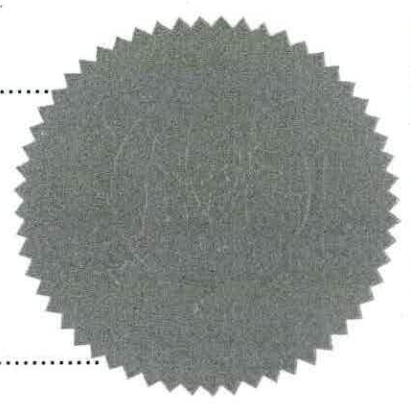
PLOT NO. 16, UBUNGO INDUSTRIAL AREA, DSM

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

Ag. Executive Director

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

Dated 9TH MARCH 2012



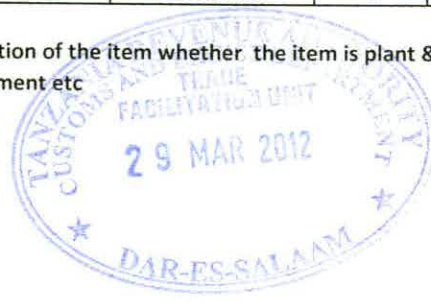
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- | Capital items: | Foreign | Local | Total |
|----------------|-------------|-------|-------------|
| | USD 0.847m. | - | USD 0.847m. |
8. Technology Agreement None
9. Date of TIC Registration: 8th March 2012
10. Implementation period March 2012 - February 2015
11. Operative date March 2015
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 _____
Ag. Executive Director

		UNIT	QTY	ITEM GROUP	ITEM PRICE	TIN	EXEMPTION REFERENCE NO	EXEMPTION DATE
	...ING MACHINES	NUMBERS	50	MACHINERY		115 - 742 - 493	42194	
	BOTTLE BLOWING MACHINES	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
3	AUTOMATIC BOTTLE FILLING MACHINES	NUMBERS	5	MACHINERY		115 - 742 - 493	42194	
4	CAPING MACHINES	NUMBERS	4	MACHINERY		115 - 742 - 493	42194	
5	RAPING MACHINES	NUMBERS	15	MACHINERY		115 - 742 - 493	42194	
6	STEEL DRUMS (2000 LTRS)	NUMBERS	15	MACHINERY		115 - 742 - 493	42194	
7	STEEL DRUMS (5000 LTRS)	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
8	BLENDING STEEL DRUMS (10000 LTRS)	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
9	ROW PLANT MACHINES	NUMBERS	5	MACHINERY		115 - 742 - 493	42194	
10	LABLE STICKING MACHINES	NUMBERS	20	MACHINERY		115 - 742 - 493	42194	
11	COMPRESSORS	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
12	FOLK LIFT	NUMBERS	10	MACHINERY		115 - 742 - 493	42194	
13	LAMINATED FILM-ROLES	TONNES	500	RAW MATERIAL		115 - 742 - 493	42194	
14	INDUSTRIAL FANS	NUMBERS	200	EQUIPMENTS		115 - 742 - 493	42194	
15	AIR CONDITIONS	NUMBERS	100	EQUIPMENTS		115 - 742 - 493	42194	
16	AUTOMATIC GENERATOR (60KV)	KV	2	GENERATORS		115 - 742 - 493	42194	
17	AUTOMATIC GENERATOR (100KV)	KV	3	GENERATORS		115 - 742 - 493	42194	
18	ELECTRICLE MOTORS (HEAVY DUTY)	NUMBERS	50	EQUIPMENTS		115 - 742 - 493	42194	
19	ELECTRICLE TRANSFORMS	KV	5	EQUIPMENTS		115 - 742 - 493	42194	
20	TILES (SQM)	SQM	2,000	BUILDING MATERIAL		115 - 742 - 493	42194	
21	ROOF SHEETS	NUMBERS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
22	GE PIPES	MTRS	1,000	BUILDING MATERIAL		115 - 742 - 493	42194	
23	CEMENT BAGS	NUMBERS	200,000	BUILDING MATERIAL		115 - 742 - 493	42194	
24	INDUSTRIAL PAINTS	LTRS	5,000	BUILDING MATERIAL		115 - 742 - 493	42194	
25	IRON STRUCTURES	NUMBERS	200	BUILDING MATERIAL		115 - 742 - 493	42194	
26	VECHILE (CANTER 2 TONNES)	NUMBERS	3 10	MOTOR VEHICLES		115 - 742 - 493	42194	
27	VECHILE (CANTER 5 TONNES)	NUMBERS	3 10	MOTOR VEHICLES		115 - 742 - 493	42194	
28	SINGLE CABS	NUMBERS	2 15	MOTOR VEHICLES		115 - 742 - 493	42194	
29	DIRECTORS VECHILE (4 X D)	NUMBERS	5	MOTOR VEHICLES		115 - 742 - 493	42194	

Note : Item Group is the classification of the item whether the item is plant & Machinery , Equipment, Building Materials, Vehicle, Furniture, Hotel Equipment and communication equipment etc



APPROVED
[Signature]



TANZANIA REVENUE AUTHORITY

TRA/CE/C/P.20/8/2049

29th March, 2012

Managing Director,
Reddy Investments Limited,
P. O. Box 38315,
DAR ES SALAAM.

Dear Sir,

**RE: DUTY/VAT EXEMPTION ON CAPITAL/DEEMED CAPITAL GOODS-
CERTIFICATE OF INCENTIVES NO. 042194 OF 09.03.2012 AND TIN
NO.115-742-493**

We are writing in response to your letter dated 13.03.2012 as supported by a letter Ref./PP.10/042194/6 of 23.03.2012 from Tanzania Investment Centre regarding the captioned subject.

We hereby confirm and approve items as per a **single - page list** herewith attached as capital/deemed capital goods for establishment and operation of a project with the Certificate of Incentives mentioned above. However approval on directors vehicle, building materials and raw materials could not be granted as they are not among items eligible for exemption under manufacturing projects.

The approved items will be subject to 0% import duty and VAT relief under the Third Schedule to the VAT Act, Cap 148. You will however be required to complete VAT forms 224 on importations and submit the same to the undersigned for approval before clearance through customs; for locally procured items the completed VAT 224 forms should be submitted to the Commissioner for Domestic Revenue.

Sincerely yours,



Godfrey Kitundu

For: COMMISSIONER FOR CUSTOMS AND EXCISE

DDT/-

c.c. Manager – Tax Exemptions

c.c. Regional Manager – Kinondoni

 c.c. Executive Director, Tanzania Investment Centre, DSM

ISO 9001:2008 Certified

CUSTOMS & EXCISE DEPARTMENT

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

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