



# PRIME MINISTER'S OFFICE

## TANZANIA INVESTMENT CENTRE

FILE BEGINS

ENDS

PART

FILE TITLE

FILE NUMBER  
TICC

**CONFIDENTIAL**

PP 10  
042106

PART

FILE NUMBER  
TICC

PP10/042106

INDEX HEADINGS

Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M	Officer or Section	For Action F/M	Initials	Date	Action taken Vide F/M
DIF	F1	B	14/9/11	EXD	F24	b	75/07/2014							
Dotts	F1	G	14/9/11	LO	F24	o	16/07/2014							
DAF	M	G	21/9/11	DIF	F21	DR	23/10/14							
DIF	F4	DR	22/9/12	Dotts	F21	o	23/10/14							
Ag EXD	M	o	28/9/12	EXD	MU	b	23/10/14							

TIAN TANG GROUP (T) LTD

# MINUTE SHEET

Dokezo  
No. 1.0

## Ag. EXD

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

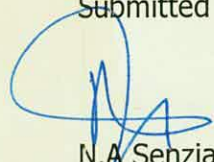
(a) Minimum finance investment threshold has been exceeded, the project expects to invest US\$ 3.0m

(b) Legal entity has been incorporated under certificate

No. 85026 of 08/09/2011

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.



N.A. Senzia

**DIF**

20<sup>th</sup> September, 2011

2.0

## Ag. EXD

In response to the TIC letter of registration dated 20<sup>th</sup> September 2012

The project has submitted the required documents namely:-

(a) Company Board Resolution

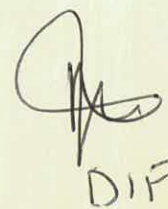
(b) Reference letter/Financing from Bank of Africa under B.m.v.a

(c) Sales Agreement & Letter from Mkeraga District on evidence of land

With the above submission EXD is requested to sign Certificate of

Incentives No. 042106 herein attached.

18/09/2012




DIF


MINUTE SHEET

Dokezd 3  
No.

LDM: F. 6

I hereby submit to you Land Form No 1  
(in triplicate) to be forwarded to the EXD for  
his Signature.  27/9/12

4. DIF: F. 6.

I submit to you Land Form No. 1 in triplicate  
the EXD's signature (the feasibility study F.  
Certificate of incentives F. 5).  28/9/12  
LDM.

5.

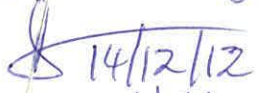
AS EXP

Land Form No 1 in triplicate is here submitted  
for your signature as per M. 4  
28/9/12



DIF

6. DIF: F. 13.

I hereby submit to you 'acknowledgement of pa  
forms' in triplicate for the EXD's signature, 10% of  
fee paid as per F. 12.  14/12/12  
LDM

7

AS EXP

Acknowledge of payments is hereby  
for your signature  
15/12/12



# MINUTE SHEET

Dokezo  
No.

8.

DIF

I submit to you the certificate of occupancy in triplicate for the EXD's and LAM's signatures.

06/5/13  
LDM

9

EXD

Certificate of occupancy in triplicate is hereby submitted for your signature

08/5/13

DIF

10.

Approved. EXD 13/05/13

11.

PLD.

The title is already registered, proceed with the next steps please.

18/11/13 LDM.

12.

I'm forwarding CoI for your signature following ammendment of the project location to enable issuance of derivative right.

Prass  
A.G. DIF  
27/11/2013



13

Chove

Please arrange the visit so that we can make a decision as to whether allow the land to be managed. Please involve LO, Land officer and one project officer  
12/06/2014

DIF

# MINUTE SHEET

Dokezo  
No.

14

ExD

Certificate of incentives has been amended  
as per folio 21 and 15 hereby submitted for  
Your signature

30/10/2014

  
DIF

# TIAN TANG GROUP TANZANIA LIMITED

P.O. Box 3766, Dar es Salaam

2

The Executive Director  
Tanzania Investment Centre  
DAR ES SALAAM  
TANZANIA

**RE: APPLICATION FOR REGISTRATION OF TIAN TANG GROUP  
TANZANIA LIMITED**

We are applying for registration of our company named above.

The following documents are attached for your reference:-

- (i) Application form
- (ii) Memorandum and Articles of Association
- (iii) Business plan/ Feasibility study
- (iv) Sale Agreement for Evidence of Land ownership
- (v) Board Resolution



It is our hope that the application will be considered at the earliest.

Yours faithfully,

A handwritten signature in blue ink, appearing to be "Li Bin", written over a dotted line.

LI BIN

**Managing Director**



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 LI BIN  
(director/directors/agent of TIAN TANG GROUP TANZANIA LIMITED  
(name of business enterprise) apply for registration of TIAN TANG GROUP TANZANIA LIMITED  
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 KISEMVULE VILLAGE  
MUMBARAKA DISTRICT, COAST REGION

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 KISEMVULE VILLAGE

4. The Principal Officers of the Company are .....

(1) ZHANG ZHI GANG

(2) LI BIN

5. Auditors of the Company are .....

6. The authorized share capital of the Company is Tshs./US\$ TANZANIA SHILLINGS

THREE BILLION (TZS. 3,000,000,000)

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

is Tshs./US\$ THREE MILLION (USD. 3,000,000)

8. The month and day of the financial year end is 30<sup>th</sup> DECEMBER EACH YEAR.

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

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

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

I, LI BIN ..... of Post Office Number 3766 DAR-ES-SALAAM

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

authorized agent of LIAN TANG GROUP TANZANIA LIMITED

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

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

The 26<sup>th</sup> day of AUGUST 2011... }

  
Applicant

Before me:



.....  
Commissioner for Oaths

# APPLICATION SUMMARY

Company Name: TIAN TANG GROUP TANZANIA LIMITED

Certificate of Incorporation Number: 85026 Status: NEW

Certificate of Incorporation Date: 9 AUGUST 2011

Post Box: 3766

Town: DOR-ES-SALAM

Sector: MANUFACTURING

Sub-Sector:

BUILDING MATERIALS  
MANUFACTURING

## Investment Financing Plan in Million US\$/Tshs.

Foreign Equity      Local Equity      Foreign Loan      Local Loan

3,000,000      -      3,000,000      -

Project Objectives: To venture into production of high quality building materials for residential, housing, Commercial and Industrial Complexes.

Capacity: .....

Employment: Foreign: 5 Local: 22 Total: 27

Implementation Period: .....

## Project Location

Site/Plot/Block No.: A T

Street: KISEMWULE VILLAGE District: MURURANGA Region: COAST

(Attach sketch map showing project location)

Shareholders	Nationality	%
<u>ZHANG ZHIFANG</u>	<u>CHINESE</u>	<u>80</u>
<u>LI BIN</u>	<u>CHINESE</u>	<u>20</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....

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

Land/Building	2,600,000
Plant	1,350,000
Vehicles	700,000
Furniture & Fittings	130,000
Pre-expenses	125,000
Others	270,000
Working Capital	165,000
<b>TOTAL</b>	<b>3,000,000</b>

**Contact Details:**

Name: LI BIN

Title: MANAGING DIRECTOR

Telephone: 07 88215558

Fax:

Email:

**Payments to be made payable to:**

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

3

TICC/PP.10/042106/3

20<sup>th</sup> September, 2011

Managing Director,  
Tiang Tang Group Tanzania Ltd.,  
P.O. Box 3766,  
**PWANI**

**RE: CERTIFICATE OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF MANUFACTURING PLANT FOR HIGH QUALITY  
BUILDING MATERIALS**

We wish to acknowledge receipt of your project proposal of establishing a plant for manufacturing high quality building materials as presented in the TIC P.A. 1 Form No. 09450 and Feasibility Study with a projected investment of USD 3m.

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

- Certified document showing evidence of Land ownership for the location of the project (to submit a confirmation letter from District Land Officer).

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

.../2

TICC/PP.10/042106/3

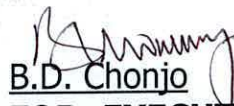
20<sup>th</sup> September, 2011

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**



## TIC Evaluation Report

**Name of the Company**  
**Tian Tang Group Tanzania Ltd.**

Post Box	Kisemvule Village, A T., Mkuranga District	COI Number	85026	Contact	Mr. Li Bin
Post Office	3766	COI Date	08/09/2011	Designation	Managing Director
Region	Coastal Region	Application F. No	09450	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0788 21 55 58
		Sub Sector	Building Material	Fax	0
		File No	042106	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD											
Plot/Block	AT	<table border="1"> <thead> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	3	0	0	0			
Foreign Equity	Local Equity		Foreign Loan	Local Loan									
3	0		0	0									
Plot	Kisemvule												
District	Mkuranga												
Region	Coast (Pwani)												

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.26
Li Bin	Chinese	20	Plant	1.35
Zhang Zhi Gang	Chinese	80	Vehicles	0.7
			Furniture & Fittings	0.13
			Pre-expenses	0.125
			Others	0.27
			Working Capital	0.165
			Total	3

Employment	27	Evaluated By	Staff officer3
Capacity	xxxxx	Drawn By	Staff registry2
Project Turn Over		Project Type	Foreign

### Description

To establish a plant for Manufacturing high quality building materials

### Recommendations

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

### Decision

*Approved*  
  
 Ag EX D  
 16/09/11

# MASSAKA AND ASSOCIATES (ADVOCATES)

P.O. BOX 2812  
DAR ES SALAAM

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



RE: CERTIFICATION OF INCENTIVES FOR INVESTMENT IN THE  
ESTABLISHMENT OF MANUFACTURING PLANT FOR  
HIGH QUALITY BUILDING MATERIALS

Please refer to your letter of approval Reference No. TICC /PP.10/042106/3 dated 20th September, 2012.

Under instruction from our clients **Tian Tang Group (T) Limited** we enclose herewith certified copy of the letter from Mkuranga District Council evidencing land ownership together with certified copy of payment receipt in respect of certificate of Incentives for issuance of certified of Incentives

Yours faithfully,

  
S.L. Kivinge  
Advocate

Cc:

Managing Director  
Tian Tang Group (T) Limited  
P.O. BOX 3766  
DAR ES SALAAM.



# HALMASHAURI YA WILAYA YA MKURANGA



Barua zote ziandikwe kwa:  
Mkurugenzi Mtendaji Wilaya,  
Simu Na 023 2402738,  
Fax Na 023 402706  
Unapojibu tafadhali taja:

S.L.P. 10,  
MKURANGA,  
PWANI.

Kumb. Na.LD/MK/1752

Kamishna wa Ardhi,  
Wizara ya Ardhi Nyumba na Maendeleo ya Makazi,  
S. L. P. 9230,  
DAR ES SALAAM.



21/08/2012


## YAH: KIWANJA NA. 23 & 25 KITALU "D" KISEMVULE WILAYANI MKURANGA

Tafadhali husika na somo tajwa hapo juu.

Ninapenda kukutaarifu kwamba kiwanja na. 23 & 25 Kitalu "D" Kisemvule ni moja ya viwanja vilivyopimwa na kutangazwa kwa ajili ya viwanda kwa wawekezaji wa ndani na nje. Kiwanja tajwa hapo juu kimegawiwa kwa Mwekezaji wa nje (TIAN TANG GROUP TANZANIA LTD Of P. O. Box 20478 DAR ES SALAAM.) wa nchini China.

Mwekezaji huyu ametimiza masharti yote na hivyo kwa mujibu wa Sheria ya Ardhi No. 4 ya 1999, chini ya fungu la 20, kiwanja hiki kinapaswa kuwa chini ya miliki ya Kituo cha Uwekezaji Tanzania (TIC)

Ardhi haina mgogoro, imepimwa na kusajiliwa kama Land form no. 1 invyojieleza.

  
Chagiye R. M.  
k.n.y: MKURUGENZI MTENDAJI (W)  
MKURANGA.

Nakala: Mkurugenzi Mtendaji, - kwa taarifa.  
Kituo cha Uwekezaji Tanzania (TIC),  
S. L. P. 938,  
DAR ES SALAAM.

.. Mkurugenzi Mtendaji (W), - kwa taarifa.  
S. L. P. 10,  
MKURANGA.

JAMHURI YA MUUNGANO WA TANZANIA

THE UNITED REPUBLIC OF TANZANIA

STAKABADHI YA SERIKALI

37896092

1

EXCHEQUER RECEIPT

NIMEPOKEA KWA

Received from

JIANG TANG GROUP LTD



KIASI Amount

Shs.				Cts.			
1	0	0	0	0	0	0	0

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

USDOLLAR SEVEN HUNDRED FIFTY ONLY

NA SENTI  
And Cents

KWA MALIPO YA

In respect of

CERTIFICATE OF INCENTIVE

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No.

01 DEPOSIT 291011

KITUO - Station

SAHIHI YA MPOKELI  
Signature

Receiving Officer's

CHEO - Title  
Acc.

TAREHE - Date  
25 OCT 2011

DM

CERTIFIED AS A TRUE COPY OF THE ORIGINAL

THIS 10<sup>th</sup> DAY OF August 2012





GRUPE BANK OF AFRICA

## \*\* STATEMENT OF ACCOUNT

NATURE : NON-REMUNERATED CURRENT ACCOUNT

BRANCH : MAIN BRANCH

\*\*\*\*\*IMPORTANT NOTICES\*\*\*\*\*

DEAR CUSTOMER  
WE HAVE NOW OPENED OUR 30TH UGANDAN BRANCH IN  
PATONGO, NORTHERN UGANDA  
PLEASE FEEL FREE TO ENJOY OUR SERVICES AT ANY  
OF OUR BRANCHES

Account 01220150006 in UGANDA SHILLING (UGX)  
Statement from 01.08.2012 to 31.08.2012 ( page 1 )

TIAN TANG GROUP LTD  
JINJA ROAD  
0414252699  
P.O BOX 37021  
KAMPALA  
256 UGANDA

FOR RECONCILIATION PURPOSE ONLY		INTERIM STATEMENT			
Date	Transaction details / Ref.	Value	Debit	Credit	Balance
	Balance at 01.08.2012				54,269,381.00
01.08	REMITTANCE CHEQUE REF 0001508 C342448	06.08.12		11,500,000.00	65,769,381.00
02.08	REMITTANCE CHEQUE REF 0018093 C350947	07.08.12		17,918,750.00	
02.08	REMITTANCE CHEQUE REF 0000539 C353194	07.08.12		10,000,000.00	93,688,131.00
03.08	CHEQUE WITHDRAWAL CHQ NO 0000419 FOR 11 he C358362	03.08.12	20,000,000.00		
03.08	CHEQUE WITHDRAWAL CHQ NO 0000420 FOR 11 he C358675	03.08.12	15,000,000.00		
03.08	CASH DEPOSIT rita C362631	03.08.12		4,000,000.00	62,688,131.00
08.08	FCY SOLD UGX 2482.00 LE HE C389610	08.08.12	49,640,000.00		13,048,131.00
10.08	CASH DEPOSIT rita C408325	10.08.12		32,000,000.00	45,048,131.00
13.08	TRANSFER IN FAVOUR OF CASH TELLER 4 KAMPALAMAIN CHEQUE NO 0000422 C419149	13.08.12	1,373,500.00		
13.08	REMITTANCE CHEQUE REF 0000544 C424427	16.08.12		9,180,000.00	52,854,631.00
15.08	TRANSFER IN FAVOUR OF CASH TELLER 6 KAMPALAMAIN CHEQUE NO 0000423 C439206	15.08.12	297,621,038.00		
15.08	CASH DEPOSIT LI HE C436146	15.08.12		290,000,000.00	
15.08	CASH DEPOSIT RITA C440022	15.08.12		18,000,000.00	
15.08	CASH DEPOSIT JIMMY C436481	15.08.12		5,000,000.00	68,233,593.00
16.08	CHEQUE WITHDRAWAL CHQ NO 0000426 FOR 11 he C446745	16.08.12	23,000,000.00		
16.08	BEING CHQ PYT IPO URA 6130000295971 C442680	16.08.12	4,127,853.00		
16.08	COMM IPO URA 6130000295971 C442694	16.08.12	2,000.00		41,103,740.00
17.08	CASH DEPOSIT RITA C456076	17.08.12		10,000,000.00	
17.08	CHEQUE WITHDRAWAL CHQ NO 0000427 FOR 11 HE C451650	17.08.12	10,000,000.00		
	Report		420,764,391.00	407,598,750.00	41,103,740.00

E. & O.E. Statement print by JULIUS LUBEGA at 03/09/2012 14:37:22



The items and balance on this statement should be verified and your branch manager notified of any discrepancy within 21 days in a communication marked private and confidential. General enquiries and information concerning the latest products and facilities offered are available at your branch.

Head Office: Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



# STATEMENT OF ACCOUNT

NATURE OF NON REVERSIBLE CURRENT ACCOUNT

BRANCH : MAIN BRANCH

\*\*\*\*\*IMPORTANT NOTICES\*\*\*\*\*

DEAR CUSTOMER  
WE HAVE NOW OPENED OUR 30TH UGANDAN BRANCH IN  
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Statement from 01.08.2012 to 31.08.2012 ( page 2 )

TIAN TANG GROUP LTD

JINJA ROAD

0414252699

P.O BOX 37021  
KAMPALA  
256 UGANDA

FOR RECONCILIATION PURPOSE ONLY		INTERIM STATEMENT			
Date	Transaction details / Ref.	Value	Debit	Credit	Balance
	Report		420,764,391.00	407,598,750.00	41,103,740.00
17.08	TRANSFER IN FAVOUR OF CASH TELLER 4 KAMPALAMAIN CHEQUE NO 0000429 C454540	17.08.12	1,291,500.00		39,812,240.00
21.08	CHEQUE WITHDRAWAL CHQ NO 0000428 FOR LI HE C478117	21.08.12	25,000,000.00		
21.08	PAYMENT CHEQUE RIF 0000424 3696179	21.08.12	14,688,750.00		123,490.00
22.08	RTGS H/O TIAN TANG GROUP LTD C488795	22.08.12		40,000,000.00	
22.08	CHARGES ON TRANSFER REF C486508 IN FAVOUR OF TIAN TANG GROUP LTD JINJA C486508	22.08.12	2,000.00		
22.08	INCOMING RTGS CHARGES CHARGES ON TRANSFER REF C488795 IN FAVOUR OF TIAN TANG GROUP LTD JINJA C488795	22.08.12	2,000.00		40,119,490.00
23.08	RTGS H/O TIAN TANG GROUP LTD C493788	23.08.12		45,985,000.00	
23.08	CHEQUE WITHDRAWAL CHQ NO 0000431 FOR LI HE C492547	23.08.12	35,000,000.00		
23.08	CASH DEPOSIT RITA C496214	23.08.12		23,000,000.00	
23.08	CHARGES ON TRANSFER REF C495519 IN FAVOUR OF TIAN TANG GROUP LTD JINJA C495519	23.08.12	2,000.00		
23.08	INCOMING RTGS CHARGES CHARGES ON TRANSFER REF C493788 IN FAVOUR OF TIAN TANG GROUP LTD JINJA C493788	23.08.12	2,000.00		74,100,490.00
24.08	TRANSFER IN FAVOUR OF TIAN TANG GROUP LTD JINJA CHEQUE NO 0000433 C502945	24.08.12	379,350,000.00		
24.08	CASH DEPOSIT LI HE C503429	24.08.12		330,000,000.00	
24.08	PAYMENT CHEQUE RIF 0000430 3703354	24.08.12	2,218,400.00		22,532,090.00
27.08	CHEQUE WITHDRAWAL CHQ NO 0000434 FOR LI HE C509466	27.08.12	12,000,000.00		
	Report		890,321,041.00	846,583,750.00	10,532,090.00

B. & O.E. Statement print by JULIUS LUBEGA at 03/09/2012 14:37:22



The items and balance on this statement should be verified and your branch manager notified of any discrepancy within 21 days in a communication marked private and confidential. General enquiries and information concerning the latest products and facilities offered are available at your branch.

Head Office: Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



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Statement from 01.08.2012 to 31.08.2012 ( page 3 )

TIAN TANG GROUP LTD

JINJA ROAD

0414252699

P.O BOX 37021  
KAMPALA  
256 UGANDA

Date	FOR RECONCILIATION PURPOSE ONLY Transaction details / Ref.	Value	INTERIM STATEMENT		Balance
			Debit	Credit	
	Report		890,321,041.00	846,583,750.00	10,532,090.00
27.08	REMITTANCE CHEQUE REF 0000091 C516770	30.08.12		15,157,200.00	
27.08	REMITTANCE CHEQUE REF 0000852 C517774	30.08.12		14,150,000.00	
27.08	REMITTANCE CHEQUE REF 0000853 C517774	30.08.12		14,000,000.00	53,839,290.00
30.08	REMITTANCE CHEQUE REF 0000114 C549151	04.09.12		2,350,000.00	56,189,290.00
31.08	CHEQUE WITHDRAWAL CHQ NO 0000435 FOR LIHE C551177	31.08.12	30,000,000.00		
31.08	CHEQUE WITHDRAWAL CHQ NO 0000436 FOR LI HE C555581	31.08.12	15,000,000.00		
31.08	MONTHLY FEES N. 01220150006 Fees	31.08.12	10,000.00		
Total of entries			935,331,041.00	892,240,950.00	
Balance at 31.08.2012					11,179,290.00

E. & O.E. Statement print by JULIUS LUBAGA at 03/09/2012 14:37:22

**DISCLAIMER**

This is an interim statement, may not be free from topographical, typing, printing or other errors, omissions or mistakes, exhibits an interim and unconfirmed position of the account, is subject to the bank's verification and is neither final nor reliable unless expressly confirmed as a final statement of account and BANK OF AFRICA - UGANDA Ltd hereby disclaims any liability against any claim, action or proceedings whatsoever arising or purporting to arise from the content of this interim statement or any part thereof.



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Head Office: Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



GRUPE BANK OF AFRICA

## STATEMENT OF ACCOUNT

NATURE : NON-REMUNERATED CURRENT ACCOUNT

BRANCH : MAIN BRANCH

\*\*\*\*\*IMPORTANT NOTICES\*\*\*\*\*

DEAR CUSTOMER  
WE HAVE NOW OPENED OUR 30TH UGANDAN BRANCH IN  
PATONGO, NORTHERN UGANDA  
PLEASE FEEL FREE TO ENJOY OUR SERVICES AT ANY  
OF OUR BRANCHES

Account 01220150019 in US DOLLARS (USD)

Statement from 01.08.2012 to 31.08.2012 ( page 1 )

TIAN TANG GROUP LTD

JINJA ROAD

0414252699

P.O BOX 37021  
KAMPALA  
256 UGANDA

FOR RECONCILIATION PURPOSE ONLY		INTERIM STATEMENT			
Date	Transaction details / Ref.	Value	Debit	Credit	Balance
	Balance at 01.08.2012				1,628.42
03.08	FOREIGN CASH DEPOSIT ritah C362700	03.08.12		15,000.00	
03.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C362700 C362700	03.08.12	75.00		
06.08	FOREIGN CASH DEPOSIT rita C367888	06.08.12		10,000.00	16,553.42
06.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C367888 C367888	06.08.12	50.00		
07.08	PAYMENT FOREIGN CHQ NO 0000318 LI HE C382105	07.08.12	20,000.00		26,503.42
08.08	FOREIGN CASH DEPOSIT LI HE C393756	08.08.12		30,000.00	6,503.42
08.08	FOREIGN CASH DEPOSIT LI HE C389639	08.08.12		10,000.00	
08.08	PAYMENT FOREIGN CHQ NO 0000319 LI HE C391851	08.08.12	5,000.00		
08.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C393756 C393756	08.08.12	150.00		
08.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C389639 C389639	08.08.12	50.00		
09.08	FOREIGN CASH DEPOSIT lihe C400858	09.08.12		10,000.00	41,303.42
09.08	PAYMENT CHRQUE REF 0000317 3673609	09.08.12	4,720.00		
09.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C400858 C400858	09.08.12	50.00		
13.08	PAYMENT FOREIGN CHQ NO 0000320 LI HE C410909	13.08.12	15,000.00		46,533.42
13.08	FOREIGN CASH DEPOSIT rita C424232	13.08.12		15,000.00	
	Report		45,095.00	90,000.00	46,533.42

E. & O.E. Statement print by JULIUS LOBEGA at 03/09/2012 14:38:40



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Head Office: Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



# STATEMENT OF ACCOUNT

NATURE : NON-RENDERED CURRENT ACCOUNT

BRANCH : MAIN BRANCH

\*\*\*\*\*IMPORTANT NOTICES\*\*\*\*\*

DEAR CUSTOMER  
WE HAVE NOW OPENED OUR 30TH UGANDAN BRANCH IN  
PATONGO, NORTHERN UGANDA  
PLEASE FEEL FREE TO ENJOY OUR SERVICES AT ANY  
OF OUR BRANCHES

Account 01220150019 in US DOLLARS (USD)

Statement from 01.08.2012 to 31.08.2012 ( page 3 )

TIAN TANG GROUP LTD

JINJA ROAD

0414252699

P.O BOX 37021  
KAMPALA  
256 UGANDA

FOR RECONCILIATION PURPOSE ONLY		INTERIM STATEMENT			
Date	Transaction details / Ref.	Value	Debit	Credit	Balance
	Report		176,720.01	176,996.37	1,904.78
20.08	OFFSHORE CORRESPONDENT CHARGE CHARGES ON TRANSFER REF 3692421 IN FAVOUR OF HALDIA STEELS LTD 3692421	20.08.12	28.00		
20.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C467144 C467144	20.08.12	10.00		
20.08	COMMISSION SWIFT TRANSFER A/C HOLDERS CHARGES ON TRANSFER REF 3692421 IN FAVOUR OF HALDIA STEELS LTD 3692421	20.08.12	8.05		
21.08	FOREIGN CASH DEPOSIT RITA C479758	21.08.12		43,000.00	1,858.73
21.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C479758 C479758	21.08.12	215.00		
22.08	PAYMENT FOREIGN CHQ NO 0000325 LI HE C484535	22.08.12	40,000.00		44,643.73
22.08	RTGS B/O ABDI AYUB HASSAN C486508	22.08.12		35,000.00	39,643.73
23.08	RTGS B/O TIAN TANG GROUP LTD C495519	23.08.12		10,993.99	
23.08	PAYMENT FOREIGN CHQ NO 0000326 LI HE C492565	23.08.12	5,000.00		45,637.72
24.08	PAYMENT FOREIGN CHQ NO 0000327 LI HE C504374	24.08.12	190,000.00		
24.08	TRANSFER RECEIVED BY ORDER OF TIAN TANG GROUP LTD/JINJA C502945	24.08.12		150,000.00	5,637.72
28.08	FOREIGN CASH DEPOSIT LI HE C531077	28.08.12		6,500.00	
28.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C531077 C531077	28.08.12	32.50		
	Report		412,013.56	422,490.36	12,105.22

E. & O.E. Statement print by JULIUS LOBEGA at 03/09/2012 14:38:40



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Head Office: Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



# STATEMENT OF ACCOUNT

NATURE : ~~NON-REMUNERATED~~ CURRENT ACCOUNT

BRANCH : MAIN BRANCH

\*\*\*\*\*IMPORTANT NOTICES\*\*\*\*\*

DEAR CUSTOMER  
WE HAVE NOW OPENED OUR 30TH UGANDAN BRANCH IN  
PATONGO, NORTHERN UGANDA  
PLEASE FEEL FREE TO ENJOY OUR SERVICES AT ANY  
OF OUR BRANCHES

Account 01220150019 in US DOLLARS (USD)  
Statement from 01.08.2012 to 31.08.2012 ( page 4 )

TIAN TANG GROUP LTD  
JINJA ROAD  
0414252699  
P.O BOX 37021  
KAMPALA  
256 UGANDA

Date	FOR RECONCILIATION PURPOSE ONLY Transaction details / Ref.	Value	INTERIM STATEMENT		Balance
			Debit	Credit	
	Report		412,013.56	422,490.36	12,105.22
29.08	NTRF NEW VXC9503/TF TRANSFER FAVOUR EMMESS TRANSPORT LTD 3710787	29.08.12	15,762.00		12,105.22
29.08	FOREIGN CASH DEPOSIT LI HE C534107	29.08.12		5,000.00	
29.08	OFFSHORE CORRESPONDENT CHARGE CHARGES ON TRANSFER REF 3710787 IN FAVOUR OF EMMESS TRANSPORT LTD 3710787	29.08.12	28.00		
29.08	FOREIGN CASH DEPOSIT ON YOUR TRANSACTION REFERENCE C534107 C534107	29.08.12	25.00		
29.08	COMMISSION SWIFT TRANSFER A/C HOLDERS CHARGES ON TRANSFER REF 3710787 IN FAVOUR OF EMMESS TRANSPORT LTD 3710787	29.08.12	7.97		
31.08	MONTHLY FEES N. 01220150019 Fees	31.08.12	3.98		1,282.25
	Total of entries		427,840.51	427,490.36	
	Balance at 31.08.2012				1,278.27

E. & O.E. Statement print by JULIUS LUBEGA at 03/09/2012 14:38:40

**DISCLAIMER**  
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**Head Office:** Plot 45 Jinja Road, P.O. Box 2750 Kampala, Uganda, Tel: 256-414-302001/312-254100, Fax: 256-414-230902



5

Original of the Original  
Signature of *Hayley*  
Date 19/9/2012  
For Executive Director  
Tanzania Investment Centre

THE UNITED REPUBLIC OF TANZANIA

00219210

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: ..... 042106 .....

## This is to certify that

TIAN TANG GROUP TANZANIA LIMITED

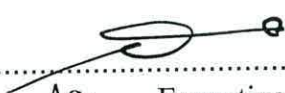
of address .....  
P.O. BOX 3766  
DAR ES SALAAM

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~ enterprise known as

TIAN TANG GROUP TANZANIA LIMITED

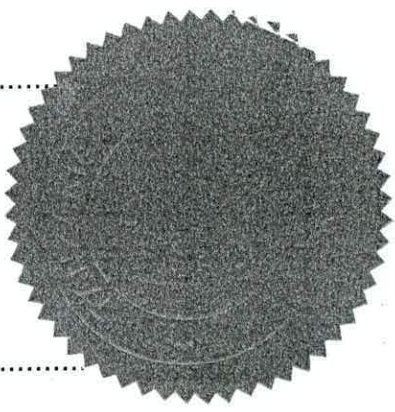
Which is located at .....  
KISEMVULE, MKURANGA  
COAST (PWANI)

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 ..... 20TH SEPTEMBER 2011 .....



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 (%)
Zhang Zhi Gang	Chinese	80
Li Bin	Chinese	20
  
2. Proposed Activities : To establish a plant for Manufacturing high quality building materials
  
3. Sector: Manufacturing Subsector Building Material
  
4. Investment cost: Foreign USD 3m. Local - Total USD 3m.
  
5. Project Financing:
 

Equity.....	<u>USD 3m.</u>	Loans.....	<u>-</u>	Total.....	<u>USD 3m.</u>
-------------	----------------	------------	----------	------------	----------------
  
6. Source, terms and conditions of loan.....
  
7. Assets to be invested:
 

	Foreign	Local	Total
Capital items:	<u>USD 3m.</u>	<u>-</u>	<u>USD 3m.</u>
  
8. Technology Agreement ..... None
  
9. Date of TIC Registration: ..... 20th September 2012
  
10. Implementation period ..... September 2011 - August 2014
  
11. Operative date..... September 2014
  
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 are not allowed under this Certificate

Signed   
Ag. Executive Director

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JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Simu:Na. 022 2121342-8  
Nukshi Na: 022 2124576  
Barua pepe:cl@ardhi.go.tz



Idara ya Utawala wa Ardhi,  
S. L. P. 9230,  
**DAR ES SALAAM.**

Unapojibu tafadhali taja:

**Kumb. Na. LD/307684/5**

17/09/2012

Mkurugenzi Mtendaji,  
Kituo cha Uwekezaji,  
S.L.P. 938,  
**DAR ES SALAAM.**



**YAH: KUTANGAZA KIWANJA NA. 23 NA 25 KITALU D  
KISEMVULE- MKURANGA, KWA AJILI YA UWEKEZAJI**

Husika na kichwa cha somo hilo hapo juu.

Kamishna wa Ardhi Msaidizi Kanda ya Mashariki ameshasaini Form ya Ardhi Na. 1 (**Land Form No.1**). Hivyo inawasilishwa kwako kwa ajili ya taratibu za kusainiwa na Mkurugenzi Mtendaji na matangazo.

Tunatarajia ushirikiano wako.

Christian J Mwalugaja  
Kny: **KAMISHNA WA ARDHI**

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT 1999  
(NO. 4 OF 1999)  
DESIGNATION OF LAND FOR  
INVESTMENT PURPOSES  
(Under Section 20)


I, BRAMSIDEN LAIMOS SICHONE Assistant Commissioner for Lands of P. O. Box 9230, DAR ES SALAAM, HEREBY DESIGNATE the following land(s) for investment purposes under the Tanzania Investment Act No. 26 of 1997:-

- (a) Area known as Plot No. 23 & 25 BLOCK "D" at Kisemvule in Mkuranga District, Coast Region shown in registered plan No. 69972.
- (b) Measuring 1.074 Hectors bound with beacons ZDC 183, SBL 861, ZDC 192, ZDC 191, ZDC 189 and ZDC 194 on the Registered Plan No. 69972
- (c) Situated at Kisemvule in Mkuranga District Coast Region.
- (d) The land is designated for Storage Warehouses and Special Industries use only.

Dated at Dar es Salaam This 18<sup>th</sup> Day of September, 2012

  
Assistant Commissioner for Lands

Copies Served upon us:

  
Executive Director, Tanzania Investment Centre

Date: 28/9/2012

.....  
Authorised Officer of the District

Date: .....

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT 1999  
(NO. 4 OF 1999)  
DESIGNATION OF LAND FOR  
INVESTMENT PURPOSES  
(Under Section 20)

I, BRAMSIDEN LAIMOS SICHONE Assistant Commissioner for Lands of P. O. Box 9230, DAR ES SALAAM, HEREBY DESIGNATE the following land(s) for investment purposes under the Tanzania Investment Act No. 26 of 1997:-

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- (c) Situated at Kisemvule in Mkuranga District Coast Region.
- (d) The land is designated for Storage Warehouses and Special Industries use only.

Dated at Dar es Salaam This 18<sup>th</sup> Day of September, 2012

[Signature]  
Assistant Commissioner for Lands

Copies Served upon us:

X [Signature]  
Executive Director, Tanzania Investment Centre

Date: 28/9/2012

.....  
Authorised Officer of the District

Date: .....

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT 1999  
(NO. 4 OF 1999)  
DESIGNATION OF LAND FOR  
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(Under Section 20)

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- (b) Measuring 1.074 Hectors bound with beacons ZDC 183, SBL 861, ZDC 192, ZDC 191, ZDC 189 and ZDC 194 on the Registered Plan No. 69972
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- (d) The land is designated for Storage Warehouses and Special Industries use only.

Dated at Dares Salaam This 18<sup>th</sup> Day of September, 2012.

[Signature]  
Assistant Commissioner for Lands

Copies Served upon us:

X [Signature]  
Executive Director, Tanzania Investment Centre

Date: 28/9/2012

.....  
Authorised Officer of the District

Date: .....

7

**TICC/PP.10/042106/7**

**28/09/ 2012**

Mhariri,  
Gazeti la Serikali,  
Menejimenti ya Utumishi wa Umma,  
S.L.P. 2483,  
**DAR ES SALAAM.**

**YAH: KUTANGAZA ARDHI KWA AJILI YA UWEKEZAJI**

Tafadhali rejea kichwa cha habari kilichopo hapo juu.

Pamoja na barua hii nimekuambatishia taarifa inayohusu Kiwanja Na. 23 & 25 Block "D", Kisemvule, Mkuranga; kwa ajili ya kutangaza katika toleo lijalo la Gazeti la Serikali. Kampuni iliyoomba inajulikana kama TIAN TANG GROUP (T) LIMITED.

Utaratibu wa kuandaa tangazo hili umezingatia Fungu la 20(2) la Sheria ya Ardhi, Sura ya 113 (kama ilivyorekebishwa mwaka 2002).

Nakutakia kazi njema.

**KITUO CHA UWEKEZAJI**



Hans O. Msemu

Kny; **MKURUGENZI MTENDAJI**



**TICC/PP.10/042106/7**

**28/09/ 2012**

Mhariri,  
Gazeti la Serikali,  
Menejimenti ya Utumishi wa Umma,  
S.L.P. 2483,  
**DAR ES SALAAM.**

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Tafadhali rejea kichwa cha habari kilichopo hapo juu.

Pamoja na barua hii nimekuambatishia taarifa inayohusu Kiwanja Na. 23 & 25 Block "D", Kisemvule, Mkuranga; kwa ajili ya kutangaza katika toleo lijalo la Gazeti la Serikali. Kampuni iliyoomba inajulikana kama TIAN TANG GROUP (T) LIMITED.

Utaratibu wa kuandaa tangazo hili umezingatia Fungu la 20(2) la Sheria ya Ardhi, Sura ya 113 (kama ilivyorekebisha mwaka 2002).

Nakutakia kazi njema.

**KITUO CHA UWEKEZAJI**

Hans O. Msemu

Kny; **MKURUGENZI MTENDAJI**

# HALMASHAURI YA WILAYA YA MKURANGA



**Barua zote ziandikwe kwa:**  
**Mkurugenzi Mtendaji Wilaya,**  
**Simu Na 023 2402738,**  
**Fax Na 023 402706**  
**Unapojibu tafadhali taja:**

S.L.P. 10,  
MKURANGA,  
PWANI.

Kumb. Na.LD/MK/1752

21/08/2012

Kamishna wa Ardhi,  
Wizara ya Ardhi Nyumba na Maendeleo ya Makazi,  
S. L. P. 9230,  
**DAR ES SALAAM.**

## **YAH: KIWANJA NA. 23 & 25 KITALU "D" KISEMVULE WILAYANI MKURANGA**


Tafadhali husika na somo tajwa hapo juu.

Ninapenda kukutaarifu kwamba kiwanja na. 23 & 25 Kitalu "D" Kisemvule ni moja ya viwanja vilivyopimwa na kutangazwa kwa ajili ya viwanda kwa wawekezaji wa ndani na nje. Kiwanja tajwa hapo juu kimegawiwa kwa Mwekezaji wa nje ( TIAN TANG GROUP TANZANIA LTD Of P. O. Box 20478 DAR ES SALAAM.) wa nchini China.

Mwekezaji huyu ametimiza masharti yote na hivyo kwa mujibu wa Sheria ya Ardhi No. 4 ya 1999, chini ya fungu la 20, kiwanja hiki kinapaswa kuwa chini ya miliki ya Kituo cha Uwekezaji Tanzania (TIC)

Ardhi haina mgogoro, imepimwa na kusajiliwa kama Land form no. 1 invyojieleza.



  
Chagiye R. M.  
k.n.y: **MKURUGENZI MTENDAJI (W)**  
**MKURANGA.**

Nakala: Mkurugenzi Mtendaji, - kwa taarifa.  
Kituo cha Uwekezaji Tanzania (TIC),  
S. L. P. 938,  
**DAR ES SALAAM.**

“ Mkurugenzi Mtendaji (W), - kwa taarifa.  
S. L. P. 10,  
**MKURANGA.**



ISSN 0856-0323

9

MWAKA WA 93

28 Septemba, 2012

TOLEO NA. 39

# GAZETI

BEI SH. 300/=

LA

DAR ES SALAAM

## JAMHURI YA MUUNGANO WA TANZANIA

O

Linatolewa kwa Idhini ya Serikali na  
Kuandikishwa Posta kama  
Gazeti

### YALIYOMO

Taarifa ya Kawaida	Uk.	Taarifa ya Kawaida	Uk.		
Kuajiriwa na Kukabidhiwa Madaraka .....	Na. 946	33	Kampuni inayotarajiwa kufutwa katika Daftari la Makampuni .....	Na. 963	37
Notice re Supplement .....	Na. 947	34	Kampuni zilizofutwa katika Daftari la Makampuni .....	Na. 964-5	37
Tanzia .....		34	Designation of land for Investment purposes	Na. 966	37
Kupotea kwa Hati za Kumiliki Ardhi .....	Na. 948-5734/6		Uthibitisho na Usimamizi wa Mirathi .....	Na. 967-8	37/8
Kupotea kwa Leseni ya Makazi .....	Na. 958-62	36	Deed Poll on change of name .....	Na. 969-70	38

### KUAJIRIWA NA KUKABIDHIWA MADARAKA

TAARIFA YA KAWAIDA NA. 946

**WIZARA YA ULINZI NA JESHI LA KUJENGA TAIFA**  
**Kupandishwa/kubadilishwa cheo**

*Muuguzi daraja II*  
Tumaini B. Msomba

**Ofisi ya Waziri Mkuu Tawala za Mikoa na Serikali za Mitaa Dodoma**

*Katibu Mhutasi I*  
PATRICIA B. MGEMA, kuanzia tarehe 01.01.2006

*Afisa Utumishi II*  
CHIKU ABDALLAH, kuanzia tarehe 01.01.2006

*Afisa Serikali za Mitaa II*  
HALIMA J. LILINGANI, kuanzia tarehe 01.01.2006

*Afisa Serikali za Mitaa*

EMMANUEL P. NYAGAWA, kuanzia tarehe 01.01.2006  
*Afisa Elimu Mwandamizi*

ODILIA J. MUSHI, kuanzia tarehe 01.01.2006

*Muuguzi daraja la II*  
MKWAYA J. LUKUMBUZYA, kuanzia tarehe 14.03.2011

*Afisa Muuguzi Msaidizi daraja II*  
LWISE GODSON, kuanzia tarehe 15.03.2011

*Mteknolojia Msaidizi (Maabara)*  
MARCELINA B. MROSSO, kuanzia tarehe 04.04.2011  
MARIAM M. CHITALASITA, kuanzia tarehe 09.05.2011

*Muuguzi daraja II*  
MERCY R. NDOSTI, kuanzia tarehe 29.07.2011

**Kuajiriwa na Kukabidhiwa Madaraka inaendelea Ukwa 39**

Matangazo yahasuyo mali za watu waliofariki, kuvunja mikataba ya ushirikiano na mengineyo, yakiwa ya manufaa kwa umma yaweza kuchapishwa katika Gazeti. Yapelekwe kwa Mhariri, Ofisi ya Rais — Menejimenti ya Utumishi wa Umma, S.L.P. 2483, Dar es Salaam, Simu za Ofisi 2118531/4. Kabla ya Jumamosi ya kila Juma.

Limepigwa Chapa na Mpigachapa Mkuu wa Serikali, Dar es Salaam — Tanzania

Leseni ya Makazi ya Asili ikionekana, irudishwe kwa Msajili wa Nyaraka Msaidizi, S.L.P. 46343 Temeke, Dar es Salaam.

MWASHA R. A.,  
Msajili wa Leseni za Makazi  
Temeke Manispaa

TAARIFA YA KAWAIDA NA. 963

KAMPUNI INAYOTARAJIWA KUFUTWA KATIKA  
DAFTARI LA MAKAMPUNI

*Sheria ya Makampuni*  
(NA. 12 YA 2002)

Inatolewa ilani chini ya kifungu 400 (3) cha Sheria ya Makampuni kwamba Kampuni ifuatayo itafutwa katika daftari la Makampuni iwapo hakutatokoa kipingamizi chochote baada ya miezi mitatu kupita tokea tarehe ya ilani hii.

TEAM KILIMANJARO COMPANY LTD.

N. SHANI,  
Msajili Msaidizi wa Makampuni

TAARIFA YA KAWAIDA NA. 964

KAMPUNI ILIYOFUTWA KATIKA  
DAFTARI LA MAKAMPUNI

*Sheria ya Makampuni*  
(NA. 12 YA 2002)

Inatolewa ilani chini ya kifungu 400 (5) cha Sheria ya Makampuni kwamba Kampuni ifuatayo imefutwa katika daftari la Makampuni.

MARITRANS SERVICES TANZANIA LIMITED.

N. SHANI,  
Msajili Msaidizi wa Makampuni

TAARIFA YA KAWAIDA NA. 965

KAMPUNI ILIYOFUTWA KATIKA  
DAFTARI LA MAKAMPUNI

*Sheria ya Makampuni*  
(NA. 12 YA 2002)

Inatolewa ilani chini ya kifungu 400 (5) cha Sheria ya Makampuni kwamba Kampuni ifuatayo imefutwa katika daftari la Makampuni.

NEDLLOYD TANZANIA LIMITED.

F. KANYUSI,  
Msajili Msaidizi wa Makampuni

TAARIFA YA KAWAIDA NA. 966

Land Form No. 1

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT, 1999

(No. 4 OF 1999)

DESIGNATION OF LAND FOR INVESTMENT  
PURPOSES

(Under Section 20)

I, BRAMSIDEN LAIMOS SICHONE, Assistant Commissioner for Lands of P.O. Box 9230 Dar es Salaam. HEREBY DESIGNATE the following land(s) for investment purposes under the Tanzania Investment Act No. 26 of 1997:-

(a) Area known as plot No. 23 & 25 Block "D" at Kisemvule in Mkuranga District, Coast Region shown in registered plan No. 69972.

(b) Measuring 1.074 Hectors bound with beacons ZDC 183, SBL 861, ZDC 192, ZDC 191, ZDC 189 and ZDC 194 on the Registered Plan No. 69972.

(c) Situated at Kisemvule in Mkuranga District Coast Region.

(d) The Land is designated for Storage Warehouses and Special Industries use only.

Dated at Dar es Salaam this 18<sup>th</sup> day of September, 2012.

.....  
Assistant Commissioner for Lands

Copies Served upon us:

.....  
Executive Director, Tanzania Investment Centre

Date: .....

.....  
Authorised Officer of the District

Date: .....

TAARIFA YA KAWAIDA NA. 967

UTHIBITISHO NA USIMAMIAJI WA MIRATHI  
(Katika Mahakama Kuu ya Tanzania Dar es Salaam)  
SHAURI NAMBARI 37 YA MWAKA 2012

*Maombi ya Barua ya Usimamizi wa Mirathi ya  
Zulekha Suleiman Alawi, Marehemu*

na

Khadija Mohamed Alawiy, Muombaji

TAARIFA YA KAWAIDA

(Kanuni ya 75)

Watu wote wanaodai kuwa na haki katika Mirathi ya Marehemu aliyetajwa hapo juu wanafahamishwa kufika na kuangalia mashauri haya katika jalada kama wanaona inafaa kabla ya kutolewa kwa barua za usimamiji wa Mirathi kwa muombaji aliyetajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 17 mwezi wa Oktoba mwaka wa 2012.

Imewasilishwa Dar es Salaam leo tarehe 21 mwezi wa Agosti mwaka 2012.

.....  
Naibu Msajili Mwandamizi

# HALMASHAURI YA WILAYA YA MKURANGA



Diff (10)

Barua zote ziandikwe kwa:  
Mkurugenzi Mtendaji Wilaya,  
Simu Na 023 2402738,  
Fax Na 023 402706  
Unapojibu tafadhali taja:

S.L.P. 10,  
MKURANGA,  
PWANI.

Kumb. Na.LD/MK/1752

21/08/2012

Kamishna wa Ardhi,  
Wizara ya Ardhi Nyumba na Maendeleo ya Makazi,  
S. L. P. 9230,  
DAR ES SALAAM.

## YAH: KIWANJA NA. 23 & 25 KITALU "D" KISEMVULE WILAYANI MKURANGA


Tafadhali husika na somo tajwa hapo juu.

Ninapenda kukutaarifu kwamba kiwanja na. 23 & 25 Kitalu "D" Kisemvule ni moja ya viwanja vilivyopimwa na kutangazwa kwa ajili ya viwanda kwa wawekezaji wa ndani na nje. Kiwanja tajwa hapo juu kimegawiwa kwa Mwekezaji wa nje (TIAN TANG GROUP TANZANIA LTD Of P. O. Box 20478 DAR ES SALAAM.) wa nchini China.

Mwekezaji huyu ametimiza masharti yote na hivyo kwa mujibu wa Sheria ya Ardhi No. 4 ya 1999, chini ya fungu la 20, kiwanja hiki kinapaswa kuwa chini ya miliki ya Kituo cha Uwekezaji Tanzania (TIC)

Ardhi haina mgogoro, imepimwa na kusajiliwa kama Land form no. 1 invyojieleza.



  
Chagiye R. M.  
k.n.y: MKURUGENZI MTENDAJI (W)  
MKURANGA.

Nakala: Mkurugenzi Mtendaji, - kwa taarifa.  
Kituo cha Uwekezaji Tanzania (TIC),  
S. L. P. 938,  
DAR ES SALAAM.

" Mkurugenzi Mtendaji (W), - kwa taarifa.  
S. L. P. 10,  
MKURANGA.

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

11

Invoice



Date: 05-Dec-2012

Invoice No: 935644

**TO:** TANZANIA INVESTMENT CENTRE (TIC)  
P.O Box 938  
DAR ES SALAAM

LOT ID: 266851, LOT NUMBER: 23 & 25, AREA: 10740 SQM  
BLOCK: D KISEMVULE IN MKURANGA, PWANI

Description	Amount	Amount Due
Land rent From 1st July, 2012 to 30th June, 2013	644,400.00	644,400.00
Registration Fee	128,880.00	128,880.00
Certificate of Occupancy Fee	3,000.00	3,000.00
Deed Plan Fee	6,000.00	6,000.00
Survey Fee	537,000.00	537,000.00
Stamp Duty	32,310.00	32,310.00
Premium	1,611,000.00	1,611,000.00
<b>TOTAL</b>	<b>2,962,590.00</b>	<b>2,962,590.00</b>

*Vizelle*

Issued By: HUSSEIN  
ABUBAKAR  
MIDELLO

**FOR: COMMISSIONER FOR  
LANDS**

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Invoice



Date: 05-Dec-2012

Invoice No: 935644

**TO:** TANZANIA INVESTMENT CENTRE (TIC)  
P.O Box 938  
DAR ES SALAAM

LOT ID: 266851, LOT NUMBER: 23 & 25, AREA: 10740 SQM  
BLOCK: D KISEMVULE IN MKURANGA, PWANI

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Survey Fee	537,000.00	537,000.00
Stamp Duty	32,310.00	32,310.00
Premium	1,611,000.00	1,611,000.00
<b>TOTAL</b>	<b>2,962,590.00</b>	<b>2,962,590.00</b>

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

Issued By: HUSSEIN  
ABUBAKAR  
MIDELLO

**FOR: COMMISSIONER FOR  
LANDS**

Unclaimed refund beyond three years will be forfeited



12.

## TANZANIA INVESTMENT CENTRE

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

RECEIPT REC009658

No. 004147

Received from : TIAN TANG GROUP TANZANIA LTD

Address P. O. Box 20478, Dar Es Salaam

Received the sum of (In words): TWO HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTY-NINE AND ZERO CENT

ONLY

Being payment in respect of LAND FACIL PLOT 23&25 BLOCK D KISEMVULE

Amount : TZS. 296.259.00

Cash / Cheque No: D/Deposit 06/12

Date : 11-Dec-2012

RIJisso

Receiving Officer

STAKABADHI YA SERIKALI

48586508

1 093-3246

EXCHEQUER RECEIPT

JIMEPOKEA KWA  
Received from

TANZANIA INVESTMENT CENTRE

KIASI  
Amount

Shs.										Cts.	
= 161,000 =											

MILIA YA SHILINGI (Kwa maneno)  
sum of Shillings (Words)

ONE Million SIX  
THOUSAND ONLY

NA SENTI  
And Cents

Hundred Eleven

MALIPO YA  
In respect of

Premium No. 23 725 Block D

FEDHA TASLIMU/HUNZI

WIBA By Cash/Cheque No.

KITUO - Station

HI YA MPOKEAJI - Receiving Officer's  
Signature

WIEO - Title

WAKATI - Date

06/12/08

Kisumu Mwangi

Handwritten notes on the left side of the page, including a large 'M' at the top and several lines of illegible cursive text.

Main body of handwritten notes in cursive, containing several lines of text that are difficult to decipher due to the handwriting style.

Handwritten text at the bottom right of the page, possibly a date or a reference number, appearing to be '2013-3319'.

JAMHURI YA MUUNGANO WA TANZANIA  
THE UNITED REPUBLIC OF TANZANIA

STAKABADHI YA SERIKALI

EXCHEQUER RECEIPT

NIMEPOKEA KWA  
Received from

TANZANIA INVESTMENT CENTRE  
KIASI Amount

49219539

TFN. 614 (Rev. 8.9.77)

2001-09011

Shs.										Cts.	
= 128880 =											

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

ONE Hundred and Eight Thousand

Eight hundred and twenty five

NA SENTI  
And Cents

KWA MALIPO YA  
In respect of

23725 Block D

KWA FEDHA TASLIMU/HUNMI

NAMBA By Cash/Cheque No.

KITUO - Station

SAHIHI YA MPOKEAJI - Receiving Officer's  
Signature

[Signature]

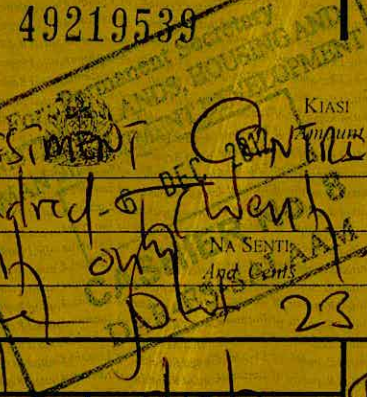
CHEO - Title

[Signature]

TARIIHI - Date

06/12/20

Pusemwe Mwaranga



NPC-KIUTA



JAMHURI YA MUUNGANO WA TANZANIA  
THE UNITED REPUBLIC OF TANZANIA

STAKABADHI YA SERIKALI

49221678

1693-3766

TFN. 61

EXCHEQUER RECEIPT

NIMEPOKEA KWA  
Received from

TANZANIA

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

Five

ANDREW CENTRE

KIASI  
Amount

Shs.										Cts.	
= 546000 =											

Six Thousand

KWA MALIPO YA  
In respect of

Payment

6 DEC 2012

NA SENTI  
And Cent

Plot of No. 23 & 25 Block D

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

SAHIHI YA MPOKEAJI - Receiving Officer's  
Signature

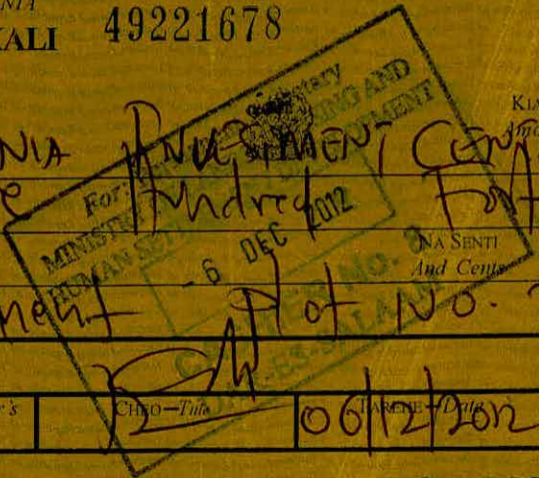
CHEO - Title

06/12/2012

TAREHE - Date

KITUO - Station

Kisumu Mkwangi



NPC-KIUTA

Handwritten notes on lined paper, including the word "EQUATION" and various mathematical symbols and numbers.

Handwritten notes on lined paper, including the word "EQUATION" and various mathematical symbols and numbers.

Handwritten notes on lined paper, including the word "EQUATION" and various mathematical symbols and numbers.

Handwritten text at the bottom right of the page.

KABADHI YA SERIKALI

CHEQUER RECEIPT

POKEA KWA  
ved from

48612986

1 2001-080311

Shs.										Cts.	
= 676710 =											

KIASI  
Amount

TANZANIA INVESTMENT CENTRE

A YA SHILINGI (Kwa maneno)  
sum of Shillings (Words)

Six Hundred Seventy Six Thousand  
Seven Hundred Ten only

NA SENTI  
and Cents

MALIPO YA  
aspect of

Plot 23 & 25 Block D

FEDHA TASLIMU/HUNDI  
By Cash/Cheque No.

KITUO - Station

MPOKEAJI - Receiving Officer's  
ature

CHEQUE Title

TAREHI - Date  
06/12/2012

Kisumu / Mburungu

M. B. 08/15/2015  
5/1/2014 10/15/2014  
10/15/2014 10/15/2014  
10/15/2014 10/15/2014  
10/15/2014 10/15/2014

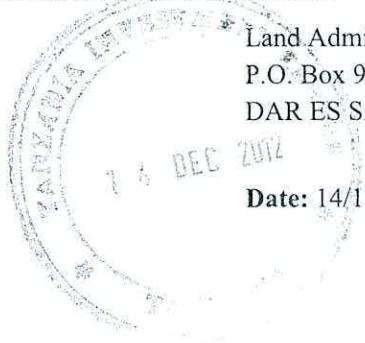
10/15/2014 10/15/2014

13



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT  
ACKNOWLEDGEMENT OF PAYMENTS

Tel: No. 022 2121342-8  
Fax: No. 022 2124576  
E-mail: cl@ardhi.go.tz  
**In reply please quote:**  
Ref. No. LD/307684



Land Administration Division  
P.O. Box 9230,  
DAR ES SALAAM.

Date: 14/12/2012

TANZANIA INVESTMENT CENTRE (TIC)  
P.O BOX 938  
DAR ES SALAAM

RE: RECEIPTS OF PAYMENTS ON  
PLOT NO.23 & 25 BLOCK D KISEMVULE in MKURANGA Municipality  
CONTAINING 10,740.00 SQ.M AS SHOWN IN REG. SURVEY PLAN NO. 69972

This is to notify you of the various fees you effected pertaining to Plot/Farm bearing details described above, that is;

Description	Amount	Amount Paid	ERV	Date
Land rent From 1st Jul, 2012 to 30th Jun, 2013	644,400.00	644,400.00	48612986	06-Dec-2012
Registration Fee	128,880.00	128,880.00	49219539	06-Dec-2012
Certificate of Occupancy Fee	3,000.00	3,000.00	49221678	06-Dec-2012
Deed Plan Fee	6,000.00	6,000.00	49221678	06-Dec-2012
Survey Fee	537,000.00	537,000.00	49221678	06-Dec-2012
Stamp Duty	32,310.00	32,310.00	48612986	06-Dec-2012
Premium	1,611,000.00	1,611,000.00	48586508	06-Dec-2012
<b>Total</b>	<b>2,962,590.00</b>	<b>2,962,590.00</b>		

Furthermore you are informed that, by, my virtue of these payments and within ninety days, the Commissioner for Lands or an Assistant Commissioner for Lands, shall prepare and issue you a Certificate of Occupancy according to Section 29 of the Land Act, Cap 113 (R. E. 2002) (as amended). The Terms and Conditions of the Right of Occupancy will run with effect from the date of completion of your payments bill.

COMMISSIONER FOR LANDS/AUTHORIZED OFFICER

We, TANZANIA INVESTMENT CENTRE (TIC) The Applicant(s) certify that the figures relating to the forestasted payments are correct.

Signature(s):  Date: 17/12/12



14

TICC/PP. 10/042106/14

19/12/2012

Kamishna wa Ardhi,  
Wizara ya Ardhi,  
S.L.P. 9230,  
DAR-ES -SALAAM.

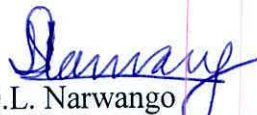
**YAH: KUTAYARISHA HATI ZA KIWANJA NA 23 & 25 KITALU " D"  
KISEMVULE WILAYA YA MKURANGA.**

Tunaomba ututayarishie Hati ya kumiliki Ardhi ya kiwanja tajwa hapo juu kwa jina la ;  
TANZANIA INVESTMENT CENTRE, P.O. BOX 938, DAR-ES-SALAAM.

Pamoja na barua hii, tumekuambatishia *Aknowledgement of payments forms* ambazo  
tayari zimesainiwa na Mkurugenzi Mtendaji wa Kituo cha Uwekezaji, kwa urahisi wa  
rejea na hatua zaidi.

Nakutakia kazi njema.

KITUO CHA UWEKEZAJI TANZANIA



D.L. Narwango

**Kny: MKURUGENZI MTENDAJI**



TICC/PP. 10/042106/14

19/12/2012

Kamishna wa Ardhi,  
Wizara ya Ardhi,  
S.L.P. 9230,  
**DAR-ES -SALAAM.**

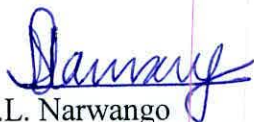
**YAH: KUTAYARISHA HATI ZA KIWANJA NA 23 & 25 KITALU " D"  
KISEMVULE WILAYA YA MKURANGA.**

Tunaomba ututayarishie Hati ya kumiliki Ardhi ya kiwanja tajwa hapo juu kwa jina la ;  
TANZANIA INVESTMENT CENTRE, P.O. BOX 938, DAR-ES-SALAAM.

Pamoja na barua hii, tumekuambatishia *Acknowledgement of payments forms* ambazo  
tayari zimesainiwa na Mkurugenzi Mtendaji wa Kituo cha Uwekezaji, kwa urahisi wa  
rejea na hatua zaidi.

Nakutakia kazi njema.

KITUO CHA UWEKEZAJI TANZANIA



D.L. Narwango

**Kny: MKURUGENZI MTENDAJI**

TIC

# TIANTANG GROUP TANZANIA LIMITED

15

Plot No.23&25 Block "D" Kisenvule, Mkulanga District Coast Region Tanzania

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

Date 20-NOV-2012

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 INVESTIVES NO: 042106**

We are Tic approved project with certificate of incentives of No. 042106 which is valid up to August-2014.

The company has been registered with objectives of Building Material.

Attached herewith please find a list of Capital/Deemed Capital Goods for Duty/VAT exemption approved.

Yours sincerely

.....  
**Managing Director**

9



THE UNITED REPUBLIC OF TANZANIA

00219210

Signature: [Signature]  
Date: 14/09/2011  
Port Executive Director  
Tanzania Investment Centre

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: ..... 042106 .....

## This is to certify that

.....  
TIAN TANG GROUP TANZANIA LIMITED  
.....

of address .....  
P.O. BOX 3766

.....  
DAR ES SALAAM  
.....

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~ enterprise known as

.....  
TIAN TANG GROUP TANZANIA LIMITED  
.....

Which is located at .....  
KISEMVULE, MKURANGA

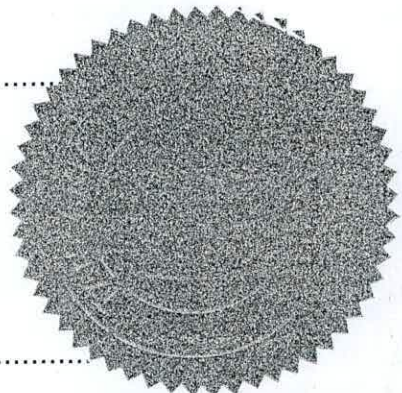
.....  
COAST (PWANI)  
.....

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 ..... 20TH SEPTEMBER 2011 .....



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
 

Zhang Zhi Gang	Nationality Chinese	Shareholding (%) 80
Li Bin	Chinese	20
  
2. Proposed Activities: To establish a plant for Manufacturing high quality building materials
  
3. Sector: Manufacturing Subsector: Building Material
  
4. Investment cost: Foreign USD 3m. Local - Total USD 3m.
  
5. Project Financing: Equity USD 3m. Loans - Total USD 3m.
  
6. Source, terms and conditions of loan: .....
  
7. Assets to be invested:
 

Capital items:	Foreign	Local	Total
	<u>USD 3m.</u>	<u>-</u>	<u>USD 3m.</u>
  
8. Technology Agreement: None
  
9. Date of TIC Registration: 20th September 2012
  
10. Implementation period: September 2011 - August 2014
  
11. Operative date: September 2014
  
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 are not allowed under this Certificate

Signed  Ag. Executive Director

CTIN.: 1008714

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**

TIAN TANG GROUP TANZANIA LIMITED

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

118-508-572

with effect from 25-09-2012



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

# TIANTANG GROUP TANZANIA LIMITED

Plot No.23&25 Block "D"Kisemvule,Mkulanga District Coast Region Tanzania

NO.	ITEM NAME	QTY
1.	Gutter Roll Forming Machine	2 Sets
2.	Sandwich Pane Line	2 Sets
3.	Roll Forming Machine for Roof Pansl&Wall Panel	3 Sets
4.	Steel Roofline Rolling Forming Machine	3 Sets
5.	C/Z Purlin Forming Machine	2 Sets
6.	Pipe Extrusion Line	6 Sets
7.	①PVC Pipe Production Line	2 Sets
8.	②PP.PE Pipe Production Line	2 Sets
9.	③Plastic Single-Wall corrugated Extrusion Line	2 Sets
10.	Truck of 2 Ton	2 Pcs
11.	CCTC Camera	30 Sets
12.	<del>Sofa</del> ✕	2 Sets
13.	<del>Office Table</del> ✕	20 Sets
14.	<del>Chairs</del> ✕	50 Pcs
15.	Steel Structure for 7000 m <sup>2</sup>	7000 m <sup>2</sup>
16.	Hydraulic Press	10 Sets
17.	Granulate Machine	5 Sets
18.	500KVA TRANSFORMER	1Sets
19.	Truck of 2.5 Ton	2 Pcs
20.	Truck of 3 Ton	2 Pcs
21.	Truck of 5Ton	1 Pc
22.	Truck of 10Ton	1 Pc

**TICC/PP.10/042106/16**

**04/01/2013**

The Managing Director,  
M/S Tian Tang Group Tanzania Limited,  
P.O. Box 3766,  
**DAR ES SALAAM**

**RE: DUTY/VAT REMISSIONS ON THE CAPITAL/DEEMED  
CAPITAL GOODS OF CERTIFICATE OF INCENTIVES NO.  
042106**

We are writing in response to your letter of 20<sup>th</sup> November, 2012 regarding above captioned subject.

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

Please be guided accordingly

Yours sincerely

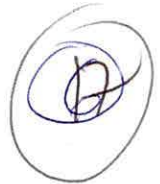
**TANZANIA INVESTMENT CENTRE**



Revocatus Arbogast

**FOR: EXECUTIVE DIRECTOR**

Tic



**TIAN TANG GROUP TANZANIA LIMITED**  
**PLOT NO. 23 & 25 BLOCK "D" KISEMVULE, MKURANGA DISTRICT**  
**TEL: 2184392, MOBILE: 0714 217615**  
**COAST REGION, TANZANIA.**

Received on  
14/3/13  
Mr  
TIAN TIC

THE EXECUTIVE DIRECTOR  
TANZANIA INVESTMENT CENTRE  
P.O. BOX 938  
DAR ES SALAAM  
12/3/2013

Dear Sir

RE: PROGRESS REPORT TIC CERTIFICATE NO. 042106

Please attached herewith find progress report on above TIC certificate, we hereby apologise for Not submitting the report in a timely manner as the principal director was in an overseas trip.

In this report detailed information are outlined including list of items so far exempted.

We hereby request your goodselves to further process our exemption on those capital goods.

Thanking you in anticipation

  
ALLY ATHMAN SEKIZIO



18

**TICC/PP.10/042106/18**

**28/03/2013**

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

Dear Sir,

**RE: DUTY/ VAT REMISSIONS ON CAPITAL/ DEEMED CAPITAL  
GOODS – CERTIFICATE OF INCENTIVES No: 042106**

**M/S Tian Tang Group Tanzania Limited** is a TIC registered company with certificate of incentives **No. 042106** which is valid up to **August 2014**

The company has been registered with objectives of establishing and operating a plant for manufacturing high quality building materials.

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

Yours sincerely

**TANZANIA INVESTMENT CENTRE**



N.A. Senzia

**FOR: EXECUTIVE DIRECTOR**

19

**TICC/PP.10/042106/19**

**17/05/2013**

Kamishna Msaidizi wa Ardhi,  
Kanda ya Mashariki,  
S.L.P.9230  
**DAR-ES-SALAAM**

**YAH: KUSAINI HATI YA SHAMBA 23 & 25 KITALU 'D' KISEMVULE  
MKURANGA**

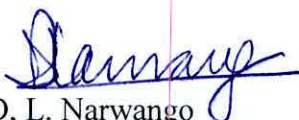
Tafadhali husika na somo tajwa hapo juu,

Pamoja na barua hii, naambatisha Hati (nakala mbili ) kuhusiana na shamba tajwa hapo juu.

Shamba hili lilitangazwa kuwa la uwekezaji kwenye gazeti la Serikali katika Taarifa ya Kawaida Na. 966 tarehe 28/9/2012, naleta kwako kwa ajili ya saini yako na usajili.

Nakutakia kazi njema,

**KITUO CHA UWEKEZAJI TANZANIA**



D, L. Narwango

**Kny: MKURUGENZI MTENDAJI**

20

**TIANTANG GROUP TANZANIA LIMITED**

Plot No.23&25 Block "D"Kisenvule,Mkulanga District Coast Region Tanzania

COMMISSIONER FOR CUSTOMS AND EXCISE

TANZANIA REVENUE AUTHORITY

DAR-ES-SALAAM

DATE:07-MAY-2013

Dear Sir



Received on  
10/5/13

Mr  
Tiantang

**Re:DUTY/VAT EXEMPTION ON CAPITAL GOODS CERTIFICATE OF INCENTIVES NO.042106**

Refer to the heading above ,we are request your good officer for approve the supplement for our machineries as the listing what we submit this time.

Thank you for you cooperation

Yours Sincerely





THE UNITED REPUBLIC OF TANZANIA

00219210

Signature: [Signature]  
Date: 19/9/2012  
Port Executive Director  
Tanzania Investment Centre

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: ..... 042106 .....

## This is to certify that

.....  
TIAN TANG GROUP TANZANIA LIMITED  
.....

of address .....  
P.O. BOX 3766

DAR ES SALAAM

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

TIAN TANG GROUP TANZANIA LIMITED

Which is located at .....  
KISEMVULE, MKURANGA

COAST (PWANI)

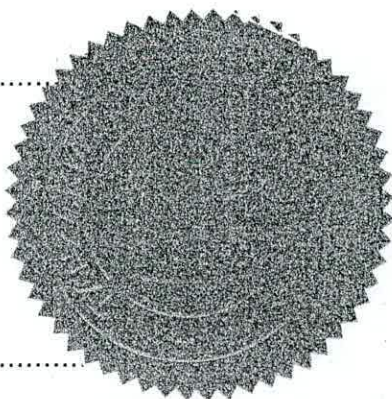
Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

.....  
[Signature]

Ag. Executive Director

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

Dated ..... 20TH SEPTEMBER 2011 .....



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 (%)
Zhang Zhi Gang	Chinese	80
Li Bin	Chinese	20
.....	.....	.....
.....	.....	.....
  
2. Proposed Activities : To establish a plant for Manufacturing high quality building materials
  
3. Sector: Manufacturing Subsector Building Material
  
4. Investment cost: Foreign USD 3m. Local - Total USD 3m.
  
5. Project Financing:
 

Equity.....	<u>USD 3m.</u>	Loans.....	<u>-</u>	Total.....	<u>USD 3m.</u>
-------------	----------------	------------	----------	------------	----------------
  
6. Source, terms and conditions of loan.....
  
7. Assets to be invested:
 

	Foreign	Local	Total
Capital items:	<u>USD 3m.</u>	<u>-</u>	<u>USD 3m.</u>
  
8. Technology Agreement ..... None
  
9. Date of TIC Registration: ..... 20th September 2012
  
10. Implementation period ..... September 2011 - August 2014
  
11. Operative date..... September 2014
  
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 are not allowed under this Certificate

Signed .....   
Ag. Executive Director

CTIN.: 1008714

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**

JIAN TANG GROUP TANZANIA LIMITED

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

118-508-572

with effect from 25-09-2012



P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

# TIANTANG GROUP TANZANIA LIMITED

Plot NO.23&25,Block "D",Kisemvule,Mkulanga District Coast Region Tanzania

NO.	ITEM NAME	QTY
1	STEEL STRUCTURE AND ACCESSORY	7000 m <sup>2</sup> (395TONS)
2	COLOR STEEL COMPOSITE BOARD FOR ROOFING	7000 m <sup>2</sup>



# TIANTANG GROUP TANZANIA LIMITED

Plot NO.23&25,Block "D",Kisenvule,Mkulunga District Coast Region Tanzania

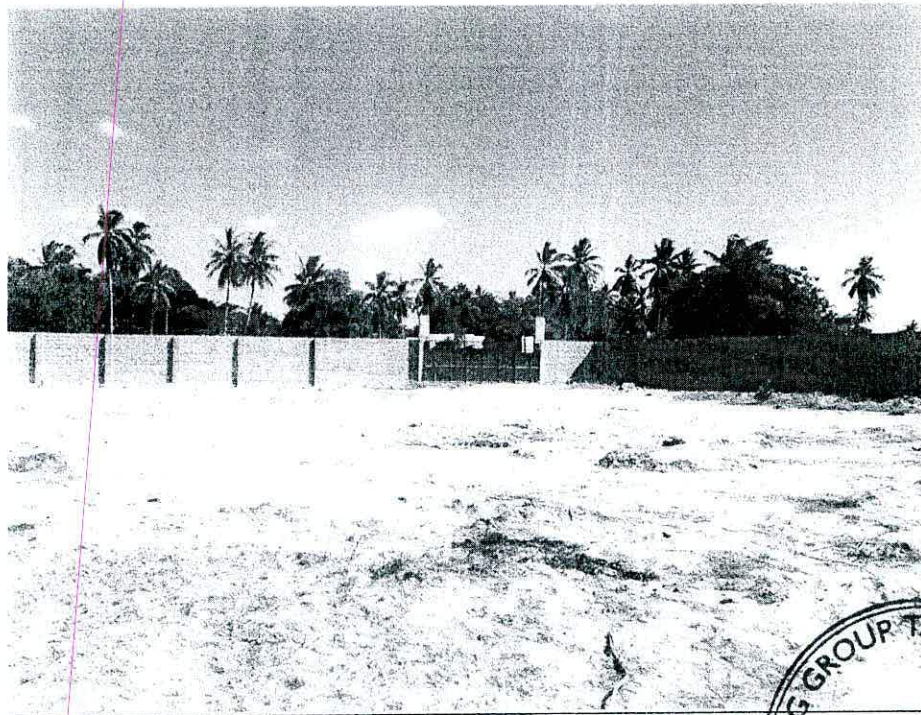
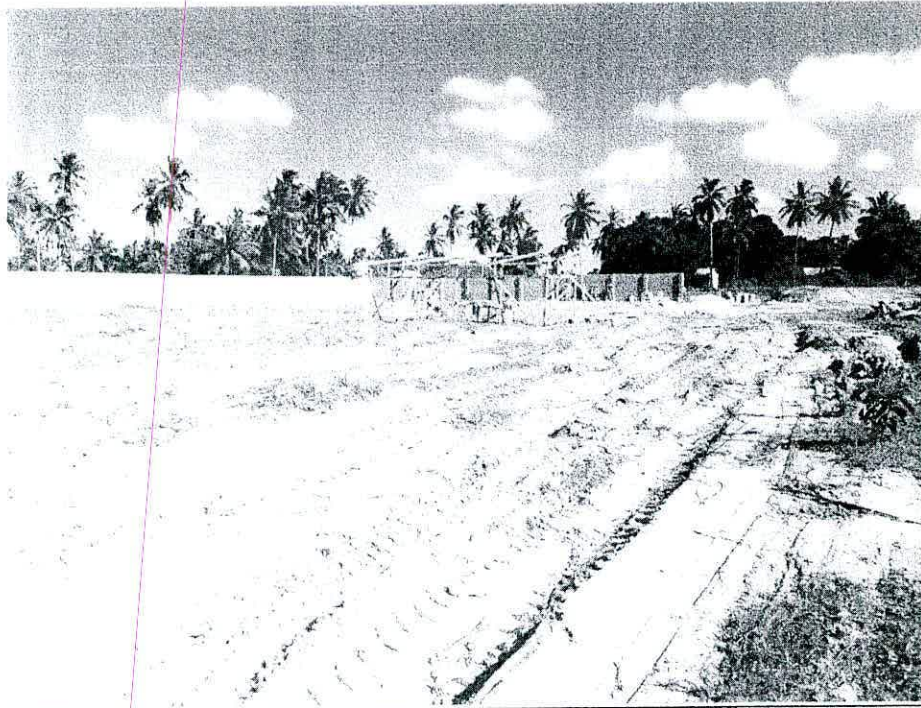
NO.	ITEM NAME	QTY
23	Injection Molding Machine	20Sets
24	Injection Mould	100Sets
25	Cooling Column	2Sets



# TIAN TANG GROUP TANZANIA LTD

PLOT NO.23&25 BLOCK "D" KISEMVULE MKURANGA DISTRICT

## 1.MKURANGA FACTORY



# TIAN TANG GROUP TANZANIA LTD

PLOT NO.23&25 BLOCK "D" KISEMVULE MKURANGA DISTRICT

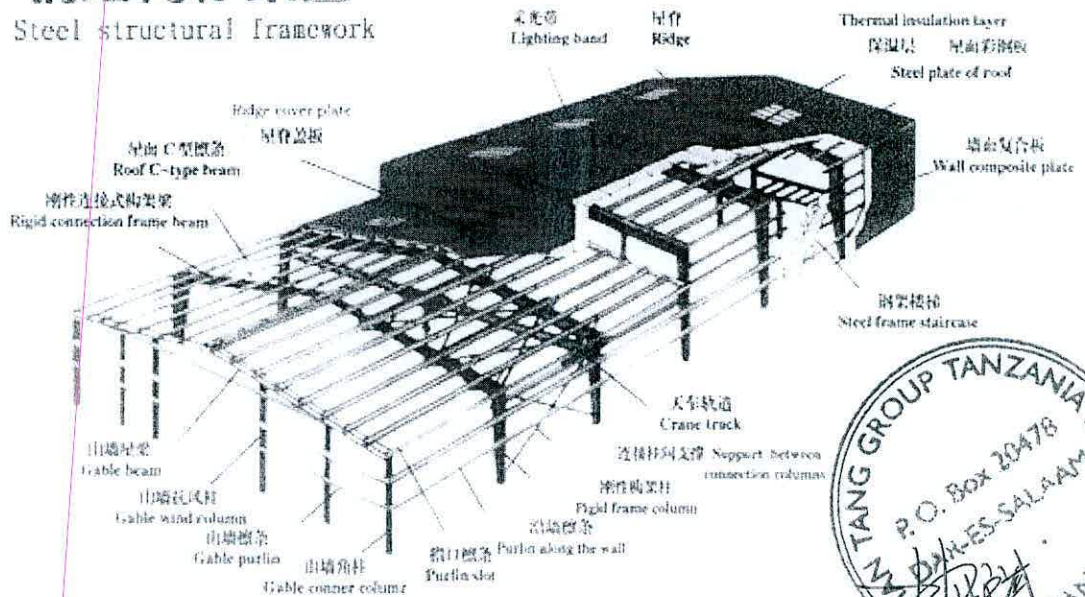
## 2.FOUNDATION



## 3.STEEL STRUCTURAL FRAMEWORK WHAT WE APPLICATION FOR TAX EXEMPTION AS STEEL STRUCTURE AND ACCESSORY

### 钢结构框架图

Steel structural framework



# TIAN TANG GROUP TANZANIA LTD

PLOT NO.23&25 BLOCK "D" KISEMVULE MKURANGA DISTRICT

## 4.COLOR STEEL COMPOSITE BOARD FOR ROOFING

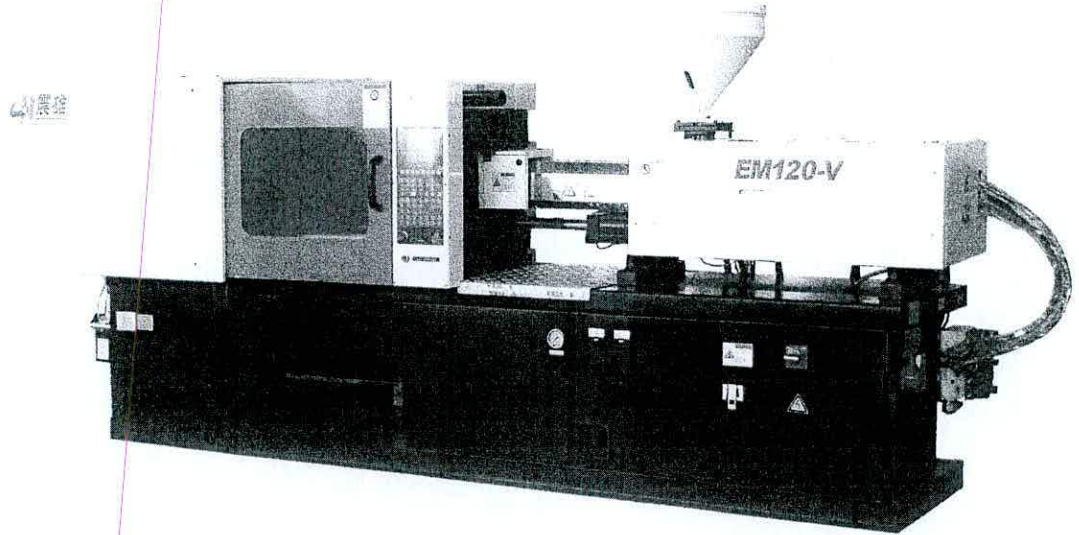


*[Handwritten signature]*

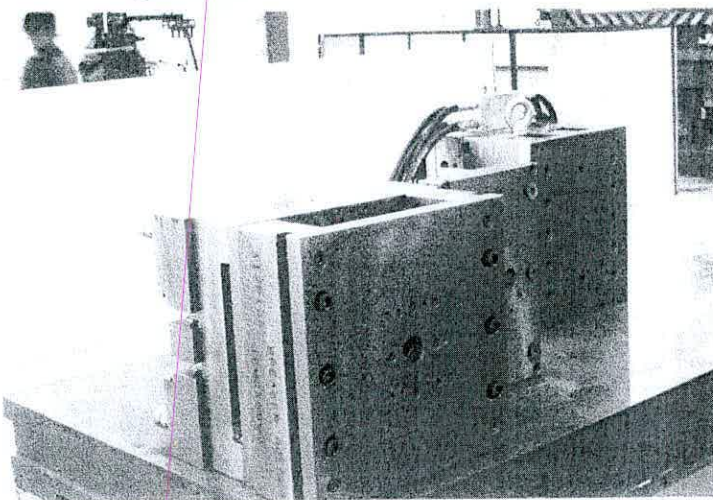
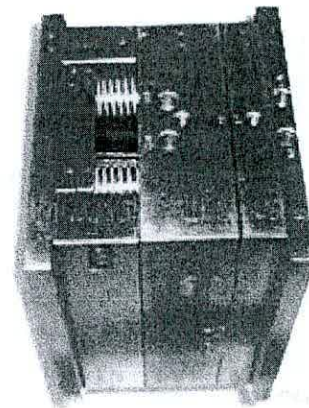
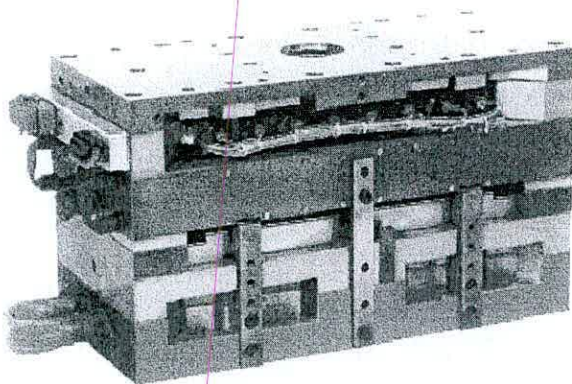
# TIAN TANG GROUP TANZANIA LTD

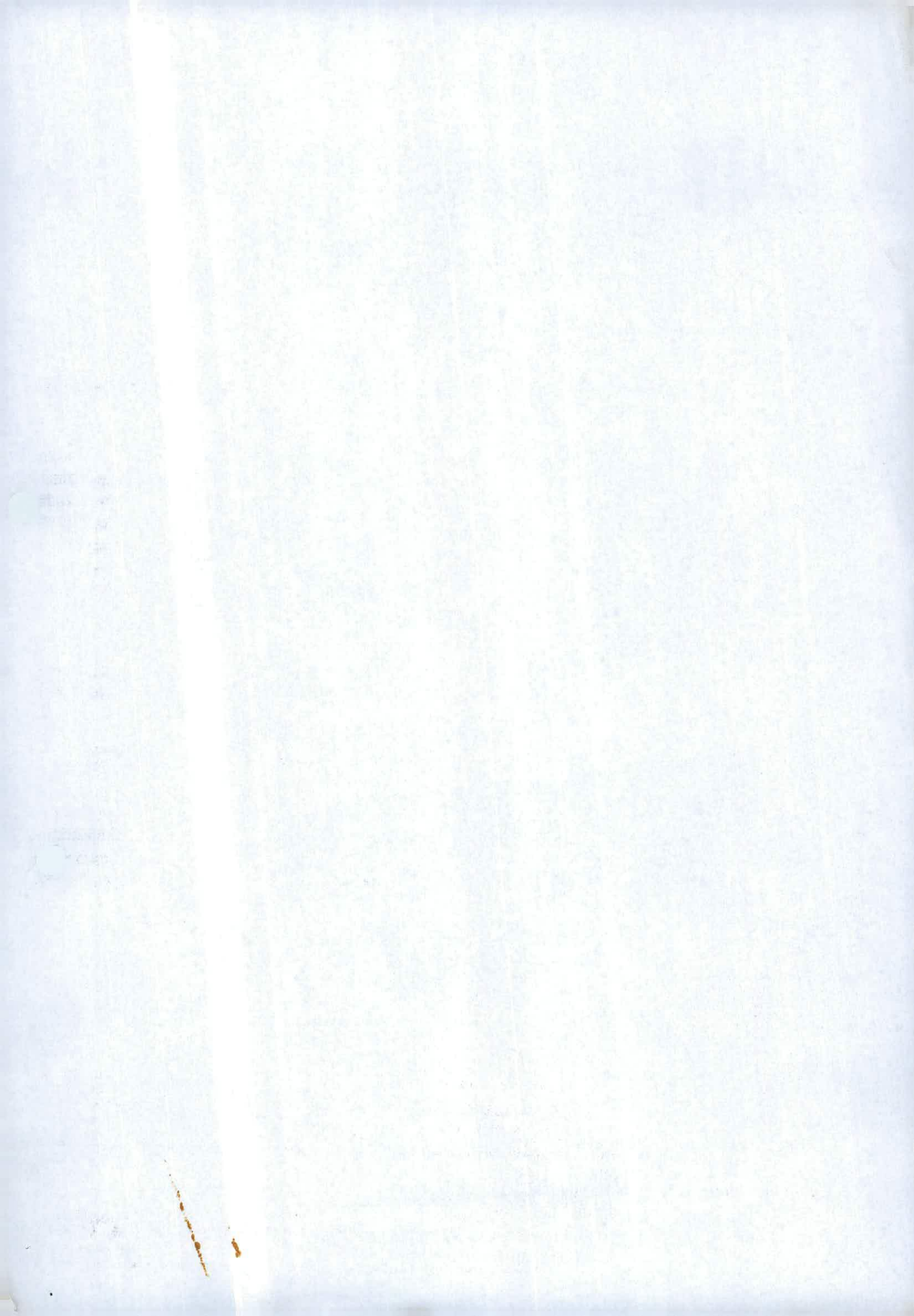
PLOT NO.23&25 BLOCK "D" KISEMVULE MKURANGA DISTRICT

## 1. INJECTION MOLDING MACHINE



## 2. MOULD FOR INJECTION MOLDING MACHINE





Shipper  
DONGGUAN TEXTILES IMP&EXP CO., LTD.  
OF GUANGDONG

Booking Ref: SHKUDAR1300275Z  
B/L No. : SHKUDAR1300275Z



**PACIFIC INTERNATIONAL LINES (PTE) LTD**  
(Incorporated in Singapore)  
Co. Reg. No. 196700080N

**PORT-TO-PORT OR COMBINED TRANSPORT BILL OF LADING**

Consignee  
TIANTANG GROUP TANZANIA LIMITD  
ADD: PLOT NO. 23&25, BLOCK "D"  
KISEMVULE, MKURANGA DISTRICT COAST  
REGION TANZANIA

Received in apparent good order and condition except as otherwise noted the total number of packages or units enumerated below for transportation from the Port of Loading (or the Place of Receipt if mentioned below) to the Port of Discharge (or the Place of Delivery if mentioned below) subject to all the terms and conditions hereof, including the terms and conditions on the reverse hereof. One of the signed original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery order. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all the terms and conditions hereof, including the terms and conditions on the reverse hereof, and the rights and liabilities arising in accordance with the terms and conditions hereof shall (without prejudice to any rule of common law or statute rendering them binding on the Merchant) become binding in all respects between the Carrier and the Merchant as though the contract evidenced hereby and had been made between them.

Notify Party  
SAME AS CONSIGNEE

Vessel and Voyage Number NILAM NLM045	Port of Loading SHEKOU, CHINA	Port of Discharge DAR ES SALAAM
Place of Receipt SHEKOU, CHINA CY	Place of Delivery DAR ES SALAAM CY	Number of Original Bs/L THREE (3)

**PARTICULARS AS DECLARED BY SHIPPER - CARRIER NOT RESPONSIBLE**

Container Nos/Seal Nos. Marks and/Numbers	No. of Container / Packages / Description of Goods	Gross Weight (Kilos)	Measurement (cu - metres)
	1X 40GP CONTAINER SAID TO CONTAIN	14640	29.6
PCIU4600744 (CY/CY) SEAL: R537186	2 PACKAGES	14640	29.6
	3X 40GP CONTAINERS SAID TO CONTAIN	37240	81
PCIU4582975 (CY/CY) SEAL: P577043	14 PACKAGES	11230	29.5
PCIU4496521 (CY/CY) SEAL: R537188	2 PACKAGES	13800	16
PCIU4641595 (CY/CY) SEAL: R537185	65 PACKAGES	12210	35.5
N/M	83 PACKAGES OF STEEL STRUCTURE AND ACCESSORY		

FREIGHT & CHARGES	Number of Containers/Packages (in words)

20

# TIANTANG GROUP TANZANIA LIMITED

PLOT NO.23&25,BLOCK "D",KISEMVULE,MKURANGA DISTRICT

COAST REGION TANZANIA

22-Nov-2013

**EXECUTIVE DIRECTOR  
TANZANIA INVESTMENT CENTRE  
P.O.BOX 938  
DAR-ES-SALAAM**

**RE:APPLICATION FOR ADDING PLOT NO23&25. ON OUR CERTIFICATE OF INCENTIVES**

**BLOCK "D"**

Please refer to the above captioned subject. M/s TIANTANG GROUP TANZANIA LIMITED is the TIC registered manufacturing company and issued with certificate of incentives NO.042106 of 20-11-2011.

Now,we are on processing of the land title for our industry,and the officer from ministry of land ask for the exactly location what be showed on our certificate of incentives which is not include the plot no. as PLOT NO.23&25 . Therefore we are requesting your good office to facilitate and issued the PLOT NO.on our certificate of incentives .

Thank you.

Your sincerely



LI BIN



RECEIVED  
5 2 NOV 2013



ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ ԲԱՆՈՒՄ ԵՎ ԿԱՐԳԱՅԻՆ ԿՈՏԻՆԻՍՏԱՆԻ ԿՐԹԱՆՈՒԹՅԱՆ ԿՈՄԻՏԵ

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THE UNITED REPUBLIC OF TANZANIA

00219210

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: ..... 042106 .....

**This is to certify that**

.....  
TIAN TANG GROUP TANZANIA LIMITED  
.....

of address .....  
P.O. BOX 3766  
.....

DAR ES SALAAM  
.....

has been granted a Certificate of Incentives to invest in a new, ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXX~~ enterprise known as

.....  
TIAN TANG GROUP TANZANIA LIMITED  
.....

Which is located at .....  
KISEMVULE, MKURANGA  
.....

COAST (PWANI)  
.....

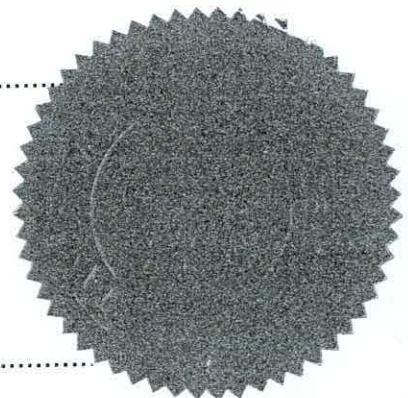
Further particulars required by Section 17 of the Tanzania Investment Act are set out overleaf.

.....  


Ag. Executive Director

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

Dated ..... 20TH SEPTEMBER 2011 .....



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 (%)
Zhang Zhi Gang	Chinese	80
Li Bin	Chinese	20

2. Proposed Activities: To establish a plant for Manufacturing high quality building materials

4. Investment cost: Foreign USD 3m. Local - Total USD 3m.

5. Project Financing: Equity USD 3m. Loans - Total USD 3m.

6. Source, terms and conditions of loan

7. Assets to be invested:

Capital items:	Foreign	Local	Total
	<u>USD 3m.</u>	<u>-</u>	<u>USD 3m.</u>

8. Technology Agreement None

9. Date of TIC Registration: 20th September 2012

10. Implementation period September 2011 - August 2014

11. Operative date September 2014

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 are not allowed under this Certificate

Signed  Ag. Executive Director







**TICC/PP.10/042106/21**

**21/05/2013**

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

Dear Sir,

**RE: DUTY/ VAT REMISSIONS ON CAPITAL/ DEEMED CAPITAL  
GOODS – CERTIFICATE OF INCENTIVES No: 042106**

**M/S Tian Tang Group Tanzania Limited** is a TIC registered company with certificate of incentives **No. 042106** which is valid up to **August 2014**

The company has been registered with objectives of establishing and operating a plant for manufacturing high quality building materials.

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

Yours sincerely

**TANZANIA INVESTMENT CENTRE**

  
N.A. Senzia

**FOR: EXECUTIVE DIRECTOR**



## TANZANIA INVESTMENT CENTRE

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

RECEIPT REC013597

No. 007544

Received from : TIAN TANG GROUP TANZANIA LTD

Address P.O. Box 20478, Dar Es Salaam

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

Being payment in respect of: CERTIFICATE OF INCENTIVES

Amount : USD 1,000.00

Cash / Cheque No: 000011 of 21.11

Date : 25-Nov-2013

Buisso

Receiving Officer

Our Ref: BOA/SME/15/14

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



28<sup>th</sup> May, 2014

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22  
Lo  
Plse Lebus  
Juvon  
DIF  
18/06/2014

Dear Madam,

**RE: REFERENCE LETTER TIAN TANG GROUP (T) LTD.,**

Kindly refer to the above topic.

This is to confirm that we are currently processing a loan in favor of TIAN TANG GROUP (T) LTD who is one of our corporate clients operating a current account with us to our satisfaction. One of the conditions precedent for the approval of the loan is for the creation of a charge in the form of a mortgage over that factory located on Plot No. 23 & 25, Block' D', at Kisenvule Area, Mkuranga District with C.T. No. 125664, L.O No. 456904.

Tian Tang Group (T) Limited is occupying the said property under a lease with your good Centre under a Derivative Right made and entered into on the 6<sup>th</sup> of January 2014. We are aware of the condition under Clause 6 of the agreement for our customer to seek for approval before a charge can be made on the lease.

It is with the above that we confirm that we are processing the loan application for Tian Tang Group (T) Limited and intend to use the lease as security subject to your approval.

This information is given in strict confidence without any liability or responsibility of either the bank or any of its officials and should not be considered as a guarantee.

Yours Sincerely,  
**BANK OF AFRICA TANZANIA LIMITED**

**Solomon Ewallah  
Manager, Credit Analysis**

**Litty Kisuda  
Head, Retail Banking**

CC.  
Managing Director  
Tian Tang Group (T) Ltd  
P.O Box 3766  
Dar es Salaam

20

TICC/PP.10/042106/20

21<sup>st</sup> July, 2014

Bank of Africa,  
NDC Development House, Ohio Street/Kivukoni Front,  
P.O. Box 3054,  
**DAR ES SALAAM**

**CONSENT TO MORTGAGE PLOT NO. 23 & 25 KISEMVULE AREA  
MKURANGA DISTRICT**

This is a response to your letter Ref. BOA/SME/15/14 dated 28<sup>th</sup> May, 2014 bearing the above subject matter.

As per our records, we do recognize the said sub-title as a duly registered document. We are the registered holders of the main title No.125664, Plot No. 23 & 25 Block "D" at Kisemvule Mkuranga.

Section 25(1) of the Tanzania Investment Act [Cap 38 R.E. 2002) allows foreign investors to obtain credit from domestic banks in relation to the business enterprise they operate. Section 112 of the Land Act, 1999 allows holders of Right of Occupancy to mortgage the same, among other rights.

TIC consent to the mortgaging, if the purpose of the loan is to develop the same project that was registered at TIC as per Certificate of Incentives. TIC understands that the project by Tian Tang Group Tanzania Limited for which a Certificate of Incentives No. 042106 was issued would be partially financed by a loan.

In case of default by Tian Tang Group Tanzania Limited section 115(1) of the Land Act provides for the right of Lender to exercise a right of sale subject to the legal principle that the buyer, if he/she is a foreigner, shall continue to use the land for investment purposes through Tanzania Investment Centre also shall be required to observe the provisions of the Land Act, Cap. 113.

Kind regards

  
Nakuala Senzia

**FOR: EXECUTIVE DIRECTOR**

# TIAN TANG GROUP TANZANIA LIMITED

24

Ref. No: TTGT/TIC/2014/1

Date: 21<sup>st</sup> October 2014

Executive Director,  
Tanzania Investment Center,  
P.O.BOX 938,  
Dar es Salaam.



**RE: APPLICATION FOR EXTENSION /RENEWAL OF CERTIFICATE  
OF INCENTIVE No: 042106 OF 20<sup>th</sup> SEPTEMBER, 2011**

The Board of Directors of Tian Tang Group Tanzania Limited, are applying for the renewal of the certificate of incentives Number 042106 which its implementation period expired on 31<sup>st</sup> July 2014 and we still need more time to complete the project as planned earlier.

The project is geared to provide affordable high quality building material in Tanzania and neighboring countries. The project is located on plot no. 23 & 25, Block 'D', Kisemvule Area, Mkuranga District, and Coastal Region.

As you can view our progress report attached hereunder, the project is on final completion, the importation of equipments and utility motor vehicles and all of these materials were approved earlier by Tanzania Revenue Authority.

It is against the above background that we hereby submit our application for request extension of project implementation for further **1 year** to enable us complete the project smoothly. Attached herewith please find a progress report.

Thanking you for continuing support

Yours sincerely,

  
Li Bin,  
DIRECTOR,  
TIAN TANG GROUP TANZANIA LIMITED.

**TIAN TANG GROUP TANZANIA LIMITED**

**PROJECT PROGRESS REPORT**

**SUBMITTED TO TANZANIA INVESTMENT CENTRE**

**OCTOBER, 2014**

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5.0	MAJOR PROBLEMS .....	4
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1.0 INTRODUCTION

TIAN TANG GROUP TANZANIA LIMITED is a new venture which the firm wishes to venture into the production materials for the up market residential housing commercial and industrial complexes.

#### **PROJECT SPONSOR**

The promoters of the project are Chinese by nationality.

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

ZHANG ZHI GANG 80%

LI BIN 20%

#### **LOCATION**

The project will be located at Kisemvule Village, Mkuranga District-Coastal Region. The location is well served by all the necessary infrastructure and environment requirements and well suited to the nature of the visualize project.

The core business or the object clause remains mainly "To establish and operate a cargo transportation project.

#### **2.0 PLANNED ACTIVITIES FOR THE PERIOD**

During the period, the company planned to invest and undertake the following activities.

##### **Proposal activities included:**

- Building/Construction of a production unit, office blocks and garage for services of trucks and parking has been completed.
- Acquisition of Land and get derivative title under TIC lease.
- Acquisition of modern equipments;
- As part of implementing the project, a reasonable labor force to be recruited;
- To seek additional source of funds from the bank( **BOA BANK**) in order to fulfill our project missions and objectives;
- Procuring of other necessary equipment in supporting the implementation of the project.
- To bring the new International Brand of production machinery facilities.

#### **3.0 Achievements made towards Implementation**

During the period of implementation, a number of the above activities were implemented as follows:-

- 3.1 Employment, during implementation period, the company provided cumulative employment to local Tanzanians of the total of 40 people most of them are from the vicinity of Mkuranga.
- 3.2 As phase one of constructing a production unit and office block has been completed and now moving to phase two which is the ware house construction.
- 3.3 Managed to purchase haulage trucks 5 pulling trucks with purpose of distribution our product to the market.
- 3.4 Few other types of equipment were purchased like generators, pressure and water pumps, wheeling balancing machines and advanced tool kits.

**PLEASE FIND THE ATTACHED PICTURE IN THE APPENDEX OF THE STATUS UP TO DATE.**

#### **4.0 Financial Expenditure**

The project planned to make further investments in order to have the project up and running at the capex of 1.5 billion Tshs from the initial refer the summarized table below:

TOTAL COST OF THE PROJECT		1,534,500,000/=
Land & Buildings		<b>180,000,000</b>
Equipment & Machine		<b>300,000,000</b>
Motor Vehicles		<b>500,000,000</b>
others		<b>100,000,000</b>
Initial capital		<b>80,000,000</b>
<b>Total</b>		<b>1, 500,000,000</b>

## 5.0 MAJOR PROBLEMS

Although no serious problems have been faced with the implementation of the project we have encountered several niggling issues which may be looked at. Some of them are mentioned below:-

### 5.3 Flexibility of TRA

The TRA needs to be flexible with the item description.

The TIC exemption list procedures could be simplified so as to entertain changes in the items rather than the whole list needing to be changed every time.

## 6.0 PLANNED ACTIVITIES FOR THE COMING PERIOD

The development focus on increasing more capital and invest more on modern trucks on so doing the project capital and strengthening of its present capacity and activities to meet international standards.

Raw materials, covering colored steel coils, galvanized coils and wire to nail coils will be imported from either China or India.

Cement and sand will be sourced locally. It is anticipated that the procurement prices will remain relatively stable.

## 7.0 PROJECTED EXPENDITURE FOR THE COMING PERIOD

The company activities has been financed by both equities, own sources of funds and from bank loans particularly from recently approved of our mortgage from Bank Of Africa( BOA BANK).

The directors of **Tian Tang Group Tanzania Limited** have resolved to apply for extension of the implementation period for a further 12 months to allow work on finishing and installation works. Things like importation of furniture, equipment including lift machine, electronic locking system, machinery and standby generator of 500kva capacity and utility motor vehicles for the project.

All of these materials had already been approved by the Commission of Customs and Excise duty as indicated in approved import list.

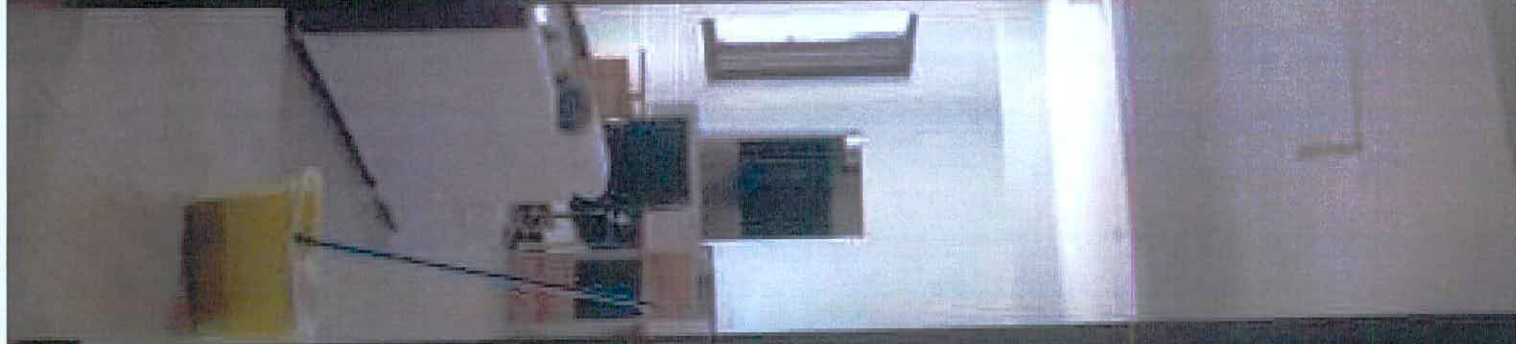
#### **8.0 RECOMMENDATION**

We management of **Tian Tang Group Tanzania Limited**, would like TIC and entire staffs who involved in enable us start implementation of the project successfully from September 2011. We further request your good office to approve our application for extension of implementation period for at least 12 months. Once the project will be accomplish in the next 7 months to come, it will be bring direct and indirect employments in total of 170 people and therefore increase for beyond the growth of the economy. within the Region of Coastal region.

Yours Sincerely

  
LIBIN  
Director  
**TIAN TANG GROUP TANZANIA LIMITED.**

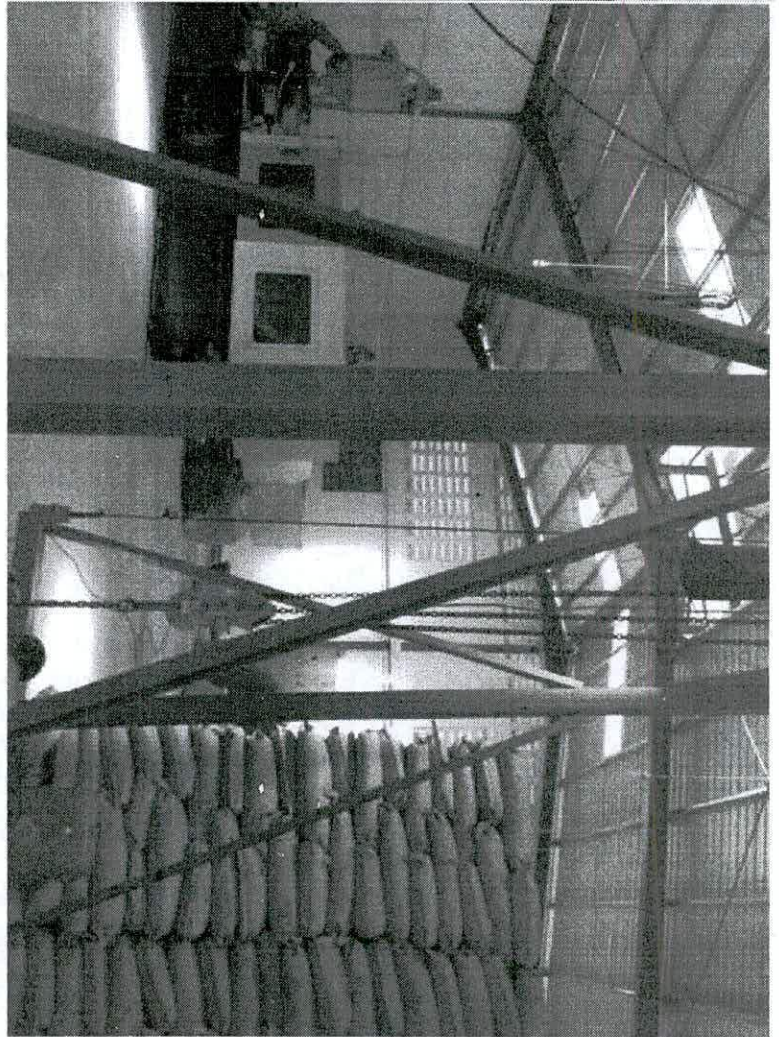
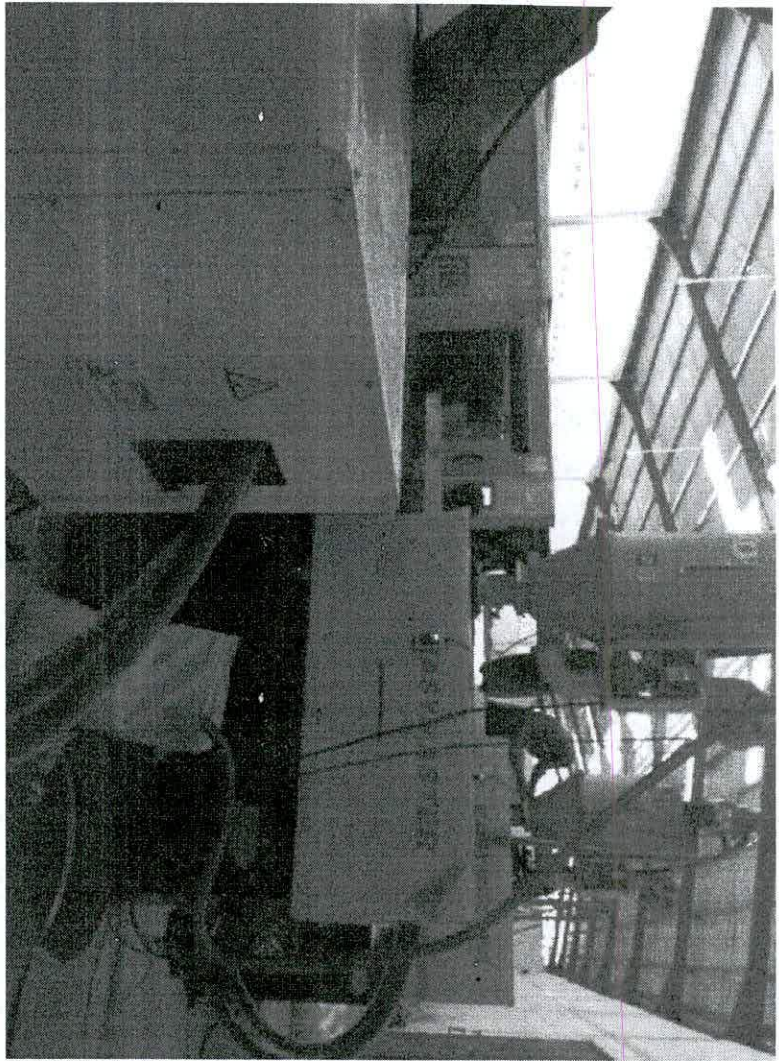


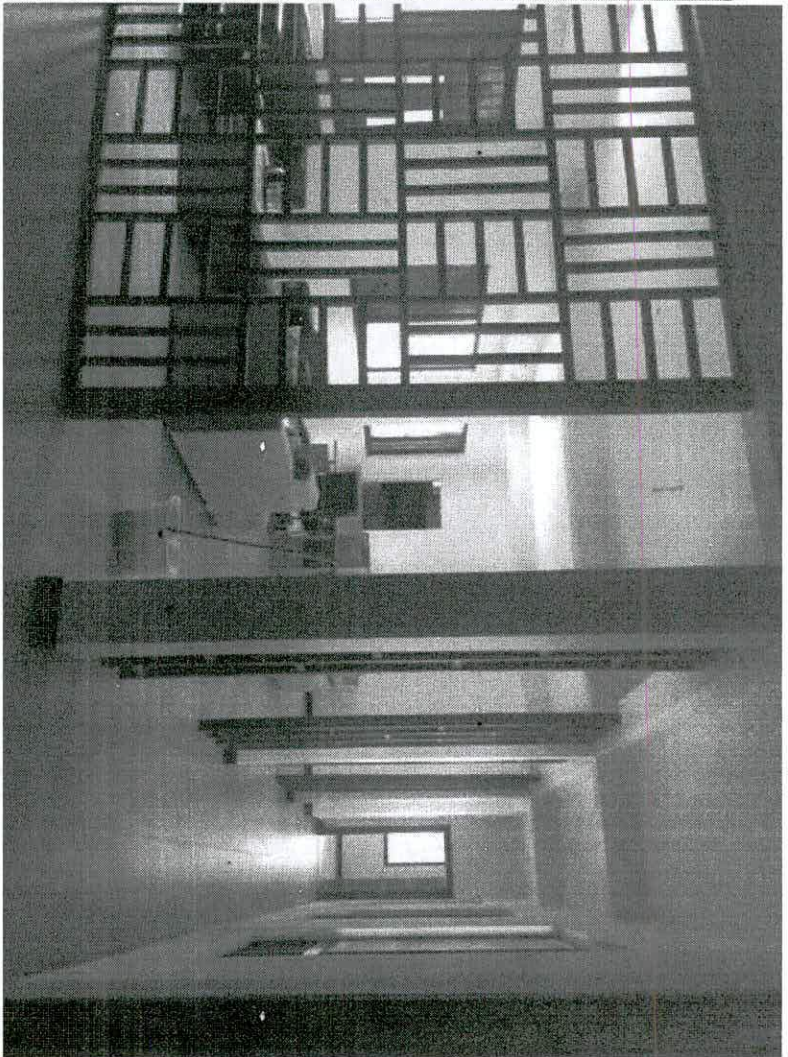












Unclaimed refund beyond three years will be forfeited



## TANZANIA INVESTMENT CENTRE

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

RECEIPT

No. 011146

Received from : TIAN TANG GROUP TANZANIA LTD

Address P.O. Box 20478, Dar Es Salaam

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



Being payment in respect of: CERTIFICATE OF INCENTIVES

Amount USD 1,000.00

Cash / Cheque No: D/Deposit 23/10

Date : 24-Oct-2014

B. Uisso

Receiving Officer

22

## PROJECT FOR EXTENSION OF IMPLEMENTATION PERIOD

Name of the Project: TIAN TANG GROUP TANZANIA  
LTD

---

Project Description: Certificate No: 042106

To establish plant for manufacturing high quality building materials

---

Approval Date: 20<sup>th</sup> September 2011

Implementation Period Expiry: September 2011 – August 2014

---

Number of Previous Extensions: ONE

---

Reasons for this Extension:

To accomplish the implementation of the project


---

Recommendations:

I recommend the project implementation period be extended for one year

---

Decision:

Approved  
  
AG EXD  
25/10/2014

**PLOT No. 23 & 25 KISEMVULE AREA MKURANGA DISTRICT**

**BRIEF PROJECT VISIT REPORT CONDUCTED ON 20<sup>TH</sup> JUNE, 2014  
IN RESPECT OF M/S TIAN TANG GROUP (T) LIMITED**

**1. 0 INTRODUCTION**

**TIAN TANG GROUP (T) LTD** of P.O. Box 3766 COAST REGION was incorporated in Tanzania on 09/08/2011 and it was issued with a Certificate of Incorporation No. 85026. The company applied for and was issued TIC Certificate of Incentives No. 042106 on 20/09/2011 for the purpose of establishing modern manufacturing plants for high quality building materials, home plastic products and bags.

Furthermore, the company was issued with a 97 years Derivative Right and Leasehold Title thereto, a term of which started on 01/10/2013.

The company is now seeking to raise finance by securing a loan from Bank of Africa Tanzania, using the said land and developments thereon as collateral.

Therefore, upon request by the investor Bank of Africa has written letter with Ref. No. BOA/SME/15/14 dated 28/05/2014 to TIC seeking consent to mortgage the facility (factory) constructed by the investor on the leased land (i.e. Plots No. 23 and 25) in conformity to Clause No. 6 of the Leasehold Agreement.

The investor has argued in support of the loan application basing on the following reasons:

- To enhance the pace of development of plots under phase two of the implementation plan (within 3 years)
- To enable the company to invoke the use of new technology
- To enable the company to construct a two storeys building for further expansion of its activities; whereby with the increased productive capacity there shall be more than 200 employment opportunities as compared to about 50 available currently,
- To increase generation of foreign currency through exportation of finished goods.

**2.0 PROJECT VISIT OBJECTIVE**

This site visit was made in response to the request by the BOA through the said letter under F. 22. Therefore, the site visit was conducted with intent to verify whether Tian Tang Group (T) LTD qualifies for mortgaging the factory which is build on respective the land with derivative right as it is indicated in the Valuation report accompanied in the bank letter under F. 22.

**3.0 PRESENT**

- i. Ildefonce L. Ndemela - TIC
- ii. Patrick E. Chove - TIC
- iii. Li Bin – Managing Director - Tian Tang Group (T) LTD

- iv. Abubakar Kesy - Driver - Tian Tang Group (T) LTD
- v. Workers/labourers - Tian Tang Group (T) LTD

#### **4.0 ASPECTS TAKEN INTO ACCOUNT**

During the physical Verification visit the following aspects as stipulated in the Lease Agreement (Derivative Right) and valuation report were taken into consideration:

- i) Adherent to the use conditions of the industrial land
- ii) Payment of annual Land Rent and facilitation fees thereof
- iii) Development status of the 2 plots
- iv) General observation

#### **5.0 FINDINGS/FIELD OBSERVATION**

Through site inspection and some enquiries made to the Managing Director and industrial workers/labourers the team managed to collect and ascertain the following information in relation to the above aspects:

##### **5.1 On adherent to the use conditions of the industrial land**

The use of the land as per the Leasehold Agreement/Certificate of incentives, as also reflected in the business plan of the company is **Special industries**. It was observed that the investor has complied with this condition.

##### **5.2 On payment of annual Land Rent and facilitation fees thereof**

Tian Tang Group (T) LTD has been recently allocated the land. Therefore, payment of land rent, facilitation fee and other related fees were effected at the time of preparing the Certificate of Occupancy and Derivative Right. This means, that such payments were made up to 30/6/2014. Furthermore, the company has been advised to do the same on the coming years that is, starting from 1/7/2014.

##### **5.3 On development status of the Plots**

During the site visit the team physically observed and witnessed the following development that the investor has effected on the land:

- i) Buildings:
  - Two storeys office cum residential house (99% completed).
  - A very big factory cum warehouse for the production and storing finished products (i.e. modern bags and plastic items). These two facilities are 100% completed each.

- ii) Modern machinery and equipment installed as production lines in the factory that work in high speed and efficiently.
  
- iii) Capital injected and installation of machinery and equipment on the site, as detailed in the valuation report and physically witnessed in the site. (**See Annexure 1** - Valuation report for more details)

#### **5.4 On general observation**

The investor informed the visiting team that the existing developments mentioned hereinabove are from the company's equity and Italy contributions as company friends. Since the project is still under its implementation period fully investment not yet completed. However, taking into account the level of development of the leased land reached so far, it is estimated to more than 75% of the whole plan.

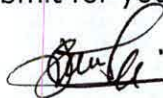
#### **5.4 Future plans of the investor**

- i) To construct another two storey building which will cover 800 square metres to be used as;
  - Factory
  - Show room for the finished products

#### **6.0 CONCLUSION & RECOMMENDATION**

Based on the current project's implementation status especially regarding the level of land development and huge potentiality of viability of future plans of the investor as highlighted above, we **recommend approval** the application of Tian Tang Group (T) LTD of mortgaging the factory on respective land derivative right, in order to secure the required bank loan. By so doing, the company will realize its investment targets.

We submit for your further guidance



.....  
Ildefonce L. Ndemela



.....  
Patrick E. Chove

DATE: 30/06/2014 .....



23

00221404

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACE/  
EXTENDS THE PREVIOUS ONE  
NO. 042106 ISSUED ON  
27/11/2013

AMENDMENT ON SECTION 10 & 11  
HAVE BEEN EFFECTED

No: 042106

## This is to certify that

TIAN TANG GROUP TANZANIA LIMITED

of address .....  
P.O. BOX 3766

DAR ES SALAAM

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

TIAN TANG GROUP TANZANIA LIMITED

Which is located at .....  
PLOT NO. 23 & 25 BLOCK D, KISEMVULE

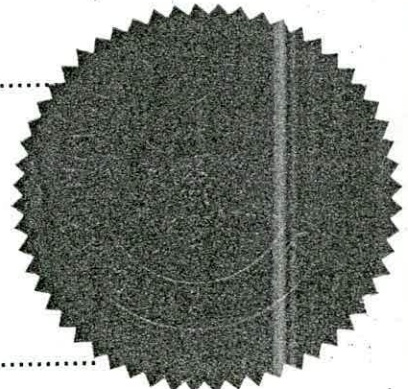
MKURANGA - COAST REGION

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

Executive Director

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

Dated ..... 30TH OCTOBER 2014



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
 

Zheng Zhi Gang	Nationality Chinese	Shareholding (%) 80
Li Bin	Chinese	20
2. Proposed Activities: To establish a plant for manufacturing high quality building materials
3. Sector: Manufacturing Subsector: Building Material
4. Investment cost: Foreign USD 3m. Local - Total USD 3m.
5. Project Financing: Equity USD 3m. Loans - Total USD 3m.
6. Source, terms and conditions of loan.....
7. Assets to be invested:
 

Capital items:	Foreign	Local	Total
	<u>USD 3m.</u>	<u>-</u>	<u>USD 3m.</u>
8. Technology Agreement ..... None
9. Date of TIC Registration: ..... 20th September 2011
10. Implementation period ..... September 2011 - August 2015
11. Operative date..... September 2015
12. Investment Incentive Grades: 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. Production of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
  - (i) Date of Commencement of investment has to be notified to the Centre.
  - (ii) Certificate not to be transferred, assigned or amended
  - (iii) Failure to commence implementation within two years invalidates Certificate
  - (iv) Failure to operate investment must be notified to the Centre
  - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate  
Finished goods are not allowed under this Certificate

Signed .....  
Executive Director

# MINUTE SHEET

24

DOKEZO  
No.

①

To: EXD (F23) (F22)

From: DIF

Date: 14<sup>th</sup> July 2014

Based on project visit report conducted on 20<sup>th</sup> June, 2014 with TIC Officers in respect of **M/S TIAN TANG GROUP (T) LIMITED** and the valuation report prepared for Bank of Africa (T) Limited on the same, has shown that the investor has invested so far Tshs. **3,417,000,000/-** excluding land value (which is **170,000,000/-**. The invested amount is **70%** of the total expected project financing equity of **\$ 3 million**. The project upon completion will employ more than 200 local personnel from the current 50 employees. The government will also collect levies from PAYES, Income Tax, VAT and Withholding tax from the activities of the company.

However, without interference of confidentiality **TIAN TANG GROUP (T) LIMITED** shall present all the correspondence about stated Loan to TIC for record observance.

In this case therefore, I recommend approval for the Company to mortgage the derivatives right in order to secure the Bank Loan for smooth implementation of the project.

  
I submit



(2)

LO  
P/se Draft a letter for EXD Signature as  
Per approval above

16/07/14

  
DIF

# MINUTE SHEET

DOKEZO  
No.



24

# TANZANIA REVENUE AUTHORITY

TRA/CE/C/P.20/08/3057

16<sup>th</sup> April, 2013

Managing Director,  
M/s Tian Tang Group  
Tanzania Ltd,  
P.O.Box 3766,  
**DAR ES SALAAM.**

**RE: DUTY/VAT EXEMPTION ON CAPITAL GOODS CERTIFICATE OF INCENTIVES NO.042106 OF 20<sup>th</sup> SEPTEMBER, 2011 AND TIN: 118508572**

We are writing in response to your letter dated 20<sup>th</sup> November, 2012, supported by the letter Ref. TICC/PP.10/042106/18 of 28<sup>th</sup> March, 2013 from Tanzania Investment Centre, regarding the captioned subject.

We hereby confirm and approve items as per single page-list herewith attached as capital goods for establishment and facilitation of your project with certificate of incentives mentioned above.

The approved goods will be subjected to 0% Import Duty and VAT relieved. Please complete VAT form 224 and submit for approval to the Commissioner for Domestic Revenue for local purchases and the Commissioner for Customs and Excise for importations.

..

Sincerely yours,

Said Athumani

**For: COMMISSIONER FOR CUSTOMS AND EXCISE.**

GF/

C: C: Manager – Customs Service Centre

C: C: Manager Tax Exemption,

C: C: Manager- TRA Coast Region,

✓ 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

# TIANTANG GROUP TANZANIA LIMITED

Plot No.23&25 Block "D"Kisemvule,Mkulanga District Coast Region Tanzania

NO.	ITEM NAME	QTY
1.	Gutter Roll Forming Machine	2 Sets
2.	Sandwich Pane Line	2 Sets
3.	Roll Forming Machine for Roof Pansl&Wall Panel	3 Sets
4.	Steel Roofline Rolling Forming Machine	3 Sets
5.	C/Z Purlin Forming Machine	2 Sets
6.	Pipe Extrusion Line	6 Sets
7.	①PVC Pipe Production Line	2 Sets
8.	②PP.PE Pipe Production Line	2 Sets
9.	③Plastic Single-Wall corrugated Extrusion Line	2 Sets
10.	Truck of 2 Ton	2 Pcs
11.	CCTC Camera	30 Sets
12.	<del>Sofa</del>	<del>2 Sets</del>
13.	<del>Office Table</del>	<del>20 Sets</del>
14.	<del>Chairs</del>	<del>50 Pcs</del>
15.	<del>Steel Structure for 7000 m<sup>2</sup></del>	<del>7000 m<sup>2</sup></del>
16.	Hydraulic Press	10 Sets
17.	Granulate Machine	5 Sets
18.	500KVA TRANSFORMER	1Sets
19.	Truck of 2.5 Ton	2 Pcs
20.	Truck of 3 Ton	2 Pcs
21.	<del>Truck of 5Ton</del>	<del>1 Pe</del>
22.	<del>Truck of 10Ton</del>	<del>1 Pe</del>



Approved



25

# TANZANIA REVENUE AUTHORITY

TRA/CE/C/P.20/08

27<sup>th</sup> May, 2013

Managing Director,  
Tian Tang Group Tanzania Limited,  
P.O.BOX 3766,  
**DAR ES SALAAM.**

**RE: DUTY /VAT EXMPTION ON CAPITAL/DEEMED CAPITAL GOODS-  
CERTIFICATE OF INCENTIVES NO. 042106 OF 20.09.2011  
TIN: 118-508-572**

We are writing in response to your letter dated 07<sup>th</sup> May, 2013 as supported by the letter TICC/PP.10/042106 of 21<sup>th</sup> May, 2013, from Tanzania Investment Centre, regarding the captioned subject.

We hereby approve and confirm items as per <sup>two</sup> a single page list herewith attached as capital/deemed capital goods for establishment and facilitation of your project with certificate of incentives mentioned above. Locally manufactured goods should be procured locally.

The approved goods will be exempted from Import Duty to the tune of 90% of the amount of Import Duty to which the goods would otherwise be liable and VAT relieved to the tune of 45% of the amount of VAT payable. Please complete VAT form 224 and submit the same for approval to the Commissioner for Domestic Revenue for local purchases and Commissioner for Customs and Excise for importations.

Sincerely yours,

Said Athumani

**For: COMMISSIONER FOR CUSTOMS AND EXCISE.**

NK/

C C: Manager Tax Exemption,  
C.C: Manager- TRA Pwani,  
✓ 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

# TIANTANG GROUP TANZANIA LIMITED

Plot NO.23&25,Block "D",Kisemvule,Mkulunga District Coast Region Tanzania

NO.	ITEM NAME	QTY
1	STEEL STRUCTURE AND ACCESSORY	7000 m <sup>2</sup> (395TONS)
2	COLOR STEEL COMPOSITE BOARD FOR ROOFING	7000 m <sup>2</sup>



*Approval*  
*[Signature]*



# TIANTANG GROUP TANZANIA LIMITED

Plot NO.23&25,Block "D",Kisemvule,Mkulunga District Coast Region Tanzania

NO.	ITEM NAME	QTY
23	Injection Molding Machine	20Sets
24	Injection Mould	100Sets
25	Cooling Column	2Sets



26

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

Tel: No. (255) 22 2116328 - 29  
Fax: (255 - 22)- 2118253  
E-mail:information@tic.go.tz  
Website:www.tic.go.tz  
In reply please quote:



Plot No. 9A & B  
Shabaan Robert Street  
P.O.Box 938  
11410 - DAR ES SALAAM

Ref: No: TIC/PP..10/042106

29<sup>th</sup> September, 2020

Managing Director,  
Heny Amas International Company Limited,  
P.O Box 11989,  
**COAST- REGION.**

**Ref: APPLICATION FOR CERTIFICATE OF INCENTIVES**

Kindly refer to the above heading and your letter dated 17<sup>th</sup> August, 2020,

2. Tanzania Investment Centre (TIC) wishes to inform you that after review of your application, it was noted that the land parcel on Plots No. 23 and 25 Block "D" Kisemvule, Mkuranga-Coast Region leased from M/S Tian Tang Group (T) Ltd belongs to TIC which has in turn leased it to M/S Tian Tang Group by way of Derivative Right.
3. Kindly note that prior leasing the Derivative Right to you, M/S Tian Tang Group TIC registered project is required to achieve at-least 60% percent of the investment cost as per approved business plan. Further, M/S Tian Tang Group is obliged to obtain a written consent from TIC and settle any outstanding land rent and 10% TIC facilitation fee prior leasing the land parcel to you.

Yours Sincerely,

Revocatus A. Rasheli

**For: EXECUTIVE DIRECTOR**

CC: M/S Tian Tang Group (T) Limited  
P.O Box 3766  
**DAR ES SALAAM**



00220461

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

THIS CERTIFICATE REPLACES  
THE PREVIOUS ONE NO.  
042106 ISSUED ON  
20/9/2011

AMENDMENT ON PROJECT LOCATIO  
HAS BEEN EFFECTED

No: 042106

## This is to certify that

TIAN TANG GROUP TANZANIA LIMITED

P.O. BOX 3766

of address

DAR ES SALAAM

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

TIAN TANG GROUP TANZANIA LIMITED

Which is located at

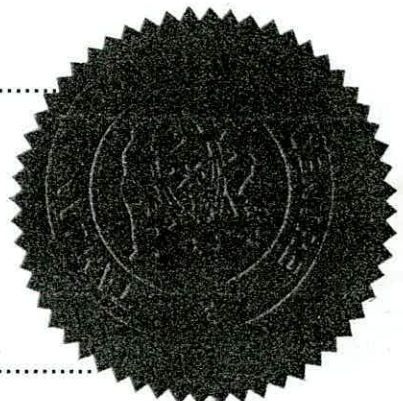
PLOT NO. 23 & 25 BLOCK D, KISEMVULE

MKURANGA - COAST REGION

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

Executive Director

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



Dated ... 27TH NOVEMBER 2013

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

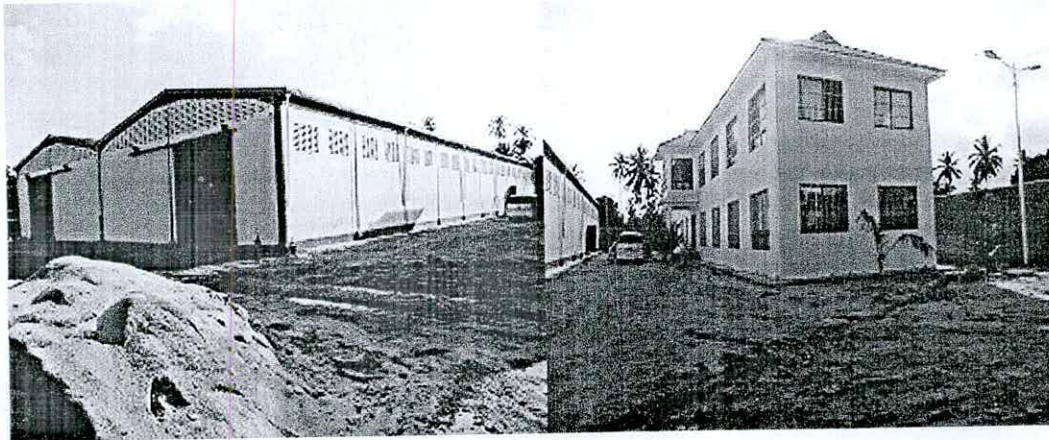
1. Shareholders
 

	Nationality	Shareholding (%)
<b>Zhang Zhi Gang</b>	<b>Chinese</b>	<b>80</b>
<b>Li Bin</b>	<b>Chinese</b>	<b>20</b>
  
2. Proposed Activities : **To establish a plant for Manufacturing high quality building materials**
  
3. Sector: **Manufacturing** Subsector **Building Material**
  
4. Investment cost: Foreign **USD 3m.** Local **-** Total **USD 3m.**
  
5. Project Financing: Equity **USD 3m.** Loans **-** Total **USD 3m.**
  
6. Source, terms and conditions of loan.....
  
7. Assets to be invested:
 

	Foreign	Local	Total
Capital items:	<b>USD 3m.</b>	<b>-</b>	<b>USD 3m.</b>
  
8. Technology Agreement ..... **None**
  
9. Date of TIC Registration: ..... **20th September 2011**
  
10. Implementation period ..... **September 2011 - August 2014**
  
11. Operative date..... **September 2014**
  
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997  
**And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
  - (i) Applicable Import Duty ..... **As per Income Tax act, 2004 (as amended)**
  - (ii) Applicable with-holding Tax ..... **As per Income Tax act, 2004 (as amended)**
  - (iii) Eligibility of Capital Allowances ..... **As per Income Tax act, 2004 (as amended)**
  
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
  
14. Conditions attached to this Certificate of Incentives
  - (i) Date of Commencement of investment has to be notified to the Centre.
  - (ii) Certificate not to be transferred, assigned or amended
  - (iii) Failure to commence implementation within two years invalidates Certificate
  - (iv) Failure to operate investment must be notified to the Centre
  - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
  
15. Additional conditions attached to Certificate  
**Finished goods are not allowed under this certificate**

Signed   
Executive Director

**Valuation Report of Industrial Property on Plots No.23&25, Block  
'D' Kisemvule Area, Mkuranga District, Coastal Region  
For Mortgage Purposes**



**PREPARED FOR**

**Bank of Africa Tanzania Limited,**

Aggrey Branch  
P.O Box 3054

Telephone: 255 (22) 272775 /3

Fax: 255 272750298

Dar es Salaam Tanzania.

**IN FAVOUR OF CUSTOMER**

**Tian Tang Group Tanzania Limited**

P.O. Box 3766

Mob: 0716-358800

Dar es Salaam

**CONSULTING VALUERS**



**TKA COMPANY LIMITED**

Valuers, Property Managers and Land and Urban Development Consultants  
1<sup>st</sup> Floor NIC Investment House, Samora Machel Avenue, P.O. Box 31587, Dar es Salaam,  
Tels 2132729, Mob. 0754 635 246, 0754 381 475. Website: [www.tka.co.tz](http://www.tka.co.tz),  
Email: [tkal1988@yahoo.co.uk](mailto:tkal1988@yahoo.co.uk)

**April 2014**

# Valuation Report of Industrial Property on Plots No.23&25, Block D Kisemvule Area, Mkuranga District, Coastal Region, For Mortgage Purposes.

## SECTION 1.0: INTRODUCTORY NOTES

### 1.0 Instructions and Purposes of Valuation

We are instructed by **Messrs Bank of Africa Tanzania Limited, Aggrey Branch** to carry out a survey and provide an opinion of the value of a Industrial Property on Plots No.23&25, Block D Kisemvule Area, Mkuranga District, Coastal Region in the name of **Tanzania Investment Centre** established under Act No.26 of 1997 of P.o.Box 938, Dar es Salaam, and leased to **M/S Tian Tang Group Tanzania Limited of P.o.Box 3766**, and having Certificate of Incentives No.042106. Dar es Salaam. The purpose of the valuation is to provide an opinion of the **Insurable Value, Open Market and Forced Sale Values** of this property, which is being offered as security to secure a financial facility from **Bank of Africa Tanzania Limited, Aggrey Branch** by **M/S Tian Tang Group Tanzania Limited**.

The property in question comprises a two storey Administration Block, a Single storey Industrial building used for production and three outbuildings built to a good standard of workmanship and material specifications

### 2.0 EXECUTIVE SUMMARY

Type of Property : Industrial Property.  
Legal Owner (Lessor) ; **Tanzania Investment Centre**  
Lessee : **M/S Tian Tang Group Tanzania Limited**  
Location of Property : Kisemvule Area, Mkuranga District  
Certificate of Title No : 125664  
Plot size : 1.074 Hectares (11,414 Square Metres).  
Legal Restrictions ; Special Industries User Only.  
Improvements Description : Two Storey Administration Block and Single Storey Industrial

Date of Valuation : April , 2014

**Valuation Summary**

- **Insurable Value** Tshs. 4,178,000,000
- **Market Value** Tshs. 3,587,000,000
- **Forced Value** Tshs 2,671,000,000

### 3.0 DEFINITIONS OF OPINIONS OF VALUES EXPRESSED IN THIS REPORT

#### 3.1 Replacement Cost

The **Replacement Cost** of a property refers to the cost of replacing or reinstating (as new) the property under appraisal at the date of valuation or that of a similar substitute property performing or capable of performing the same function or offering the same utility.

The Replacement Cost of a property would generally form the basis of its insurance.

#### 3.2 Market Value

The **Market Value** of a property is the highest price in terms of money which the property under appraisal should bring in a competitive and open market under conditions requisite for a fair sale. Implicit in this definition is the consummation of a sale at a specified date and the passing of ownership from seller to buyer under conditions whereby:-

- Both the Buyer and Seller are economically motivated and are both acting prudently.
- The sale price is not affected by any undue influence
- Both parties are well informed and well advised and are acting in what they consider to be their own best interest
- A reasonable time is allowed for exposure in the open market.

Generally, the Open Market Value would form the Basis of Valuation for Mortgage Purpose.

#### 3.3 Forced Sale Value/ Restricted Realization Price

Although the basis of valuation for Mortgage is the **Market Value**, it is very rare that the collateral of a defaulting mortgagor will be sold under perfect **Market Conditions**, hence realizing a **Market Value**.

It would usually be sold within a time limit whereof a sale would be required to take place within that time at the best price obtainable under the circumstances. It is this price which is referred to as a **Forced Sale Value/Restricted Realization Price**.

A **Forced Sale Value** is therefore the same as an **Open Market Value** except that in the former, the vendor would be forced to sell without the benefit of a reasonable period of time in which to negotiate the sale.

#### 4.0 Nature of A Mortgage

A **mortgage** (of a property) is a transaction whereby one party - the **mortgagor** - grants the interest in his property to another party - the **mortgagee** as security for a loan.

The transaction is effected by means of a **Mortgage Deed** in which the **mortgagor** usually agrees to pay the loan principal plus an interest on the loan over a given period of a time and may also enter into express covenants in respect of repair and insurance of the property.

The mortgagor retains the right to **recover** (free) his property from the charge created by the Mortgage Deed on repayment of the amount due to the mortgagee. This is known as his **“equity of redemption”**.

So long as the mortgagor pays the principal and interest thereon regularly and observes the covenants of the Mortgage Deed, the mortgagee will usually be contented to leave him in possession and control of the mortgaged property.

#### 5.0 The Mortgagee’s Security

The mortgagee’s security for the money lent depends primarily upon the property and upon the sum it might be expected to realize if brought to sale at any time.

The usual advance by way of mortgage is **two-thirds** of the estimated Fair Market Value of the property thus leaving the mortgagee a **one-third** margin of safety.

If the mortgagor defaults in payment of interest, observance of the covenants of the Mortgage Deed or repayment of the loan when legally demanded, the mortgagee has the following remedies against the property:

- Under certain conditions, he may sell the mortgaged property and apply the proceeds to repayment of the loan and any interest thereto, together with expenses of sale, with any surplus paid to the mortgagor.
- He may at any time take personal possession of the income from the property and after paying all necessary outgoings may apply the balance to pay the mortgage debt, including arrears, with the surplus, if any, paid to the mortgagor or applied to reducing the mortgage debt.
- He may appoint a receiver to collect the income from the property and apply it to the paying of all outgoings, interest on the mortgage debt, arrears etc., including payment of the receiver's commission.

#### **5.1 Methods of Valuation Used**

In this appraisal, **2 methods** of valuation have been used namely:

- The Replacement Cost Method of Valuation
- The Comparative Method of Valuation (Direct Capital Comparison Method).

#### **6.1 The Replacement Cost Approach**

In accordance with International Valuation Standards, the Replacement Cost Approach has been used to determine the **Replacement Cost** of the property, which could also be equated to the **Insurable Value** of the property under reference.

By this method, the Replacement cost of the Property under consideration is determined by reference to its replacement cost or the cost of reinstating it as new or that of its substitute at the date of valuation.

#### **6.2 The Comparative Method of Valuation**

The Comparative Method of valuation, sometimes referred to as the Direct Capital Comparison Approach, has been used to determine the **Current Market Value** and **Forced Sale Value/Restricted Realization Price** of the property under reference.

By this method, the valuer equates the value of the property under appraisal to the value of a known comparable property whereby the latter's value is taken to be the best price that can be obtained by the property being valued, with due allowance made for value affecting differences between the subject property and the comparable property such as:

- Condition
- Location
- Level and amount of services provided
- Accessibility
- Plot size
- Planning and zoning regulations
- Date of transaction
- Parties to the transaction
- Motive of sale
- Tenure and Unexpired term

## **SECTION 2.0: DETAILED REPORT OF THE PROPERTY**

### **10.0 General Description and Type of Property**

This is an industrial property consists of a two storey office building ,one single storey Industrial buildings and with three outbuildings built to a very good standard of workmanship and material specifications.

### **11.0 Location and Locality**

The property is located at PlotsNo.23&25, Block D, Kisemvule Area, Mkuranga District, Coastal Region. The property is located along Kilwa road at kisemvule bus stop. The property is surrounded with standard residential cum commercial properties.

### **12.0 Plot and Site works**

The property is developed on a low density plot covering **1.074 Hectares (11,414 Square Metres)** as shown in the registered plan Numbered **69972**. The plot is enclosed within a wall fence which is plastered and painted on both sides topped with sharp pointing grille, and, electrified wire. The fence is fitted with a double leaf sliding gate to the main entrance. The ground is covered with compacted earth.

### **13.0 Tenure**

The Title is held for the residual of a long term Right of Occupancy for 99 years, issued in favour of **Tanzania Investment Centre** established under Act No.26 of 1997 of **P.o.Box 938**, Dar es Salaam, from the 1<sup>st</sup> day of July 2012 and thus expire after 97 years from now , and leased to **M/S Tian Tang Group Tanzania Limited of P.o.Box 3766**, who is having Certificate of Incentives **No.042106**, Dar es Salaam, for long term of 97 years from the 1<sup>st</sup> day of October 2013 and thus expire after 96 years from now. The certificate of title registered under title No. **125664** and Land Office No. **456904**.

### **14.0 Encumbrances**

The subject property is free from any encumbrance.

## 15.0 Services

The property is connected with electricity and water from the public mains. There is drilled bore hole.

## 16.0 Detailed Report of the Developments

### Administration Block

#### General Description

This is a double storey administration block built to a very good standard of workmanship and material specifications.

#### Construction Details

The property has a pitched roof covered with troughed aluminum sheets on timber members. The ceiling is of reinforced concrete slab to the ground floor and gypsum board to the upper floor. Walls are constructed of concrete blocks infilled in with the reinforced concrete of beams and columns which are plastered and painted both sides. Walls to the wet areas are finished with tiles. Windows are of glass panels in aluminum casements fitted with horizontal and vertical iron grilles. Doors are of timber panels. The flooring is of tiles throughout.

#### Details of Accommodation

##### Ground floor

- Reception office
- Waiting room fitted with an airconditioner
- Spacious Administration Office fitted with an airconditioner
- Director office fitted with an airconditioner
- Three self contained bedrooms each fitted with an Asian WC type and a hand basin sink.
- Gym room fitted with an airconditioner
- Corridor
- Toilet unit fitted with an Asian WC type a telephone shower rose unit and a hand basin sink
- Stair case
- Front Verandah

### **Upper Floor**

- Living room/ Dining room
- Kitchen room fitted with a base cupboard topped with marble tiles and stainless steel sink and an overhung glass cupboard.
- Three Ordinary bedrooms
- Two meeting rooms
- Toilet unit fitted with a western WC type and a hand basin sink.
- Corridor
- Ironing room

### **Industrial Building**

#### **General Description**

This is a single storey industrial building used for production and storage of plastic materials and bags built to a very good standard of workmanship and material specifications

#### **Construction Details**

The property has a multi pitched roof covered with troughed aluminum sheets nailed on steel members. Walls are of sand cement blocks which are plastered and painted both sides. Windows are of concrete louvers. The main entrance doors are of steel gate. The flooring is of sand cement screed throughout.

#### **Accommodations Details**

The property offers the following accommodation details:-

- Spacious production room, used for production and storage of plastic materials.
- Spacious production room, used for production and storage of bags.

## **Out buildings**

### **Gate House**

#### **General Description**

This is a gate house located to the front side of the administration block built to a good standard of workmanship and material specifications.

#### **Construction Details**

The gate house has a pitched roof covered with troughed aluminum sheets on timber members. The ceiling is of gypsum board. Walls are constructed of sand cement blocks which are plastered and painted both sides. Windows are of glass panels in aluminum casements incorporated with steel grille. The door is of timber panel. The flooring is of tiles.

#### **Accommodation**

The property consists of the following accommodation details.

- One room

### **Generator House**

#### **General Description**

This is a generator house located to the rear of the administration block built to a good standard of workmanship and material specifications.

#### **Construction Details**

The generator house has a double pitched roof covered with troughed aluminum sheets on timber members. Walls are constructed of sand cement blocks which are plastered and painted both sides. Window is of glass panels in aluminum casements incorporated with iron grille. The door is of timber panel and steel grilles. The flooring is of tiles.

#### **Accommodation**

The property consists of the following accommodation details.

- One generator room

## **Toilet Block**

### **General Description**

This is a toilet located to the rear side of the Industrial building built to a good standard of workmanship and material specifications

### **Construction Details**

The toilet has a pitched roof covered with troughed aluminum sheets on timber members. Walls are constructed of sand cement blocks which are plastered and painted both sides. Doors are openings. The flooring is of tiles.

### **Accommodation**

- Six toilet units each fitted with an Asian WC type

## **17.0 Schedule of Areas (GEA)**

Ground floor	516.25 m <sup>2</sup>
Front Verandah	18.0 m <sup>2</sup>
Upper floor	516.25 m <sup>2</sup>
Industrial Building	2,800 m <sup>2</sup>
Gate House	9.0 m <sup>2</sup>
Generator House	23.76 m <sup>2</sup>
Toilet Block	18.25 m <sup>2</sup>
Front Verandah	8.76 m <sup>2</sup>

## **18.0 Condition**

The property is in very good state of repair and maintenance.

## **19.0 Statutory Notices**

We have not been informed of the existence of any statutory notices and have therefore assumed that the property is not affected by any such notices and that neither the property nor its use give rise to contravention of any statutory requirements.

## **20.0 Third Party Information**

Where information was given to us by a Third Party and we have had sufficient reason to believe such information to be true and reliable, we shall not accept any responsibility should it prove to be otherwise.

## **21.0 Confidentiality**

This report is confidential to **Messrs Bank of Africa Tanzania Limited, Aggrey Branch** Client **M/S Tian Tang Group Tanzania Limited** and **TKA Company Limited** for the specific purpose to which it refers.

**22.0 Date of Valuation**

The property was Inspected and valued by **Miselya Leonard** during the date of **April 2014** and the values expressed herein are those current on the said date.

**23.0 Opinion of Value**

Taking into account the value affecting factors of the property on Industrial Property on Plots No.23&25, Block D Kisemvule Area, Mkuranga District, Coastal Region. We are of the Opinion that the Values of the property for mortgage purposes are as follows:-

Description		Market Value (Tshs)	Forced Sale Value (Tshs)	Insurable Value (Tshs)
I	Buildings	2,670,000,000	2,000,000,000	3,160,000,000
II	Land	170,000,000	130,000,000	-
III	Plant & Machinery	747,000,000	541,000,000	1,018,000,000
<b>Total</b>		<b>3,587,000,000</b>	<b>2,671,000,000</b>	<b>4,178,000,000</b>

**24.0 Certification**

This Valuation Report has been prepared for and on behalf of **TKA Company Limited** by

*Miselya Leonard*  
.....

**Miselya Leonard**

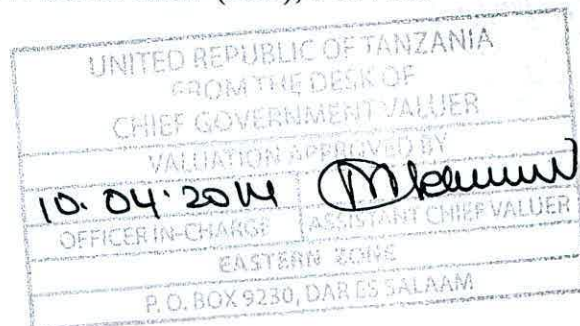
**Bsc. in Land Management and Valuation (ARU)**

*M.M. Mshasha*  
.....

**M.M. Mshasha**

**Fully Registered Valuation Surveyor; FRS (T),**

**MBA (ESAMI), ADV. DIPL. LMV (ARI), FTIVEA**





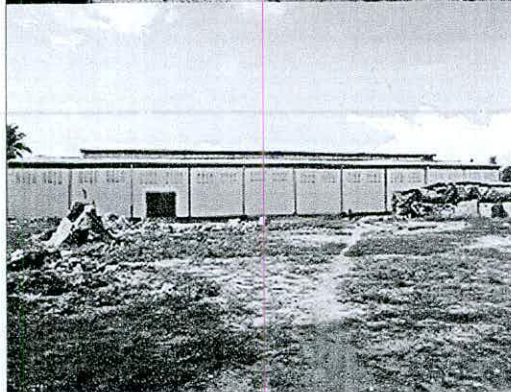
**Front Elevation of the Administration Office Block**



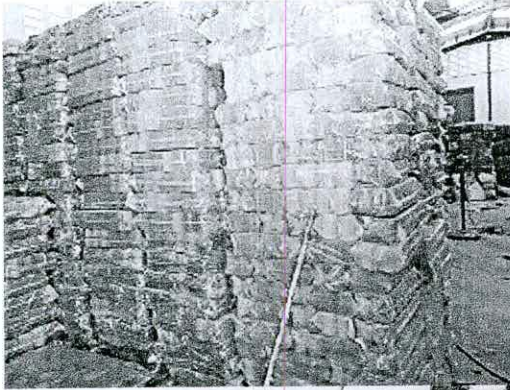
**Rear & Side Elevation of the Administration Office Block**



**Front Elevation of an Industrial Building**



**Rear Elevation of the Industrial Building**



**Plastic Goods**



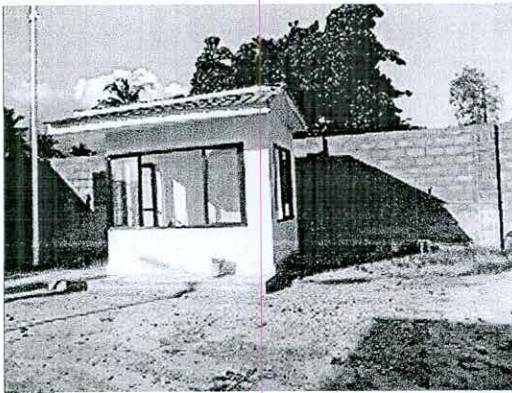
**Plastic Goods**



**Internal Area of the Plastic Production Section**



**Internal Area of the Bag Storage Area**



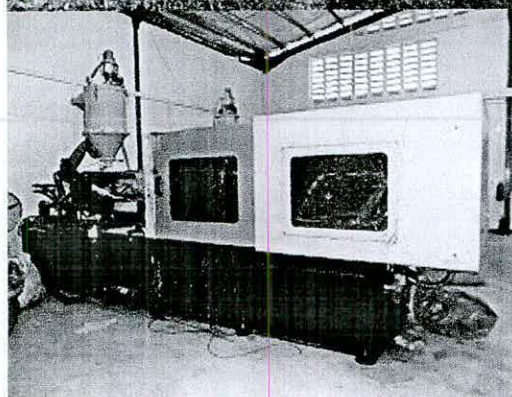
**Front & Side of the Elevations of the Gate House**



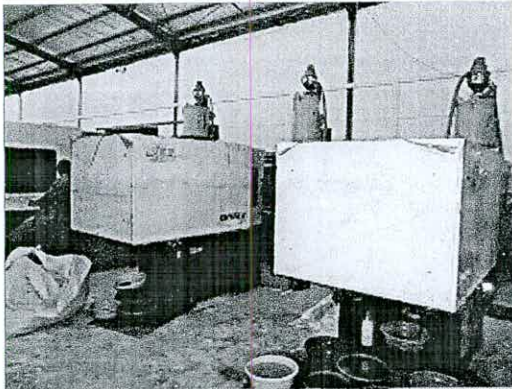
**Front & Side of the Elevations of the Generator House**



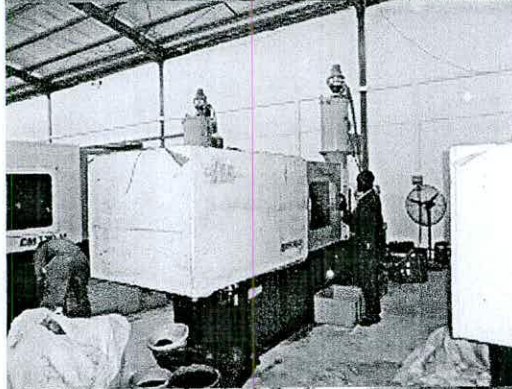
**Front Elevation of the Toilet Block**



**Plastic Injection Molding Machine, of Large Size**



**Plastic Injection Molding Machines, of Medium & Small**



**Plastic Injection Molding Machines, of Small**



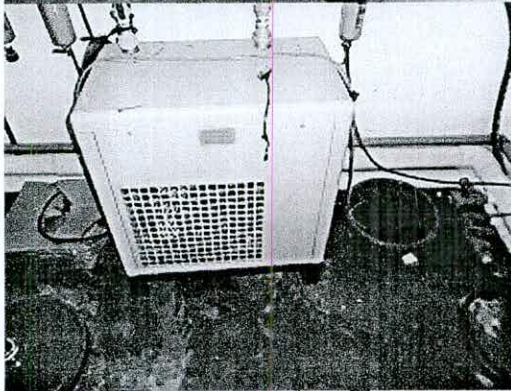
**Fork Lift One**



**Fork Lift Two**



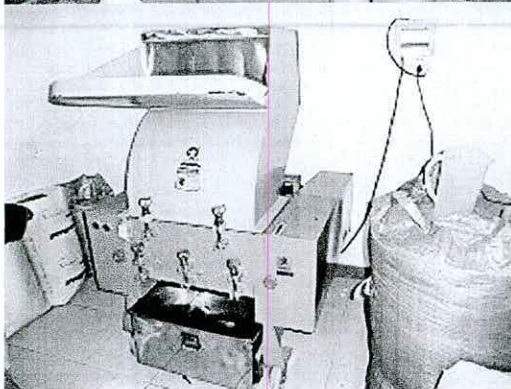
**Water Chiller Machine**



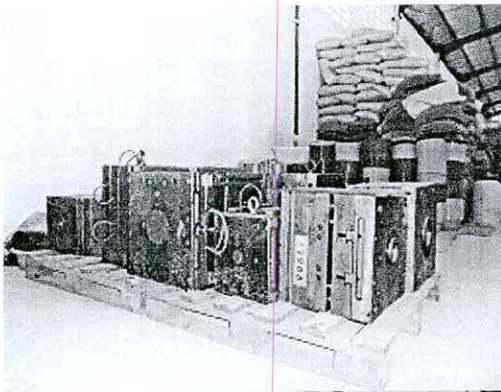
**Cooling Machine**



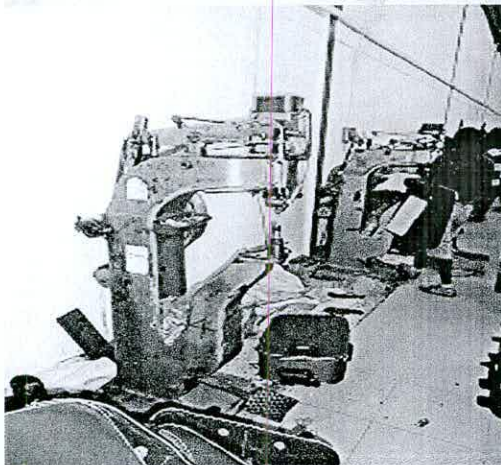
**Vertical Cold Mixer Machine**



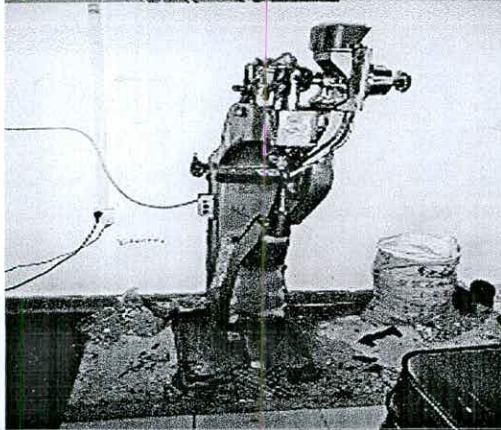
**Cutting Machine**



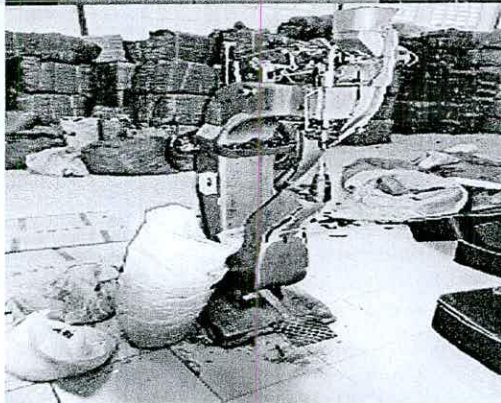
**Molding Machine**



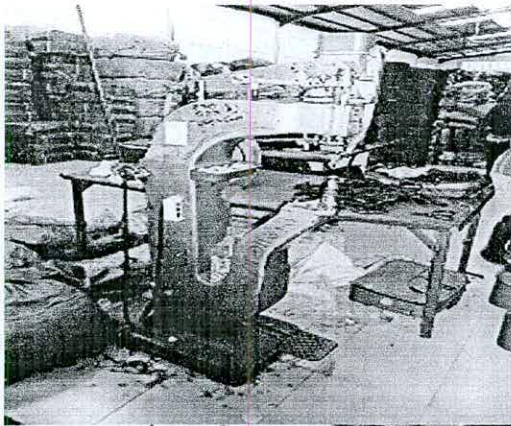
**Drilling Machine No.1**



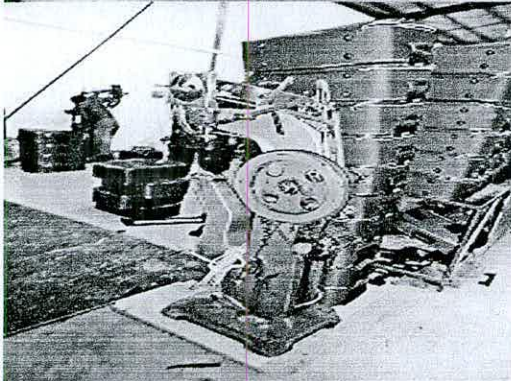
**Drilling Machine No.2**



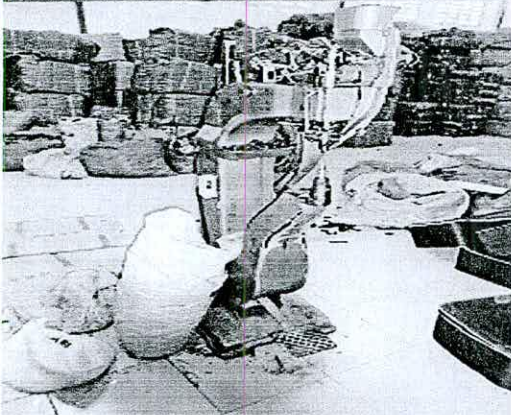
**Drilling Machine No.3**



**Drilling Machine No.4**



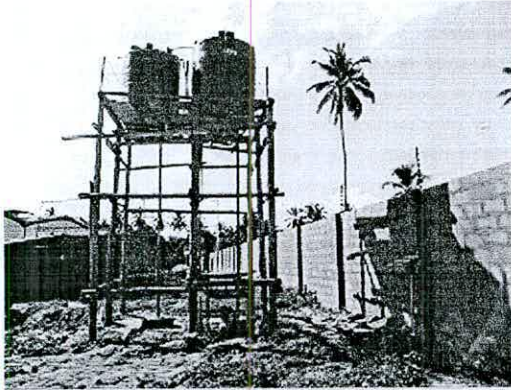
**Drilling Machine No.5**



**Drilling Machine No.6**



**Drilled Bore Hole**



**Water Tank**



**Un built Area**



**Gate Entrance**

## VALUATION ANALYSIS

### Part I: LAND AND BUILDING

#### Administration Block

Area of the Ground floor to Upper floor	1,032.50 m <sup>2</sup> @100%	1,032.50m <sup>2</sup>
<b>Add:</b> Verandahs	36.25 m <sup>2</sup> @ 30%	10.88 m <sup>2</sup>
Gate house	9.0 m <sup>2</sup> @ 30%	2.70 m <sup>2</sup>
Generator house	23.76 m <sup>2</sup> @ 45%	10.76 m <sup>2</sup>
Toilet Block	18.25 m <sup>2</sup> @ 50%	9.13 m <sup>2</sup>
<b>Total Reduced Floors</b>		<b>1,065.91 m<sup>2</sup></b>
Multiply by rate p/m <sup>2</sup>	Tshs	750,000
Current Replacement Cost 1	Tshs	799,432,500
	<b>Say</b>	<b>800,000,000</b>

#### Industrial Building

Area of the Main Building	2,800 m <sup>2</sup> @100%	2,800 m <sup>2</sup>
<b>Total Reduced Floors</b>		<b>2,800 m<sup>2</sup></b>
Multiply by rate p/m <sup>2</sup>	Tshs	550,000
Current Replacement Cost 2	Tshs.	1,540,000,000
Current Replacement Cost (1&2)	Tshs.	2,340,000,000
Add: Siteworks 20% ( Wall Fence, Bore Hole)	Tshs	468,000,000
Total Current Replacement	Tshs	2,808,000,000
<b>Less : Depreciation cost 5%</b>	Tshs.	140,400,000
Depreciated Replacement Cost	Tshs.	2,667,600,000
	<b>Say</b>	<b>2,670,000,000</b>
<b>Add:</b> Land Value	11,413.8 m <sup>2</sup> 15,000	Tshs. 170,000,000
Fair Market Value		<b>Tshs. 2,830,000,000</b>
Forced Sale Value 75% of	2,830,000,000	Tshs. 2,122,500,000
	<b>Say</b>	<b>2,123,000,000</b>

**INSURABLE VALUE**

Total Current Replacement cost	Tshs	2,808,000,000
<b>Add:</b> Professional fees, Site clearance, and Inflation 12.5%	Tshs	351,000,000
Insurable Value	Tshs	3,159,000,000
	<b>Say</b>	<b>3,160,000,000</b>

**PART II: PLANT AND MACHINERY**

PLANT & MACHINERY DESCRIPTION	QTY	CONDI TION	REPL.COST/IN SURABLE VALUE	DEPR/MA RKET VALUES	FORCED SALE VALUES
<b>Fork Lift, Small</b> Use: For lifting simple heavy	1	Good	8,000,000	5,000,000	3,500,000
<b>Lifting Machine, Hitachi Large</b> Use: For lifting heavy goods of 3 tone	1	V.Good	15,000,000	13,000,000	9,000,000
<b>Plastic Injecting Molding Machine, EM 320-V, Large</b> Use : For production and drying of plastic materials Made: China Year : 2013	1	V.Good	180,000,000	144,000,000	101,000,000
<b>Plastic Injecting Molding Machine, EM 180-V, Medium</b> Use : For production and drying of plastic materials Made: China Year : 2013	1	V.Good	150,000,000	120,000,000	84,000,000

<p><b>Plastic Injecting Molding Machine, EM 150-V, Small</b>                  Use : For manufacturing/Drying of plastic materials                  Made : China                  Year : 2013</p>	1	Good	120,000,000	80,000,000	60,000,000
<p><b>Water Chiller Machine</b>                  Use: For supplying water to the plastic Injection Machine.                  Made: China                  Year : 2013</p>	1	V. Good	10,000,000	7,000,000	5,000,000
<p><b>Cooling Machine, With Compressed air Pressure</b>                  Use: For Cooling plastic materials                  Made: Italy.                  Year : 2013</p>	1	V. Good	7,000,000	5,000,000	3,500,000
<p><b>Vertical Cold Mixer Machine, Reverse rotation</b>                  Use: For mixing plastic materials.                  Made: China.</p>	1	V. Good	25,000,000	20,000,000	14,000,000

Man. Year:2013					
<b>Plastic Cutting Machine, Small</b> Use: For cutting plastic materials. Type: Derry Plastic technology Made: China Year : 2013	1	V.Good	13,000,000	10,000,000	7,000,000
Sample Molding Machine	10	Good	400,000,000	280,000,000	210,000,000
<b>Drilling Machine,</b> Use: For drilling bag Type: Xin Cheng	6	Good	90,000,000	63,000,000	44,000,000
<b>TOTAL PLANT AND MACHINERY</b>			<b>1,018,000,000</b>	<b>747,000,000</b>	<b>541,000,000</b>

## AREA CALCULATIONS

### Administration Block

Ground floor-Upper Floor

$$: (41.3 \times 12.5) \times 2 = 1,032.50\text{m}^2$$

$$\text{Front Verandah } (6.0 \times 3.0) = 18.0 \text{ m}^2$$

### Industrial Building

$$(70.0 \times 40.0) = 2,800 \text{ m}^2$$

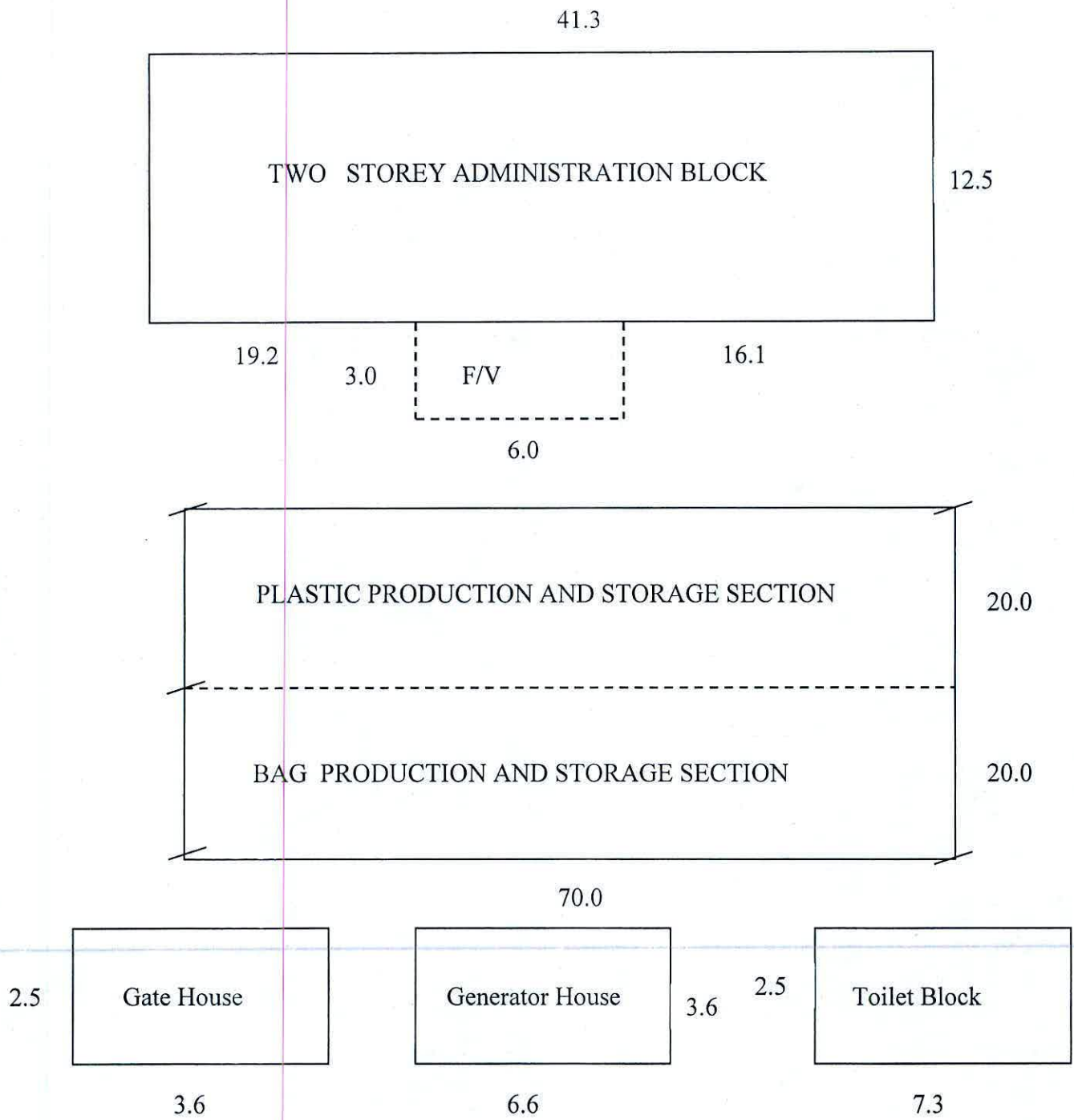
$$\text{Gate House} \\ (3.6 \times 2.5) = 9.0 \text{ m}^2$$

$$\text{Generator House} \\ (6.6 \times 3.6) = 23.76 \text{ m}^2$$

$$\text{Toilet Block} \\ (7.3 \times 2.5) = 18.25 \text{ m}^2$$

$$\text{Front Verandah} \\ (7.3 \times 1.2) = 8.76\text{m}^2$$

**SKETCH PLAN OF THE BUILDINGS**



**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH**

To: The Registrar of Titles

Title no. 125664

**WE, T.K.A CO. LTD.**

Hereby request to you to search the register in respect of the above and to advise me of the subsisting Entries.

Shs.40, 000/= Search fee is enclosed

From: **T.K.A CO. LTD.**  
**P.O.BOX 31587,**  
**DAR ES SALAAM.**

Date: 03.04.2014

**For Official use**

E.R.V.NO.1835223 of 03.04.2014

Issued Shs. 40, 000/=

The following is a summary of the subsisting entries on property:-

Title no. 125664

**District:** MKURANGA IN COAST REGION.

**Place:** KISEMVULE AREA.

**Description:** LO .NO.456904 PLOT NO.23 and 25 BLOCK 'D'.

**Tenure:** RIGHT OF OCCUPANCY.

**Term:** 99 YEARS FROM 1<sup>ST</sup>JULY, 2012.

**Rent:** TSHS. 644, 400/= PER ANNUM (SUBJECT TO REVISION).

**Area:** 1.074 HA.

**Reservation:** Terms and Conditions as contained in Certificate of Occupancy.

**Owner:** TANZANIA INVESTMENT CENTRE OF P.O.BOX 938, DAR ES SALAAM.

**Encumbrance:** LEASE TO M/S TIAN TANG GROUP TANZANIA LIMITED OF P.O.

BOX 3766, DAR ES SALAAM. For a term of 97 Years Commencing  
On 1<sup>ST</sup> OCTOBER, 2013 TO 30<sup>TH</sup> JUNE, 2110. FD.NO. 158041 DATED 14.02.2014.

**NOTE:** The records shown on the Official Search does not guarantee as to the genuineness of  
The Certificate of Title, if you intend to do any transaction you are advised to submit the  
Certificate of Title before the office of the Registrar of Titles for authenticity.

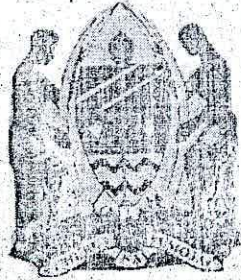
Date: 04<sup>th</sup> APRIL, 2014.

  
JUMA LEGHEDA.

ASST. REGISTRAR OF TITLES.

TANGANYIKA

*The Land Registration Ordinance (Cap. 334 of the Laws)*



**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**  
**LEASE HOLD**

This is to certify that the annexed Certificate of Occupancy dated  
the 06TH day of JANUARY 2014.

is registered in the Land Registry under Title No. 125664

Copies of the subsisting entries in the register are within

Dated the

28th day of MARCH 2014.

*V. Robert*  
**VICTOR ROBERT**  
SEN. ASST Registrar of Title

Title No. 125664/1

Description of registered land.

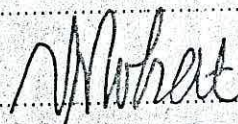
ALL that Land known as Plot No. 23 & 25 block D Kiseruale Mkuranga District containing one decimal point zero seven four (1.074) Hectares shown for identification only edged red on the plan attached to this lease agreement registered under the Filed document numbered 158014 annexed herto and defined on the registered survey plan numbered 59972 deposited at the office of Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER

TITLE NO. 124664/1

No. .... Registered 14.2.2014 10.19 a.m. No. .... Registered ..... at.....m

To M/S TIAN TANG GROUP TANZANIA LIMITED P.O. BOX 3766 DAR ES SALAAM To.....

*Sen*   
Asst. Registrar of Titles

Asst. Registrar of Titles

No. .... Registered ..... at.....m

To.....

Asst. Registrar of Titles

No. .... Registered ..... at.....m

To.....

Asst. Registrar of Titles

No. .... Registered ..... at.....m

To.....

Asst. Registrar of Titles

No. .... Registered ..... at.....m

To.....

Asst. Registrar of Titles

No. .... Registered ..... at.....m

To.....

No. .... Registered ..... at.....m

To.....

125664

19-09-2013

1:00 PM

Land Form No. 22

*[Signature]*

32210/-  
48612986  
06-12-2012

*[Signature]*

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No.: 125664  
L.O. No. 456904.  
L.D. No. 307684.

The 23<sup>rd</sup> day of August Two thousand and thirteen.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE established under Act No. 26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **ninety nine** years from the first day of **July, Two thousand and twelve** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

The Occupier having paid rent up to the thirtieth day of June, 2013, shall thereafter pay rent of shillings **six hundred forty four thousand four hundred (644,400/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.

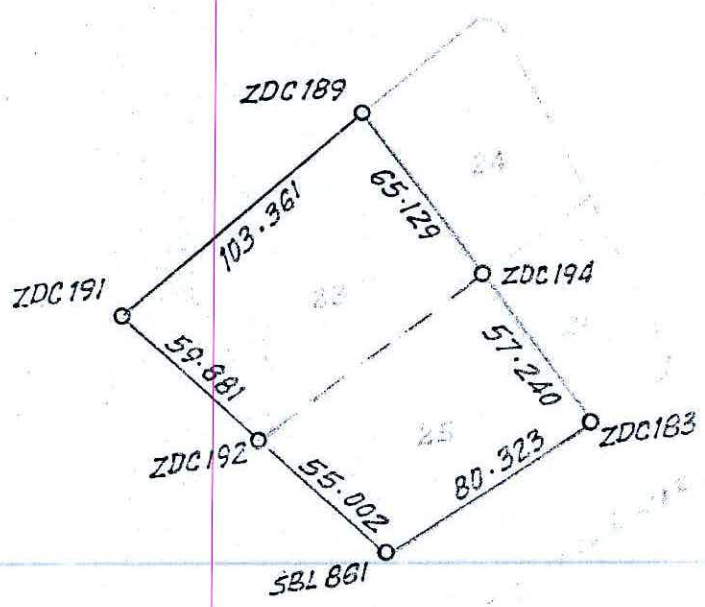
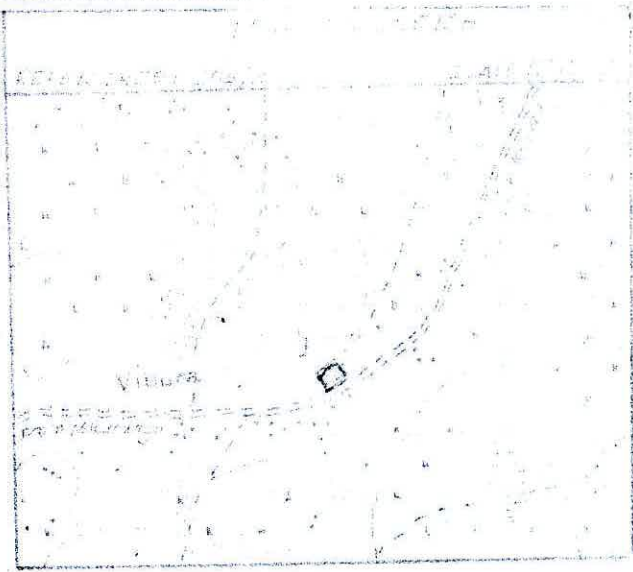
The Occupier shall:-

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

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective
  - (iii) Building to be in permanent materials.
  - (iv) Submit building plans to the **Mkuranga District Council** within six months from the date of the commencement of the Right.
  - (v) Building construction to begin within six months after approval of plans.
  - (vi) Building to be complete within thirty six (36) months from the date of the commencement of the Right
3. **USER:** The land shall be used for **Special Industries** purposes only, Use Group 'N' Use Class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
  4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
  5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
  6. The President may revoke the right for good cause or in public interest.

# MKURANGA DISTRICT

LOCATION	KISEMVULE
BLOCK	D
PLOT No.	23, 25
E.A. No.	456904
AREA	1.074 HA



69972

*Signature* 2116372013

soil and  
irrigated by  
river

months

ns.

of the

group 'N'  
(classes)

without

ion in  
with all

SCHEDULE

All that land known as Plot No. 23 and 25 Block 'D' situated at Kisemvule in Mkuranga District containing one decimal point zero seven four (1.074) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 69972 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written

*[Signature]*  
By ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

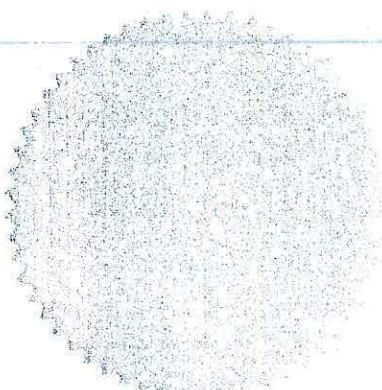
SEALLED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this... 13<sup>th</sup> )  
day of May....., 2013. )

Signature: *[Signature]* )

Postal Address: 938 )

DAR ES SALAAM )

Qualification: EXECUTIVE DIRECTOR )



Signature: *[Signature]* )

Postal Address: 938 )

DAR ES SALAAM )

Qualification: DIRECTOR OF CORPORATE AFFAIRS )



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Office Number:

Description:

TANZANIA INVESTMENT CENTRE

THE LAND ACT  
(No. 4 of 1999)

DERIVATIVE RIGHT  
(Under Section 20)

C.T. No: 125664  
L.O. No: 456904  
L.D. 307684

Made and entered into this... *Cette* ..... day of *JANUARY* 201~~3~~<sup>4</sup>

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under THE TANZANIA INVESTMENT ACT 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997, (thereinafter referred to as "the Lessor") on the one part

AND

M/S TIAN TANG GROUP TANZANIA LIMITED of P.O BOX 3766 DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 042106

(hereinafter referred to as "the Lessee") on the other part.

**THIS LEASE WITNESSES** as follows:

**WHEREAS** the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Dar es Salaam under Title No. 125664 in respect of land within Plots No. 23 & 25, Block 'D' measuring one decimal point zero seven four (1.074) hectares, situated at Kisemvule in Mkuranga district and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of ninety-seven years commencing on the first day of October, two thousand and thirteen and expiring on the of thirtieth day of June, two thousand one hundred and ten subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for SPECIAL INDUSTRIES purposes only; Use Group 'N' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent including ten per cent as facilitation fees thereto; amounting to a total of **Tanzania Shillings 708,840.00 (seven hundred eight thousand eight hundred and forty only)** payable on the first day of July in every year of the term without deduction, **provided** that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular:
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by establishing a Plant for manufacturing of high quality building materials, and in accordance with the Investment and Implementation Plan submitted to the Lessor by the Lessee.
4. **BE RESPONSIBLE** for:
  - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
  - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
5. **SUBMIT** building plans to the **Mkuranga District Council** within six months from the commencement of this Lease; begin construction of building(s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land without prior consent of the lessor. (Note: In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor an evaluation report showing that he has developed the land at least 60% of his development plan).
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B. THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

**PART C: ARBITRATION**

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **TIAN TANG GROUP TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.

**SCHEDULE**

All that Land known as Plots No. 23 & 25, Block 'D' Kisemvule in Mkuranga district measuring **one decimal point zero seven four (1.074) hectares**, shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **69972** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.


Stamp Office  
152041  
14.2.71  
11.2.71

Stamp Office  
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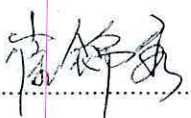
SEALED with the COMMON SEAL of the said )  
TIAN TANG GROUP TANZANIA LIMITED )  
and DELIVERED in the presence of us )

this 18<sup>th</sup> day of DECEMBER 2013 )

Signature  )

Postal Address P.O. BOX 3766 D.S.M )

Qualification MANAGING DIRECTOR )

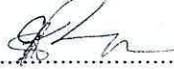
Signature  )

Postal Address P.O. BOX 3766 D.S.M )

Qualification SECRETARY )

SEALED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE )  
and DELIVERED in our presence of us )

this 6<sup>th</sup> day of January 2014 )

Signature  )

Postal Address P. O. Box 988 )

D. D. - ES - SALAMU )

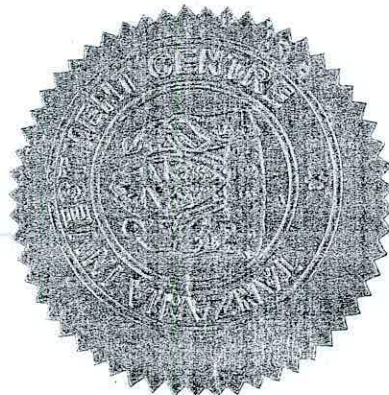
Qualification EXECUTIVE DIRECTOR )

Signature  )

Postal Address P. O. Box 988 )

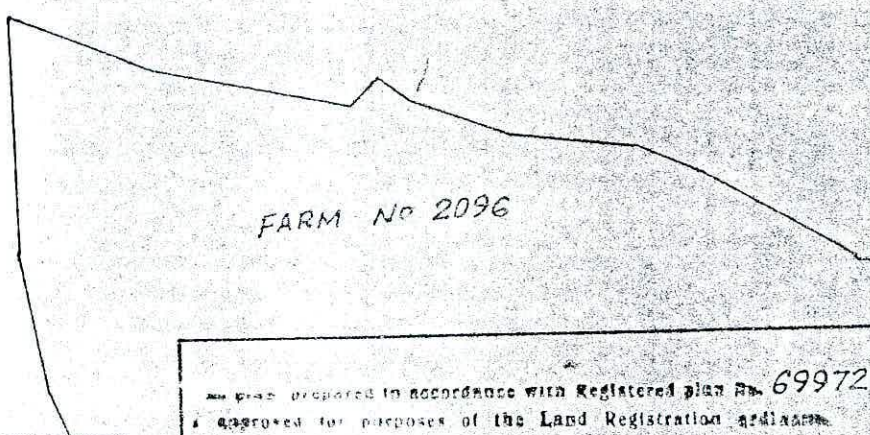
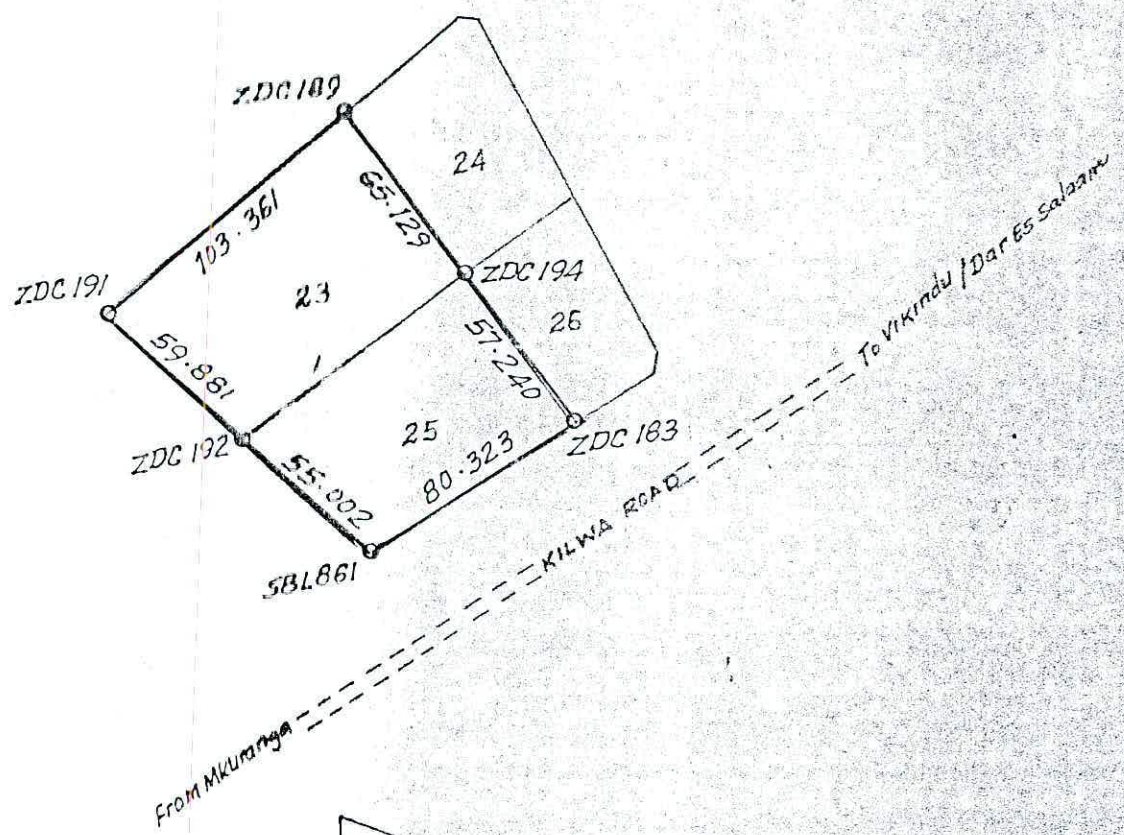
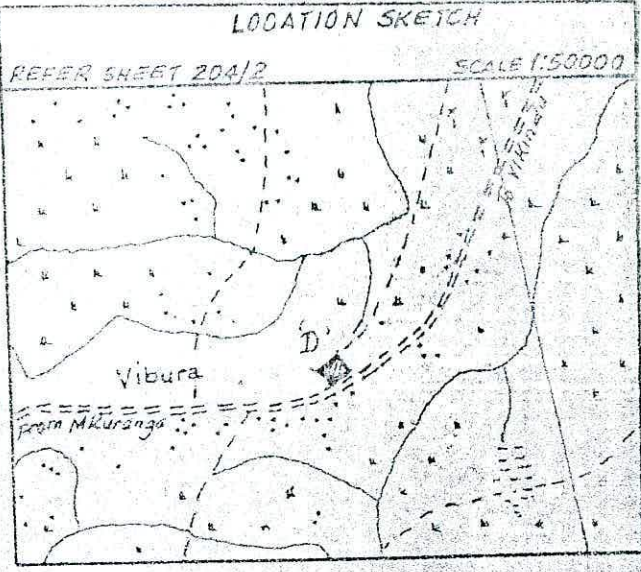
D. D. - ES - SALAMU )

Qualification LEGAL OFFICER )



# MKURANGA DISTRICT

N ↑	LOCATION <u>WISAMVILLE</u>
	BLOCK <u>D</u>
	PLOT No. <u>23, 25</u>
	L.O. No. _____
	AREA <u>1,074,114</u> SQ. FT. SQM



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

This plan prepared in accordance with Registered plan No. 69972  
 is approved for purposes of the Land Registration Ordinance.  
 Director of Surveys and Mapping \_\_\_\_\_ Date \_\_\_\_\_  
 Ministry of Lands, Housing and Urban Development, Dar es Salaam

THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR LEASEHOLD TITLE  
(Land Registry- Dar es Salaam)

C.T. No: 125664

L.O. No: 456904

L.D. 307684

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **M/S TIAN TANG GROUP TANZANIA LIMITED** of P.O Box 3766 **DAR ES SALAAM** (Tenants) on the other part, have entered into Lease Agreement in respect of Plots No. **23 & 25 Block 'D'** situated at **Kisemvule Area**, in **Mkuranga District**. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of a **Leasehold Title** to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the }

Said **TANZANIA INVESTMENT CENTRE** and }

**DELIVERED** in the presence of us this..... }

Day of .....2013 }

Name: JULIET KATZUMI }

Signature: X..... }

Postal Address: P.O. Box 938 DSH }

Qualification : EXECUTIVE DIRECTOR }

Name: ALEXANDER MUKANI }

Signature: [Signature]..... }

Postal Address: P.O. Box 938 DSH }

Qualification : LEGAL OFFICER }



Stamp Duty Officer  
14.2.14  
177032  
15001

14.2.14  
177032  
15001

Stamp Duty Officer  
14.2.14  
10.19am  
158040



HM Revenue & Customs

SEALED with the COMMON SEAL of the Said }  
}

TIAN TANG GROUP TANZANIA LIMITED }  
}

and DELIVERED in the presence of us }  
}

this..... 18th ..... day of DECEMBER ..... 2013 }  
}

Name: Li BIN }  
}

Signature: [Handwritten Signature] }  
}

Postal Address: P.O. BOX 3766 D.S.M }  
}

Qualification MANAGING DIRECTOR }  
}

Name: CUI JIN XIA }  
}

Signature: [Handwritten Signature] }  
}

Postal Address: P.O. BOX 3766 D.S.M }  
}

Qualification SECRETARY }  
}

**MINUTES OF A MEETING OF TIAN TANG GROUP TANZANIA LIMITED HELD AT THE COMPANY HEAD QUARTER ON 15<sup>TH</sup> AUGUST, 2011.**

**PRESENT:**

1. ZHANG ZHI GANG -Chairman
2. LI BIN -Director
3. CUI JIN XIU -Company Secretary

**OPENING OF THE MEETING**

The chairman opened the meeting at 10:00 a.m

**AGENDA:**

Deliberation to register the company project with the Tanzania Investment Centre.

**RESOLUTION**

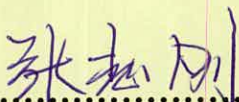
It was unanimously resolved to pass the following **SPECIAL RESOLUTION.**


That **TIAN TANG GROUP TANZANIA LIMITED** shall register an Integrated Building Material Project with the Tanzania Investment Centre.

**CLOSURE OF THE MEETING**

There being no other business to discuss the chairman closed the meeting at 11:00am

Signed

  
.....  
Chairman

  
.....  
Company secretary

JAMHURI YA MUUNGANO WA TANZANIA  
THE UNITED REPUBLIC OF TANZANIA

**STAKABADHI YA SERIKALI**  
**EXCHEQUER RECEIPT**

NIMEPOKEA KWA  
Received from

TIANG TANG GROUP CO. LTD

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

US DOLLAR ONE HUNDRED ONLY

NA SENTI  
And Cents

KWA MALIPO YA  
In respect of

REGISTRATION FEE

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No.

DIRECT DEPOSIT 23 AUG. 2011

KITUO - Station

ASM

SAHIBI YA MPOKEAJI - Receiving Officer's  
Signature

CHEO - Title  
ACC.

TAREHE - Date  
23 AUG. 2011

7340

37894914

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TFN: 614 (Rev. 8.94)

Shs.				Cts.	
US	D	1	00		

KIASI  
Amount

NPC-KIUTA

TANZANIA



## Certificate of Incorporation

Section 15

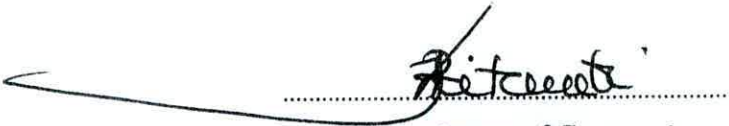
No **85026**

I HEREBY CERTIFY THAT

**TIAN TANG GROUP TANZANIA LIMITED**

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

Given under my hand at Dar es salaam

this **9TH** day of **AUGUST****TWO THOUSAND AND ELEVEN.**  
Asst. Registrar of Companies

# SALE AGREEMENT

Between

George Charles Nyongo, of P. O. Box 5971, Dar es Salaam  
(‘Vendor’)

And

Tian Tang Group Tanzania Ltd of P. O. Box 3766 Dar es Salaam  
(‘Purchaser’)



# SALE AGREEMENT

THIS AGREEMENT is made this <sup>17th</sup> day of August, 2011. Between **George Charles Nyongo** of P. O. Box 5971, Dar es Salaam Tanzania, on one part (herein after referred as "Vendor"), and **TIAN TANG GROUP TANZANIA LTD** of P. O. Box 3766 Dar es Salaam, Tanzania, on the other part (hereinafter referred as "Purchaser")

## WHEREAS:

- (a) The Vendor is the owner of the four pieces of unsurveyed land within the Kisemvule Mkuranga District Pwani Region, can be pointed out from these beacons ZDC 181; ZDC 182; ZDC 183; ZDC 184; ZDC 185; ZDC 187; ZDC 189; ZDC 190; ZDC 191 and ZDC 192. Situated along the Kilwa Road, within the Mkuranga District, in the Coast Region. The said four pieces of land each has these square metres as follows:- 2,777; 2,523; 2,556, and 2,112 in total have 9,968 Sqm the same have been contained these plants, ten mango trees, ten cashew nut trees, and twenty coconut trees (hereinafter referred as the "Property").
- (b) The Vendor is desirous of selling his property to the Purchaser at the consideration of Tanzania Shillings **Two Hundred Million only (Tshs. 200,000,000/=)** and the purchaser is desirous of buying the property from the Vendor at the consideration of Tanzania Shillings **Two Hundred Million only (Tshs. 200,000,000/-)**.

## NOW THIS AGREEMENT WITNESS as follows:

- (i) The Vendor has agreed to sell and the Purchaser has agreed to buy four pieces of the unsurveyed land under the above reference at the purchase price of Tanzania Shillings **Two Hundred Million only (Tshs. 200,000,000/=)** free from any encumbrances, lien or third party notice.
- (ii) The Purchaser shall pay cash into the Vendor's **Account number 3300568625 Kenya Commercial Bank (KCB)** in Tanzania. The sum of Tanzania Shillings **One Hundred and Thirty Million only (Tshs. 130,000,000/=)** being the part payment of the purchase price, simultaneously with the signing of this deed and the vendor shall acknowledge the receipt of the said amount of Tanzania shillings **One Hundred and Thirty Million only (Tshs. 130,000,000/=)** by signing this deed and the remained balance shall be as soon as the offer is handed over to the purchaser.
- (iii) The Vendor shall deliver vacant possession of the Property and all the relevant documents to the Purchaser upon the first payment of the sale price.
- (iv) The Vendor shall covenants with the Purchaser to pay, satisfy and discharge all outgoing and liabilities in respect of the Property until title thereto shall have passed to the purchaser and further undertakes to indemnify the Purchaser against all notices, proceedings, claims and demands arising out of and in connection with or incidental to the breach by the Vendor of the warranties undertakings and covenants herein contained.

REG  
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OM  
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- (v) The Vendor if found to have been misled the purchaser/lying to the purchaser with regard to the actual ownership of the stated property, he shall be liable to compensate the purchaser with property of equal value along the Kilwa Road Area or face legal proceedings that will be instituted against them.
- (vi) The Vendor's wife known as **Felista Bomola Nyongo** is said by the Vendor that she is sick at Mwanza, and she is unable to appear for the time being, her written consent, shall be produced at the time of last payment and handing over of the offer of the above plots.
- (vii) The Purchaser reserves the right of making such requisition and objection as may arise on the examination of documents pertaining to this deed or as may be revealed by the usual searches and inquiries made to the Land Office/Registry.
- (viii) The Purchaser shall pay all the Advocate fees and other related expenses and the Purchaser shall pay consent fees, stamp duty, registration fees and other disbursements reasonably arising out of and/or incidental to the completion and registration of the Property by the Vendor to the Purchaser.
- (ix) The Purchaser shall pay all the costs for surveying the land, obtaining the plot number, obtain the map of the plot and the town plan and following all the procedures to obtain title for the land.

**IN WITNESSETH WHEREOF** the parties hereto have duly executed these presents in the manner and on the day and year herein after appearing.

**SIGNED and DELIVERED** at Dar es Salaam  
By **GEORGE CHARLES NYONGO** who is  
Identified to me by **LI BIN** the latter being  
Known to me personally in my presence  
this... 17th Day of August 2011.

.....  
**VENDOR**

**BEFORE ME:**

.....  
**COMMISSIONER FOR OATHS**



**SIGNED and DELIVERED** at Dar es Salaam  
By **MR. LI BIN (DIRECTOR) TIAN TANG**  
**GROUP TANZANIA LTD**, who is  
Known to me personally in my presence  
this... 17th Day of August 2011.

.....  
**PURCHASER**

**BEFORE ME:**

.....  
**COMMISSIONER FOR OATHS**



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JBLIC  
SION  
JATH  
753

TANZANIA-MINISTRY OF LANDS, HOUSING & URBAN DEVELOPMENT.  
SURVEY & MAP DEPT DIVISION

Certificate of Acceptance of Boundary Beacons

I hereby certify that in company with John Mgeta

I have seen the beacons marked ZC 437, ZE 702, ZE 703, ZL 599, ZL 600, ZL 644, ZL 642  
ZM 650, ZM 652 - ZM 656, ZM 658 - ZM 662 & ZM 664  
being the corner beacons of My farm at Kisemoule village

Kisarawe District - coast Region occupied by me, that they are in good  
condition and repair, and I agree to accept these beacons as defining correctly  
the boundary (ies) of my land.

GEORGE CHARLES NYONGO

g. Mgeta  
**UJUMBUWA**  
**WILAYA YA KISARAWA**  
In the presence of:

Witness.....



Signature W J T  
Box 747  
DAR ES SALAAM

Date: 23/7/91

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF POLICE  
TANZANIA POLICE FORCE

Office  
Date  
Time  
20.10.95

Ref: CD/IR/RB/2644....1995

TO WHOM IT MAY CONCERN:

POLICE REPORT/INTEL/PT

This is to certify that MR/MRS/MISS George Nyong'o  
of Box 5971 ASM reported to this Police Station on  
17th day of Aug. 1995 at about 06:30 hrs  
hours along Sekone Drive within City Centre  
under mentioned items were lost/stolen  
(1) Certificate of Fellowship  
(2) Post graduate Diploma (3) Post Graduate degree  
(4) Tanzanian Passport (5) Letter of offer for plot  
NO 184 Kipezi beach (6) Letter of offer for Vikindu farm  
(7) Letter of offer Tegeta area Block F I  
(8) Certificate of Company registration and articles  
and Memorandum of Association  
(9) Trade licences

(I) No arrest or recovery has been made  
MRV NO. 026944 95 1995

Mwasine - Insp  
OFFICER INCHARGE  
CENTRAL POLICE  
CENTRAL POLICE

- NB 1. The Police do not in any way accept liability for the contents of this report; a burden which lies solely with the complainant.
2. The Police cannot in anyway be held responsible for any loss/damage what so ever which may occur as a result of this report.

DHISI YA SERIKALI,  
 Kaji - Vikindu,  
 S.P. 15671-ASM,  
 (W) Mkuunganu,  
 03/04/2002.



Mwitaari wa kiko cha wajunge wa serikali ya kaji, wali  
 choka kumabili Mr. George Nyako Azema Athumbe  
 kupima mshamba yake mabili akiyomua hapa  
 kaji - Vikindu kumbili ya shauri ya kimo.

Waliombariri:

- 1 Mkuu. Rajabu
- 2 Mkuu. Rajabu
- 3 Mkuu. Kendo
- 4 Mkuu. Kamungu
- 5 Mkuu. Shamba
- 6 Mkuu. Abdallah
- 7 Mkuu. Ally
- 8 Mkuu. Mshum
- 9 Mkuu. Kassim
- 10 Mkuu. Kassim
- 11 Mkuu. Juma
- 12 Mkuu. Hama
- 13 Mkuu. Hama
- 14 Mkuu. Robina
- 15 Mkuu. Bi. Mkeera
- 16 Mkuu. Bi. Fatuma
- 17 Mkuu. Bi. Reema
- 18 Mkuu. Bi. Muzama
- 19 Mkuu. Mshamu
- 20 Mkuu. Mshamu
- 21 Mkuu. Mshamu

Ajenda za kiro:

- 1 Kufunga kiko.
- 2 Kungali Mumbaga
- 3 Kufunga kiko.

Ajenda No. 1 Kufunga kiko: Mumbaga kiko Mumbaga  
 P. 1, 2



HATI YA MAKUBALIANO YA UZAZI WA

SHAMBA EKA K KISIICHA KISEMUYE

BARABARA - KATI YA MUZAZI MZEE

ABDUL BAFU NA MUNDUZI GEORGE NYONGO

MIMI MZEE ABDUL BAFU WA KIJIGI CHA

KISEMUYE M MUYU ENO WILIJU

KUJI GEORGE NYONGO KUJI GEORGE

MUKOMI B BESA MBANO MIMBOKO

ZOTE LED TAREHE 3.4.1989

Mbele ya maswadi Husen Zubeid

na Jajaja Juma wote wakazi wa

Kijiji cha Kisenmule.

① SAHBI MUZAZI ABUL BAFU

Tarehe 3.4.1989

② SAHBI MUNDUZI W

GEORGE NYONGO

Tarehe 3-4-1989

③ SAHBI WA KIMATA HUSSEIN

HUSSEIN ZUBEIDI

Tarehe 3.4.1989

④ SAHBI WA KUJI NYONGO

YAHYIA DUMA

Tarehe 3.4.1989







**TIAN TANG GROUP TANZANIA LIMITED**

**FEASIBILITY STUDY**

**FOR INTERGRATED BUILDING MATERIALS PROJECT**

---

## **1.0 INTRODUCTION**

The Business Plan gives details for investment in high tech production of building materials of all types .The total project cost is US\$0.700 m.

## **2.0 The Company**

TIAN TANG GROUP TANZANIA LIMITED is a new venture which the firm wishes to venture into the production of building materials for the up market residential housing commercial and industrial complexes.

## **3.0 BACKGROUND**

The pace of investment has increased in the recent past and this is explained by the enabling environment conducive to investment. While the economy is relatively diversified a number of opportunities remain untapped. It is on this strength that the company wishes to embark on the production of building materials for the residential commercial and industrial complexes.

## **4.0 MISSION STATEMENT**

To become a premier manufacture and supplier of quality market lead building materials, which are in accordance with architectural and engineering structural specifications.

## 5.0 PROJECT SPONSOR

The promoters of the project are Chinese by nationality

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

ZHANG ZHI GANG	80%
LI BIN	20%

## 6.0 LOCATION

The project will be located at Kisemvule <sup>Village</sup> ~~Region~~ Mkuranga, <sup>Distric</sup> District, Coast Region. The location is well served by all the necessary infrastructure and environment requirements and well suited to the nature of the envisaged project.

## 7.0 PROJECT DESCRIPTION

Integrated Building materials project actively be involved in Production of brick and brick products, Manufacture of Colored Roofing Tiles and Roofing Panels ,Manufacture of round wire nails and Bricks Production.

## **Bricks Production**

The masonry brick plant to be sourced from China is capable of producing the following range of brick products.

- Vibrated Bricks
- Hollow Blocks
- Holes Bricks
- Interlock pavers

It is planned to utilize 60% of the plant capacity in the first year growing to 90% in the 4<sup>th</sup> year.

## **Colored Roofing tiles and Roofing Panels**

The plants for colored Tiles and panels will be sourced from China. It is anticipated that the production will annually grow by 15% and stabilize in the fourth year as indicated below. Production will strictly adhere to quality standards, for market positioning and effectively compete with the few importers (Nabaki Africa) and local manufacturers (ALAF). Galvanized coils and colored coils for colored tiles and roofing panels will be sourced from India, where prices are relatively competitive. It is planned to keep two months stock in line with the order lead times. Raw materials requirements are gauged to the annual production levels.

## **MARKET AND MARKET POTENTIAL**

Investor has opened up the potential window of business opportunities to local and foreign investors in various sector of the economy. Production of standard quality building materials for the opening up market for residential, commercial and industrial housing remains untapped sleeping giant. The provision of housing in urban centers and rural remains in adequate. Demand for housing stands at 800,000 units but supply is less than 20%.

### **Market Demand**

The demand for standard e.g. bricks which are in accordance with the engineering structural specification is enormous. There are few players, eg. Coastal Steel, Ltd, SS concrete products Ltd, Tembo Tiles, who can't meet this potential demand, a sleeping giant awaiting exploitation.

### **Bricks Market**

The firm targets 30% its brick production to the residential housing and 60% of heavy duty brick to the industrial and commercial high rise complexes.

## **8.4 Target Markets**

Real estate developers and builders for residential and self serviced apartments

- National Housing Corporation
- Tanzania Building Agency
- National Social Security Fund
- Parastatal Pension Fund
- Private developers
- Donor Funded Projects
- Tanzania People Defense forces Project
- Builders/contractors for commercial and light/heavy
- Industrial complexes.

## **Interlock Pavers Market**

Target Markets

- Residential pavers market
- Commercial pavers market
- Industrial pavers market
- Municipal pavers market
- Petrol station pavers market

The company sales force will be calling on architect's and engineers to push pave sales and strengthen concrete pave market specially the residential and Municipal markets. The benefit of pavers is that they can be replaced after repairs of underground utilities as a key consideration for paving

walkways. Pavers will also reduce costs, because expensive equipment is not required for removal of pavers, and can be reinstated after repair with minimum traffic interruption, with no destruction to the surroundings. Pavers are Eco friendly in the management of storm water run off.

## **Colored Tiles and Roofing Panels Market**

### **Domestic Market**

The company targets colored tiles to up market of individual and real estate developers/builders of residential houses. Colored tiles have the following advantages

- Corrosion resistant
- Light weight
- Burglar proof
- Noise proof
- Best fire resistance
- Less Dust retention

The roofing panels are targeted to the industrial and commercial complexes, very ideal for dust polluted areas as it offers the best dust release surface.

### **Export Market**

The company aims to at a later stage to stage export to neighboring countries Zambia, Mozambique, Rwanda and Burundi.

## **7 PROJECT COST AND FINANCING**

7.1 The total initial investment is US \$ 700,000 broken down as follows:

<b>ITEM</b>	<b>Project Cost</b>	<b>TOTAL</b>
<b>Land and Building</b>	<b>60,000</b>	<b>60,000</b>
<b>Machinery and plan</b>	<b>250,000</b>	<b>250,000</b>
<b>Vehicles</b>	<b>100,000</b>	<b>100,000</b>
<b>Furniture &amp; Fittings</b>	<b>30,000</b>	<b>30,000</b>
<b>Pre-Operating Expenses</b>	<b>25,000</b>	<b>25,000</b>
<b>Others</b>	<b>70,000</b>	<b>70,000</b>
<b>Working Capital</b>	<b>165,000</b>	<b>165,000</b>
<b>TOTAL COST</b>	<b>700,000</b>	<b>700,000</b>

### **FINANCING Pattern**

<b>Loan</b>	<b>700,000</b>	<b>700,000</b>
<b>TOTAL</b>	<b>700,000</b>	<b>700,000</b>

## **Land and Development**

The project will be situated at Kisemvule region Mkuranga District.

**Plant and Machinery** cost is estimated US\$. 250000 and Vehicles cost estimated is US100, 000.

**Furniture and fittings** cost estimated is US\$30000.

## **Operating Expense**

It is anticipated that the operating expenses will rise by 5% annually.

## **Labor**

The project will employ 27 people

## **Utilities**

These include electricity and water with annual estimate Marketing costs.

## **Advertisement**

The firm will undertake aggressive advertising and promotion to create public product awareness in pushing sales.

## **Administrative Overheads**

- Estimated annual units are as follows:
- Staff welfare
- Medical expenses
- Insurance
- Stationary
- Licenses
- Accountancy
- Bank charges
- Donations

## **Depreciation**

The details of depreciation charges are shown in appendix 'D' and the provisions have been calculated on straight-line basis.

a)	Land and building	5%
b)	Machinery/plant	10%
c)	Vehicles	25%
d)	Furniture & Fittings	12.5%
e)	Pre-operational Expense	20%

## **FINANCIAL ANALYSIS**

Revenue Assumptions

### **Direct Cost**

Raw materials, covering colored steel coils, galvanized coils and wire to nail coils will be imported from either China or India.

Cement and sand will be sourced locally .It is anticipated that the procurement prices will remain relatively stable.

### **Sales Revenue**

Sales will be generated from sales of three types of building materials:

### **Operating Expenses**

The company projected operating expenses in the first year in US\$ 0.3392

## **Cash flow Projections**

The cash flow is positive right from the first year. In short the company is able to repay all the obligations.

## **8 MANPOWER**

TIAN TANG GROUP TANZANIA LIMITED Ltd who is also the project promoter will coordinate the project to implementation.

A manpower requirement has been estimated at 27 workers

### **8.1 Training and Requirement**

The company will recruit the key staff and the operators 3 months before the operations start to enable them participate in the trial production.

## **9 PROJECT SOCIAL AND ECONOMIC JUSTIFICATION**

9.1 The project will create direct employment to about 27 people and indirect employment in the process of production handling packing marketing etc.

9.2 The project will contribute to poverty alleviation, in the sense that it will be ensuring constant income to families in meeting the basic needs like food clothing, education fees, homes improvement and development.

9.3 Government will generate revenue through corporate tax.

## **10.0 Conclusion and Recommendations**

### **Conclusion**

It is apparent from the above that establishment of the proposed project is expected to be a profitable undertaking. The proposed project if implemented, the shareholders of the company have confirmed to have the ability to meet all financial obligations. The economic impact from implementing and operating it is also positive.

### **Recommendations**

It is recommended that the proposed project be implemented at the earliest possible opportunity in the manner detailed herein.

**TIAN TANG GROUP TANZANIA LIMITED  
INVESTMENT COST**

**US\$**

<b>ITEM</b>	<b>Project Cost</b>	<b>TOTAL</b>
Land and Building	260,000	260,000
Machinery and plan	1,350,000	1,350,000
Vehicles	700,000	700,000
Furniture & Fittings	130,000	130,000
Pre-Operating Expenses	125,000	125,000
Others	270,000	270,000
Working Capital	165,000	165,000
<b>TOTAL COST</b>	<b>3,000,000</b>	<b>3,000,000</b>







## TIAN TANG GROUP TANZANIA LIMITED PROJECTED PROFIT AND LOSS ACCOUNTS

US\$ 000

YEAR	1	2	3	4	5	6	7	8	9	10
Sales Revenue	4559	5256	5913	6513	6513	6513	6513	6513	6513	6513
Less: Cost of Sales	3191	3679	4139	4559	4559	4559	4559	4559	4559	4559
Contribution	1368	1577	1774	1954	1954	1954	1954	1954	1954	1954
Less: Fixed Costs	201	201	201	201	201	201	201	201	201	201
Operating Surplus	1167	1376	1573	1753	1753	1753	1753	1753	1753	1753
<u>Capital Costs</u>										
Depreciation	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	134
Total capital cost	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>68</b>	<b>136</b>
Profit Before Tax	1099	1308	1505	1505	1505	1505	1505	1505	1505	1505
Taxable 30%	330	392	451	451	451	451	451	451	451	431
Net Profit	769	916	1054	1054	1054	1054	1054	1054	1054	1054
<b>Revenue Reserves</b>	<b>769</b>	<b>1685</b>	<b>2739</b>	<b>3793</b>	<b>4847</b>	<b>5901</b>	<b>6955</b>	<b>8009</b>	<b>9063</b>	<b>10117</b>

**THE COMPANIES ACT, 2002  
(ACT NO. 12 OF 2002)**

**PRIVATE COMPANY LIMITED BY SHARES**

**Memorandum And Articles Association**

**Of**

**TIAN TANG GROUP TANZANIA LIMITED**

**Drawn by:**

Li Bin

P.O. Box 3766,

Dar es Salaam.

**SUBSCRIBER**

TANZANIA

Stamp Duty Shs. 5000/-

PAID ON ORIGINAL

Receipt No. 82802 of 2/8/2011

Stamp Duty Officer

**THE COMPANIES ACT, 2002**

**(ACT NO. 12 OF 2002)**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**TIAN TANG GROUP TANZANIA LIMITED**

2500/-  
82802 of 2/8/2011  
Stamp Duty Officer

1. The name of the Company is **"TIAN TANG GROUP TANZANIA LIMITED"**
2. The Registered Office of the Company will be situated in The United Republic of Tanzania.
3. The objects for which the Company is established are:-
  - (a) To carry on business as manufactures ,importers, repairers and dealers in all types of building materials, cabinets, chests, furniture, glass, mirrors, hardware, pictures, carpets, mattresses and bedding, curtains and other fixtures, fittings, furnishings and things suitable for use, ornament or decoration in house, shop, office, hotel or other buildings
  - (b) To carry on the trades or business of builders, bricklayers, stone masons, house breakers, pointing contractors, shop front fitters, pavement light makers, painters, plasterers, decorators, French polishers, paper hangers, sanitary engineers, plumbers, joiners, carpenters, undertakers engineers, electricians, monumental masons, lime and cement merchants, steeplejacks, lightning conductor erectors and maintainers garage proprietors in their respective branches.
  - (c) To construct, erect, equip, carry on, work, develop, manage and control railways, tramways, gasworks, electricity works, waterworks, roads, bridges, viaducts, docks, harbours, aqueducts, piers, wharves, canals, reservoirs, irrigations, improvements, sewage and drainage works, and generally any work or works of a public or semi-public character, or of public utility.
  - (d) To carry on business as civil mechanical, electrical and general engineers; as metal and alloy makers, pavers, tar spraying and asphalt contractors, and concrete contractors, bricklayers, pile drivers dwellers, land clearers, pit sinkers, timber merchants, carpenters and woodworkers, dredging contractors builders, plumbers, painters, plasterers, decorators stevedores barge owners, lighter men, carriers, shipping and forwarding agents, and garage proprietors.
  - (e) To undertake the erection, construction, decoration, repair, cleansing and finishing of buildings, constructions and works of all kinds.

- (f) To manufacture, buy, sell and otherwise deals in glass, pottery, earthenware, bricks, stone, pipes, slates, tiles, concrete, lime cement, plaster, timber, steel, iron, metals and alloys generally, paints, enamels, polishes, lacquers, colours, distempers, papers, builders and decorators, requisites of every description cables, ropes, wires, electrical fittings, wireless broadcasting transmitters and receivers and apparatus and fittings
- (g) To purchase, take on lease or in exchange, or otherwise acquire and hold any lands or buildings wherever with, and to manage, farm or let the same or any part thereof for any period, and at such rent and on such conditions as the company shall think fit, or to develop the same of any part thereof as a building estate; and to construct and erect houses, flats, factories, warehouses and buildings of any kind thereon; to lay out roads and pleasure gardens and recreation grounds; to pull down alter or improve buildings; to plant, drain or otherwise improve the land or any part thereof
- (h) To construct, equip and carry on works for the manufacture of gas and electricity, and to lay mains, and pipes, install services and carry on the business of the provision and supply electricity and gas; to construct reservoirs and waterworks; to lay mains and pipes and supply water: and to provide and fix electric, gas and water fitting.
- (i) To carry on business as builders and decorators, joiners plumbers, metal workers, engineers, electricians, sanitary engineers, merchants and dealers in builders and decorators requisites of all kinds dealers, hotel keepers, house and estate agents, bankers, warehousemen, storage contractors, carriers, motor car, coach and lorry proprietors garage proprietors, tailors, dressmakers, boot and shoe dealers, hosiers hatters clothiers, fro mongers.
- (j) To carry on all or any of the trades or businesses of builders painters, decorators, French polishers, plumbers, metal and alloy workers, engineers, electricians, sanitary engineers, gas engineers joiners, furniture makers, upholsterers, coal, coke and fuel merchants, carriers, garage proprietors, wireless goods dealers, ironmongers and hardware dealers, storage contractors, and shop, office and house furnishers.
- (k) To carry in any part of the world and more particularly in Tanzania and elsewhere all kinds of Guarantees and Indemnity Business, to carry on life, fire, storm, marine, aerial, accident, employer's liability, workman's compensation disease, sickness, survivorship, ~~failure of issue, burglary, robbery, theft, fidelity and transit insurance~~ and in particular:
- (l) To carry on the business of life assurance in all its branches and in particular to grant or effect assurance of all kinds for payment of money by way of single payment, or by several annuities or otherwise, upon the happening of all or any of the following events, namely, the death, or marriage or birth, or survivor-ship, or failure of issue of or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of contingency or event which would or might be taken to affect the interest, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons, and also (in connection with assurances of the life or lives of the same person or persons, but not otherwise) to grant assurances payable upon or after the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily or mental incapacity.

- (m) To adopt such means of making known the aims of the company as may seem expedient and in particular by advertising in the press, by circular, purchase and exhibition of works, arts or interest, by publication of books and periodical, and by granting prizes, rewards and donations.
- (n) To acquire and undertake the whole or any of the business property and liabilities of any person, firm or company carrying on any business which the company is authorized to carry on, or possess property suitable for the purpose of this company.
- (o) To acquire, take over, promote, establish and carry on all or any business as traders, general merchants, commission agents, printers and stationers, imports and exporters, manufacturers, financiers, promoters and financial and monetary agents both in *Tanzania and elsewhere*, and to buy sell and deal in property, goods, produce, articles and merchandise of all kinds.
- (p) To carry on and import or export in connection therewith any trade or business whatsoever which may seem to the Company capable of being conveniently carried out by the Company with or ancillary to its general business or calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.
- (q) To invest and deal with the moneys of the Company not immediately required upon such security and in such manner as may from time to time be determined.
- (r) To make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments for the purpose of the Company.
- (s) To enter into arrangements for sharing profit, union of interest, amalgamation, joint venture, reciprocal concession or otherwise with any person or Company carrying on or about to carry on any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to take or otherwise acquire shares, and securities of any such Company and to sell, hold re-issued with or without guarantee or otherwise deal with the same.
- (t) To sell, to buy, improve, manage, develop, lease, mortgage, dispose of, and turn into account or otherwise deal with all or any of the Company's present or future property or rights.
- (u) To enter into any arrangements with any governments or authorities (Supreme, Municipal, local or otherwise) of any Corporations, Companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government authority, corporation, company or union any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (v) To lend money to, or grant or provide credit or financial accommodation to any person or Company in any case in which such grant or provision is considered likely

directly or indirectly to further any of the objects of the Company or the interests of its members.

- (w) To invest any moneys of the Company in such investments (other than shares in the Company or its holding Company, if any) and in such manner as may from time to time be determined, and to hold, sell or otherwise deal with such investments.
- (x) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with, or co-operate or participate in any way with, or assist or subsidize any Company or person carrying on any business within the objects of the Company.
- (y) To borrow and raise money and secure or discharge any debt or obligation or binding on the Company in such manner as may be thought fit, and in particular by mortgages or charges upon the undertaking and all or any of the real and personal property (present and future), and the uncalled capital of the Company or by the creation and issue of debentures stock or other obligations or securities of any description.
- (z) To sell, exchange, mortgage, let or rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any party thereof for such consideration as may be thought fit, and in particular for stocks, shares, debentures or other obligations or securities, whether full or partly paid up, of any other Company.
- (aa) To give any remuneration or other compensation or reward for services rendered in placing or producing subscription of, or otherwise assisting in the issue of, any shares, debentures or otherwise assisting in the issue of, any shares, debentures or other securities of the Company or the conduct of its business.
- (bb) To apply for, hold purchase or otherwise acquire any patents grovels invention, licenses, and the like, conferring any exclusive or limited right to use any secret or any information which may seem to the Company capable of being dealt with.
- (cc) To procure, the registration or Incorporation of the Company in or under the laws of any place outside Tanzania.
- (dd) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful objects, or for any exhibition, or for any purpose.
- (ee) To establish or promote, or concur or participate in establishing or promoting any Company the establishment or promotion of which shall be considered desirable in the interests of the Company and to subscribe for, underwrite, purpose or otherwise acquire the shares, stocks and securities of any such Company carrying on or proposing to carry on any business or activity within the objects of the Company.

And shall be construed in as wide a sense as if each o the said paragraphs defined the objects of a separate, district and independent Company.

4. The liability of the Members is Limited.
5. The authorized share capital of the company is Tsh. 3,000,000,000, (Tanzania Shillings three billion) divided into 300,000 (Three Hundred Thousand) ordinary shares of shillings 10,000 (Ten Thousand shillings) each.

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, POSTAL ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURE OF SUBSCRIBERS
ZHANG ZHI GANG P.O. BOX 3766 DAR ES SALAAM	240,000	张志刚
LI BIN P.O. BOX 3766 DAR ES SALAAM	60,000	李斌

Dated this 26<sup>th</sup> day of July, 2011.

WITNESS to the above Signatures:-

Full Name: EMANUEL MABUKU MUMBA  
 Signature: [Signature]  
 Postal Address: 10251  
DAR ES SALAAM  
 Qualification: ADVOCATE



TANZANIA

Stamp Duty Shs. 5000/-

PAID ON ORIGINAL

Receipt No. 82807 of 2/8/2011

R. K. K. K.

Stamp Duty Office

## THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

### PRIVATE COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

OF

### TIAN TANG GROUP TANZANIA LIMITED

#### PRELIMINARY

1. The regulations in Table A in the First Schedule to the Companies Act, 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

#### INTERPRETATION

In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

#### WORDS AND MEANINGS

“Articles” these Articles of Association as originally framed or as altered from time to time by special resolution.

“Articles” means these Articles of Association of **TIAN TANG GROUP TANZANIA LIMITED**

“Board” means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum has been attained.

“Company” shall mean of **TIAN TANG GROUP TANZANIA LIMITED**

“Month” shall mean a calendar month.

“A Shareholder”: Any holder from time to time of the shares.

“The Directors”: The directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present.

“The Office” : *The registered office for the time being of the company.*

“The Act” : The Companies Act, 2002 and every statutory modification and re-enactment thereof for the time being in force.

2. The company is private company and accordingly, no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of

2500/-  
82802 =  
R. K. K. K. 2/8/2011

the company, nor shall the company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public.

The company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the company, provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage and the requirements of section 56 of the Act shall be observed.

3. (a) The Directors may subject to Article 48 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.  
  
(b) The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share capital of the company upon its incorporation.  
  
(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the company to be allotted after the expiry of such authority.
4. If two or more persons are registered as joint holders of any shares any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such shares.
5. No person shall be recognized by the company as holding any share upon any trust and the company shall not be bound by or required to recognize equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provide or as required by law.

#### SHARE CAPITAL

6. ~~The authorized share capital of the company is Tsh. 3,000,000,000 (Tanzania Shillings Three Billion) divided into 300,000 (Three Hundred Thousand) ordinary shares of shillings 10,000 (Ten Thousand) each with such rights, privileges or conditions as may be determined by or in such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.~~

#### SHARES

7. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares any share in the capital of the company may be issued with such preferred, differed or other special rights or such restrictions, whether in regard to dividend, voting return of capital or otherwise as the company may from time to time by ordinary resolution determine.

8. Subject to the provisions of Companies Act 2002, any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are or at the option of the company are liable to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issued of further shares ranking *pari passu* therewith.
10. If any time the shares capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting provisions of this articles relating to general meetings shall mutants apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
11. Every person whose name is entered as member in the register of members shall without payment, be entitled to one certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share of shares held jointly by several persons the company shall be bound to issue more than one certificate and delivery of certificate of a shares to one of several jointly holders shall be sufficient delivery to all.
12. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings, and on such terms, if any as to evidence and indemnity as the directors think fit.

#### LIEN

13. The company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share and the company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him/her or his/her estate to the company, but the directors may at any time declare any shares to be wholly or in part exempt from the provisions of this article. The company's lien, if any on a share shall extend to all dividends payable thereon.
14. The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the share.
15. For giving effect to any such sale the directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he/she shall not be found to see to the

application of the purchaser money nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings in references to the sale.

16. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the company on behalf of the person entitled to the shares at the date of the sale.

### **CALLS ON SHARES**

17. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and each member shall (subject to perceiving at least fourteen days notice specifying the time or times of payment) pay to the company at the time or times of specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
18. The joint holders of shares shall be jointly and severally liable to pay all calls in respect hereof.
19. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from time to time from the day appointed for payment thereof to the time of actual payment, but the directors shall be at liberty waive payment of the interest wholly or in part.
20. The provisions of these articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of shares, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium, as if the same has become payable by virtue of a call duly made and notified.
21. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
22. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of any company in general meeting the bank rate existing from time as may be agreed upon between the member paying the sum in advance and the directors.

### **TRANSFER AND TRANSMISSION**

23. Subject to the provisions hereinafter continued shares in the company shall be transferable by written instrument in the common form signed by both the transfer and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

24. The directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of share on which the Company has alien. The directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless:-

- a. A fee not exceeding shillings two hundred and fifty is paid to the Company in respect thereof, and
- b. The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require showing the right of the transfer to make the transfer.

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

25. The personal representatives of a deceased sole holder of share shall be the only person recognized by the Company as having any title to the share. In the case of shares registered in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the company as having any title to the share.

26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the shares or, instead of being registered himself/herself, to make such transfer of share as the deceased or bankrupt person could have made; but the directors shall, in either case, have same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

27. Except as hereinafter provide no share in the company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

28. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vender) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale of the said shares in one or more lots at the discretion of the board to members of the company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.

29. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be sold and invite each of them to state in writing within twenty one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.

30. At the expiration of the said twenty-one days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to

purchase as aforesaid, and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he make default in so doing the chairman for the time being of the directors of the company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.

31. In the event of the whole of the said shares not being purchased under article 28 the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to article 17) and at any price.
32. Articles 25,26,27,28 and 29 here of shall not apply to a transfer to a person who is already a member of the company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of a deceased member, nor to a transfer by trustee to a beneficiary, provided that it is proved to the satisfaction of the board that the transfer bona fide falls within one of these exceptions.

#### **FORFEITURE OF SHARES AND EXPROPRIATION OF SMALL HOLDINGS**

33. If a member fails to pay any call or instalment of a call, on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or instalments remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
34. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
35. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and such forfeiture shall extend to any dividends in respect of any shares so forfeited not actually paid at the date of the said notice.
36. Forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

37. A person whose shares have been forfeited shall ceased to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the company all moneys which, at the date of the forfeiture, were presently payable by him to the company in respect of the shares, but his liability shall cease if and when the company receive payment in the full of the nominal amount of the shares.
38. The holders for the time being of four fifths of the issued shares in the company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of article 23 shall apply to the execution of transfer of the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.
39. A statutory declaration in writing that the declarant is a director of the company and that a share in the company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture or expropriation, sale or disposal of the share.
40. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### ALTERATION OF CAPITAL

41. The company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
42. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue be offered to such persons as at the date of the offer are entitled to receive notices from the company of general meetings in proportion, as early as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration to that time or on receipt of an intimation from the person to whom the offer is made that he/her declines to accept the shares offered the directors may dispose of the same in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled

to an offer of new shares cannot in the opinion of the director, be conveniently offered under this article.

43. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation and otherwise as the shares in the original share capital.
44. The company may by any ordinary resolution:-
- a. Consolidate and divide all or any of its share capital into shares of larger amount than existing shares.
  - b. Sub-divide its existing shares, or any of them, into shares of smaller amount than *is fixed by the memorandum of association, subject, nevertheless, to the companies Act.*
  - c. Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and may by special resolution.
  - d. Reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized and consent required by law.

### **GENERAL MEETINGS**

45. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting and that of the next. Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and at such place as the directors shall appoint.
46. All general meeting other than the annual general meeting shall be called extraordinary general meetings.
47. The directors may, whenever they think fit, convene an extraordinary general meeting. If at any time there are not within the United Republic of Tanzania sufficient directors capable of acting to form a quorum, any director or any one member of the company may convene an extraordinary general meeting in the same manner as early as possible as that in which meeting may be convened by the directors.

### **PROCEEDINGS AT GENERAL MEETINGS**

48. An annual general meeting and a meeting called for the passing of special resolution shall be called by twenty one days' notice in writing at the least and all other meetings by fourteen days' notice in writing at least. Such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of the business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be prescribed by company in general meeting to such persons as are under these articles, entitled to receive such notices from the company, but with the consent of all the members entitled to receive notice of some particular meeting.

that meeting may be convened by such shorter notice and in such manner as those members may think fit.

49. The accidental omission to give notice to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meetings.
50. All business shall be deemed special that is transacted at a n extraordinary general meeting and all that is transacted at an annual general meeting, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheet and the ordinary report of the directors and auditors, the election of directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the directors.
51. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, same as herein otherwise provided two members personally present shall be a quorum.
52. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and any other case it shall stand adjourned to the same day in the next week, at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
53. The chairman, if any of the board of directors shall preside as chairman at every general meeting of the company.
54. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose someone of their member to be chairman.
55. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty or more days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
56. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member entitled to vote present in person or by proxy and unless a poll is so demanded, a declaration by the chairman that the resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
57. If a poll is duly demanded it shall be taken in same manner as the chairman directs and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

58. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the polls demanded, shall be entitled to a second or casting vote.
59. A poll demanded on the election of a chairman, or in a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
60. Any ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all the directors or a sole director and of members of the company holding three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the company duly convened and held.

### **VOTES OF MEMBERS**

61. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each shares of which he is the holder.
62. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of member.
63. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee a curator bonus, or other person in the nature of a committee or curator boons appointed by that court and any such committee, curator boons, or other person may, on a poll, vote by proxy.
64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him/her in respect of shares in the company have been paid.
65. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purpose. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
66. On a poll votes may be given either personally or by proxy.
67. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except at a poll.
68. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a naturally certified copy of that power or authority shall be

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deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

69. An instrument appointing a proxy may be in the following form, or in any other form which the directors shall approve:-

### **TIAN TANG GROUP TANZANIA LIMITED**

I .....a member of **TIAN TANG GROUP TANZANIA LIMITED**

do hereby appoint.....of..... as my proxy to vote for me and on my behalf at the Annual / Extraordinary General Meeting of the Company to be held on the .....day of .....20 .....and at any adjournment thereof.

Signed this.....day of.....20.....

70. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

### **DIRECTORS**

71. The first directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association. Unless and until otherwise determined by the company by ordinary resolution, the number of directors shall not be less than two.
72. The names of the first directors of the company are as follows:-

**1 ZHANG ZHI GANG**

**2. LI BIN**

73. (1) The remuneration of the directors shall from time to time be determined by the company in general meeting.
- (2) In addition to their usual remuneration the directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of directors.
74. Any director may in writing appoint any person, who is approved by the majority of the directors to be his proxy and to represent him in meetings, which he/her is unable to be

present. Every such alternate shall be entitled to notice of meeting of the directors and to attend and vote there at as a director when the person appointing him is not personally present, and where he/her is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the company and shall not be deemed to be the agent of the director appointing him/her. The remuneration of such alternate shall be payable to the director appointing him/her and the proposition thereof shall be agreed between them. An alternate director need not hold any share qualification.

75. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the company and at any separate meeting of the holders of any class of shares in the company.
76. The company may by extraordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his/her stead. A vacancy occurring in the board of directors may be filled up by the company by an ordinary resolution.

#### **POWERS AND DUTIES OF DIRECTORS.**

77. The business of the company shall be managed by the directors, who may pay all expenses incurred in forming and registering the company, and may exercise all such powers of the company as are not, by the companies Act 2002 or any statutory modification thereof, for the time being in force, or by these articles, require to be exercised by the company in general meeting subject nevertheless to the provisions of these articles and of the said ordinance and the exercise of such powers shall be subject to control of any general meeting of the company specially convened for the purpose, but no resolution of the company in general meeting shall invalidate any prior act of the directors which would have been valid if that resolution had not been passed.
78. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partially in another) as they may think fit. The office of managing director shall be subject to determination ipso fact if he ceases from any cause to be a director, or if the company in general meeting resolves that his/her tenure of the office of managing director of manager be determined.
79. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property, uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the company or of any third party.
80. The directors shall duly comply with the provisions of the Companies Act, 2000 or any statutory modification thereof for the time being in force, and particular with the provisions in regard to registration of the particulars of mortgages and charges affecting the property of the company, or created by it, and to keeping a register of the directors and secretaries and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of shares capital, or conversion of shares into stock, and copies of special and

extraordinary resolutions, and a copy of the register of directors and notification of any changes therein.

81. The directors shall cause minutes to be made in the books provided for the purpose:-
- a. Of all appointments of officers made by the directors
  - b. Of the names of the directors present at each meeting of the directors and of any committee of the directors
  - c. Of all resolutions and proceedings at all meetings of the Company, and of the directors, and of committees of directors and every director present at any meeting of directors shall sign his/her name in a book to be kept for that purpose.

#### **DISQUALIFICATION OF DIRECTORS**

82. The office of any director shall be vacated, if the director:
- a. Resigns his office by notice in writing to the company; or
  - b. Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under section 147 of the Bankruptcy Ordinance; or
  - c. Is found to be lunatic or becomes unsound mind or
  - d. Is punished with imprisonment of a term exceeding six months without the option of fine; or
  - e. Is requested in writing by all his/her co-directors to resign.
83. Any director or any company of firm of which a director is a member, may enter into contracts with the company and any director may vote as a director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract, provided always that unless he be at the time sole director he must disclose his interest to his co-directors before the contract is entered into by the directors, and if he be at the time sole directors be interested contract the contract must be entered into by the company in general meeting, and before the contract is entered into the director or directors must disclose his or their interest to the meeting.

#### **PROCEEDINGS OF DIRECTORS**

84. The directors may meet together for the dispatch of, adjourn and otherwise regulate their meetings, as they think fit, question arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
85. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two.
86. The continuing directors may act notwithstanding any vacancy in the body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of directors, the continuing director may act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
87. The directors may elect a chairman of their general meeting and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the

chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of their meeting.

88. The directors may delegate any of their powers to committees consisting of such members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegate conform to any regulation that may be imposed on them by the directors.
89. A committee may elect a chairman of their meeting, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose any of their number to be chairman of the meeting.
90. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall determine by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
91. All acts done by any meeting of the directors or of a committee of directors, or any person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed to be a director.
92. A resolution determined on without any meeting of directors and evidenced by writing under the hands of all directors, or sole director, or of all members of a committee, or of sole member of a committee, shall be as valid and effectual as resolution duly passed at meeting of the directors or of such committee.

#### **MANAGING DIRECTOR**

93. The Directors may from time to time appoint a Managing Director who may not necessarily be out of their body for such a period and on such terms as they think fit, and *subject to the terms of agreement entered into in any such particular case, may revoke such an appointment.*
94. Managing Director shall receive such remuneration as the Directors may determine.

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#### **SECRETARY**

95. The Directors shall appoint a Secretary of the Company on such terms, at such remuneration and upon such conditions, as they may think fit, and they may remove the Secretary appointed by directors' board resolution.

#### **THE SEAL**

96. The Director shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the Seal Secretary or by a second director or by some other person appointed by the directors for the purpose but so that the directors may by resolution determine, either generally or in any particular case, that the signature of any director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means

is by such restricted to certificates which have first been approved for sealing by the Auditors, Transfer Auditors, Transfer Agents or Bankers of the company in writing.

### **DIVIDENDS AND RESERVE**

97. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
98. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.
99. No dividends shall be paid otherwise than out profits.
100. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of shares in the company dividends may be declared and paid according to the amount of the shares. No amount paid on a share in advance of call shall, while carrying interest, be treated for purpose of this article as paid on the share.
101. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit.
102. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividends payable on the shares.
103. No dividend shall bear interest against the company.

### **ACCOUNTS**

104. The directors shall cause proper books of accounts to be kept with respect to:-
  - All sums of money received and expended by the company, and the matters in respect of which the receipt and expenditure takes place.
  - All sales and purchases of goods by the company and the Assets and liabilities of the company. Proper books of account means such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transaction.
105. The books of accounts shall be kept at the registered office of the company, or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
106. The directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being

directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the directors or by the company in general meeting.

107. The directors shall from time to time in accordance with section 153 of the Companies Act 2002 or any statutory modification thereof for the time being in force, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheet, group accounts (if any) and reports as are referred to in this section.
108. A copy of every balance sheet (including every document required by the law to be annexed thereto) which is to be laid before the company in General meeting before the date of the meeting together either a copy of the auditors report, shall not less than twenty one days be sent to every member of, and every holder of debentures of, the company and to every person registered under regulations 19. Provided that the regulation shall not require a copy of those documents to be sent to any member of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

### **CAPITALISATION OF PROFITS**

109. The company in general meeting may upon the recommendation of the directors resolve that the desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled there to distributed by law of dividend and in the same proportions on conditions that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full shares not issued or debentures of the company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution.

Provided that a shares premium account and capital redemption reserve fund may, for the purpose of this regulation, only be applied in the paying up of shares not issued to be issued to members of the company as fully paid bonus shares.

110. Whenever such resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issue of fully paid up shares or debentures, if any, and generally shall do all acts and things to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, or any other shares or debentures to which they may be entitled up on such capitalization, or (as the case may require) for the payment up by the company or their behalf, by the application thereto of their respective proportions of the profits of the resolved to be capitalized of the amounts or any part of

the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effectively and binding on all such members.

### AUDIT

111. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an auditor.
112. The Directors shall appoint the first auditor who will hold office until the first annual general meeting.
113. *The Directors may fill up any casual vacancy in the office of auditor.*
114. The remuneration of the auditor shall be fixed by the Company in general meeting, except that the remuneration of any auditor appointed by the Directors may be fixed by the Directors.

### NOTICES

115. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if has registered address in Tanzania, to the address, if any, within Tanzania supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed effected by properly addressing, prepaying and posting a letter containing the notice and , unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
116. If a member has no registered address in Tanzania and has not supplied to the company an address within The Republic of Tanzania for the giving of notices to him, a notices to him, a notice addressed to him/her, and displaced in the registered office of the company, shall be deemed to be dully given on the day on which it is so displayed.
117. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
118. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, at the address, if any in the United Republic of Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
119. Notice of any general meeting shall be given in the same manner hereinbefore authorized to (a) every member of the company except those members who (having no registered address within the United Republic of Tanzania) have not supplied to the company an address within the United Republic of Tanzania for the giving of notices to them, (b) every person entitled to share in consequence of death or bankruptcy of a

member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and (c) the auditors for the time being of the company. No other person shall be entitled to receive notices of general meetings.

#### **WINDING UP**

120. If the company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Companies Act, 2002 divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such decision shall be carried out as *between the members or different classes of members. The Liquidator may, with sanction, vest the whole or any part of the assets in trustees up on such trusts for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.*

#### **INDEMNITY**

121. Subjected to the provisions of the Companies Act, 2002 every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified in any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

#### **ALTERATIONS OR ADDITIONS**

122. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by special resolution make alterations or additions to the Articles of Association and any such alterations or additions as made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

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, POSTAL ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURE OF SUBSCRIBERS
ZHANG ZHI GANG P.O. BOX 3766 DAR ES SALAAM	240,000	张志刚
LI BIN P.O. BOX 3766 DAR ES SALAAM	60,000	李斌

Dated this 26<sup>th</sup> day of July 2011.

WITNESS to the above Signatures:-

Full Name: Benjamin M. Mwanuzi Mumba

Signature: [Handwritten Signature]

Postal Address: [Handwritten Address]

Qualification: [Handwritten Qualification]

**THE COMPANIES ACT, 2002  
(ACT NO. 12 OF 2002)**

**PRIVATE COMPANY LIMITED BY SHARES**

**Memorandum And Articles Association**

**Of**

**TIAN TANG GROUP TANZANIA LIMITED**

**Drawn by:**

Li Bin

P.O. Box 3766,

Dar es Salaam.

**SUBSCRIBER**

TANZANIA

Stamp Duty Shs. 5000/-

PAID ON ORIGINAL

Receipt No. 82802/218/2011

Stamp Duty Officer

THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TIAN TANG GROUP TANZANIA LIMITED

25000/-  
82802/218/2011  
Stamp Duty Officer

1. The name of the Company is "**TIAN TANG GROUP TANZANIA LIMITED**"
2. The Registered Office of the Company will be situated in The United Republic of Tanzania.
3. The objects for which the Company is established are:-
  - (a) To carry on business as manufactures ,importers, repairers and dealers in all types of building materials, cabinets, chests, furniture, glass, mirrors, hardware, pictures, carpets, mattresses and bedding, curtains and other fixtures, fittings, furnishings and things suitable for use, ornament or decoration in house, shop, office, hotel or other buildings
  - (b) To carry on the trades or business of builders, bricklayers, stone masons, house breakers, pointing contractors, shop front fitters, pavement light makers, painters, plasterers, decorators, French polishers, paper hangers, sanitary engineers, plumbers, joiners, carpenters, undertakers engineers, electricians, monumental masons, lime and cement merchants, steeplejacks, lightning conductor erectors and maintainers garage proprietors in their respective branches.
  - (c) To construct, erect, equip, carry on, work, develop, manage and control railways, tramways, gasworks, electricity works, waterworks, roads, bridges, viaducts, docks, harbours, aqueducts, piers, wharves, canals, reservoirs, irrigations, improvements, sewage and drainage works, and generally any work or works of a public or semi-public character, or of public utility.
  - (d) To carry on business as civil mechanical, electrical and general engineers; as metal and alloy makers, pavers, tar spraying and asphalt contractors, and concrete contractors, bricklayers, pile drivers dwellers, land clearers, pit sinkers, timber merchants, carpenters and woodworkers, dredging contractors builders, plumbers, painters, plasterers, decorators stevedores barge owners, lighter men, carriers, shipping and forwarding agents, and garage proprietors.
  - (e) To undertake the erection, construction, decoration, repair, cleansing and finishing of buildings, constructions and works of all kinds.

- (f) To manufacture, buy, sell and otherwise deals in glass, pottery, earthenware, bricks, stone, pipes, slates, tiles, concrete, lime cement, plaster, timber, steel, iron, metals and alloys generally, paints, enamels, polishes, lacquers, colours, distempers, papers, builders and decorators, requisites of every description cables, ropes, wires, electrical fittings, wireless broadcasting transmitters and receivers and apparatus and fittings
- (g) To purchase, take on lease or in exchange, or otherwise acquire and hold any lands or buildings wherever with, and to manage, farm or let the same or any part thereof for any period, and at such rent and on such conditions as the company shall think fit, or to develop the same or any part thereof as a building estate; and to construct and erect houses, flats, factories, warehouses and buildings of any kind thereon; to lay out roads and pleasure gardens and recreation grounds; to pull down alter or improve buildings; to plant, drain or otherwise improve the land or any part thereof
- (h) To construct, equip and carry on works for the manufacture of gas and electricity, and to lay mains, and pipes, install services and carry on the business of the provision and supply electricity and gas; to construct reservoirs and waterworks; to lay mains and pipes and supply water: and to provide and fix electric, gas and water fitting.
- (i) To carry on business as builders and decorators, joiners plumbers, metal workers, engineers, electricians, sanitary engineers, merchants and dealers in builders and decorators requisites of all kinds dealers, hotel keepers, house and estate agents, bankers, warehousemen, storage contractors, carriers, motor car, coach and lorry proprietors garage proprietors, tailors, dressmakers, boot and shoe dealers, hosiers hatters clothiers, fro mongers.
- (j) To carry on all or any of the trades or businesses of builders painters, decorators, French polishers, plumbers, metal and alloy workers, engineers, electricians, sanitary engineers, gas engineers joiners, furniture makers, upholsterers, coal, coke and fuel merchants, carriers, garage proprietors, wireless goods dealers, ironmongers and hardware dealers, storage contractors, and shop, office and house furnishers.
- (k) To carry in any part of the world and more particularly in Tanzania and elsewhere all kinds of Guarantees and Indemnity Business, to carry on life, fire, storm, marine, aerial, accident, employer's liability, workman's compensation disease, sickness, survivorship, ~~failure of issue, burglary, robbery, theft, fidelity and transit insurance~~ and in particular:
- (l) To carry on the business of life assurance in all its branches and in particular to grant or effect assurance of all kinds for payment of money by way of single payment, or by several annuities or otherwise, upon the happening of all or any of the following events, namely, the death, or marriage or birth, or survivor-ship, or failure of issue of or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of contingency or event which would or might be taken to affect the interest, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons, and also (in connection with assurances of the life or lives of the same person or persons, but not otherwise) to grant assurances payable upon or after the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily or mental incapacity.

- (m) To adopt such means of making known the aims of the company as may seem expedient and in particular by advertising in the press, by circular, purchase and exhibition of works, arts or interest, by publication of books and periodical, and by granting prizes, rewards and donations.
- (n) To acquire and undertake the whole or any of the business property and liabilities of any person, firm or company carrying on any business which the company is authorized to carry on, or possess property suitable for the purpose of this company.
- (o) To acquire, take over, promote, establish and carry on all or any business as traders, general merchants, commission agents, printers and stationers, imports and exporters, manufacturers, financiers, promoters and financial and monetary agents both in *Tanzania and elsewhere, and to buy sell and deal in property, goods, produce, articles and merchandise of all kinds.*
- (p) To carry on and import or export in connection therewith any trade or business whatsoever which may seem to the Company capable of being conveniently carried out by the Company with or ancillary to its general business or calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.
- (q) To invest and deal with the moneys of the Company not immediately required upon such security and in such manner as may from time to time be determined.
- (r) To make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable instruments for the purpose of the Company.
- (s) To enter into arrangements for sharing profit, union of interest, amalgamation, joint venture, reciprocal concession or otherwise with any person or Company carrying on or about to carry on any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to take or otherwise acquire shares, and securities of any such Company and to sell, hold re-issued with or without guarantee or otherwise deal with the same.
- (t) To sell, to buy, improve, manage, develop, lease, mortgage, dispose of, and turn into account or otherwise deal with all or any of the Company's present or future property or rights.
- (u) To enter into any arrangements with any governments or authorities (Supreme, Municipal, local or otherwise) of any Corporations, Companies or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such government authority, corporation, company or union any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable *and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.*
- (v) To lend money to, or grant or provide credit or financial accommodation to any person or Company in any case in which such grant or provision is considered likely

directly or indirectly to further any of the objects of the Company or the interests of its members.

- (w) To invest any moneys of the Company in such investments (other than shares in the Company or its holding Company, if any) and in such manner as may from time to time be determined, and to hold, sell or otherwise deal with such investments.
- (x) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with, or co-operate or participate in any way with, or assist or subsidize any Company or person carrying on any business within the objects of the Company.
- (y) To borrow and raise money and secure or discharge any debt or obligation or binding *on the Company in such manner as may be thought fit, and in particular by mortgages or charges upon the undertaking and all or any of the real and personal property (present and future), and the uncalled capital of the Company or by the creation and issue of debentures stock or other obligations or securities of any description.*
- (z) To sell, exchange, mortgage, let or rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any party thereof for such consideration as may be thought fit, and in particular for stocks, shares, debentures or other obligations or securities, whether full or partly paid up, of any other Company.
- (aa) To give any remuneration or other compensation or reward for services rendered in placing or producing subscription of, or otherwise assisting in the issue of, any shares, debentures or otherwise assisting in the issue of, any shares, debentures or other securities of the Company or the conduct of its business.
- (bb) To apply for, hold purchase or otherwise acquire any patents grovels invention, licenses, and the like, conferring any exclusive or limited right to use any secret or any information which may seem to the Company capable of being dealt with.
- (cc) To procure, the registration or Incorporation of the Company in or under the laws of any place outside Tanzania.
- (dd) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful objects, or for any exhibition, or for any purpose.
- (ee) To establish or promote, or concur or participate in establishing or promoting any Company the establishment or promotion of which shall be considered desirable in the interests of the Company and to subscribe for, underwrite, purpose or otherwise acquire the shares, stocks and securities of any such Company carrying on or proposing to carry on any business or activity within the objects of the Company.

And shall be construed in as wide a sense as if each o the said paragraphs defined the objects of a separate, district and independent Company.

4. The liability of the Members is Limited.
5. The authorized share capital of the company is Tsh. 3,000,000,000, (Tanzania Shillings three billion) divided into 300,000 (Three Hundred Thousand) ordinary shares of shillings 10,000 (Ten Thousand shillings) each.

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, POSTAL ADDRESS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURE OF SUBSCRIBERS
ZHANG ZHI GANG P.O. BOX 3766 DAR ES SALAAM	240,000	张志刚
LI BIN P.O. BOX 3766 DAR ES SALAAM	60,000	李斌

Dated this 20<sup>th</sup> day of July 2011.

WITNESS to the above Signatures:-

Full Name: Francis Mwanuzi Mushi

Signature: [Signature]

Postal Address: 15051  
Dar es Salaam

Qualification: Advocate



TANZANIA

Stamp Duty Sha. 5000/-

PAID ON ORIGINAL

Receipt No. 82807 of 2/18/2011

R. K. K. K.

Stamp Duty Office

## THE COMPANIES ACT, 2002

(ACT NO. 12 OF 2002)

### PRIVATE COMPANY LIMITED BY SHARES

### ARTICLES OF ASSOCIATION

OF

### TIAN TANG GROUP TANZANIA LIMITED

#### PRELIMINARY

1. The regulations in Table A in the First Schedule to the Companies Act, 2002 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

#### INTERPRETATION

In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

#### WORDS AND MEANINGS

“Articles” these Articles of Association as originally framed or as altered from time to time by special resolution.

“Articles” means these Articles of Association of **TIAN TANG GROUP TANZANIA LIMITED**

“Board” means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum has been attained.

“Company” shall mean of **TIAN TANG GROUP TANZANIA LIMITED**

“Month” shall mean a calendar month.

“A Shareholder”: Any holder from time to time of the shares.

“The Directors”: The directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present.

“The Office” : *The registered office for the time being of the company.*

“The Act” : The Companies Act, 2002 and every statutory modification and re-enactment thereof for the time being in force.

2. The company is private company and accordingly, no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of

2500/-  
82802  
2/18/2011  
R. K. K. K.

the company, nor shall the company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public.

The company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the company, provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage and the requirements of section 56 of the Act shall be observed.

3. (a) The Directors may subject to Article 48 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.  
  
(b) The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share capital of the company upon its incorporation.  
  
(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the company to be allotted after the expiry of such authority.
4. If two or more persons are registered as joint holders of any shares any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such shares.
5. No person shall be recognized by the company as holding any share upon any trust and the company shall not be bound by or required to recognize equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provide or as required by law.

## SHARE CAPITAL

6. The authorized share capital of the company is Tsh. 3,000,000,000 (Tanzania Shillings Three Billion) divided into 300,000 (Three Hundred Thousand) ordinary shares of shillings 10,000 (Ten Thousand) each with such rights, privileges or conditions as may be determined by or in such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

## SHARES

7. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares any share in the capital of the company may be issued with such preferred, differed or other special rights or such restrictions, whether in regard to dividend, voting return of capital or otherwise as the company may from time to time by ordinary resolution determine.

8. Subject to the provisions of Companies Act 2002, any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are or at the option of the company are liable to be redeemed on such terms and in such manner as the company before the issue of the shares may by special resolution determine.
9. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed not to be varied by the creation or issued of further shares ranking *pari passu* therewith.
10. If any time the shares capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting provisions of this articles relating to general meetings shall mutants apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
11. Every person whose name is entered as member in the register of members shall without payment, be entitled to one certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share of shares held jointly by several persons the company shall be bound to issue more than one certificate and delivery of certificate of a shares to one of several jointly holders shall be sufficient delivery to all.
12. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings, and on such terms, if any as to evidence and indemnity as the directors think fit.

#### LIEN

13. The company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share and the company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him/her or his/her estate to the company, but the directors may at any time declare any shares to be wholly or in part exempt from the provisions of this article. The company's lien, if any on a share shall extend to all dividends payable thereon.
14. The company may sell, in such manner as the directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the share.
15. For giving effect to any such sale the directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he/she shall not be bound to see to the

application of the purchaser money nor shall his/her title to the shares be affected by any irregularity or invalidity in the proceedings in references to the sale.

16. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the company on behalf of the person entitled to the shares at the date of the sale.

#### **CALLS ON SHARES**

17. The directors may from time to time make calls upon the members in respect of any *moneys unpaid on their shares and each member shall (subject to perceiving at least fourteen days notice specifying the time or times of payment) pay to the company at the time or times of specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.*
18. The joint holders of shares shall be jointly and severally liable to pay all calls in respect hereof.
19. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from time to time from the day appointed for payment thereof to the time of actual payment, but the directors shall be at liberty waive payment of the interest wholly or in part.
20. The provisions of these articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of shares, becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium, as if the same has become payable by virtue of a call dully made and notified.
21. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
22. The directors may, if they think fit, receive from any member willing to advance the *same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance, become presently payable) pay interest at such rated (not exceeding, without the sanction of any company in general meeting the bank rate existing from time as may be agreed upon between the member paying the sum in advance and the directors.*

#### **TRANSFER AND TRANSMISSION**

23. Subject to the provisions hereinafter continued shares in the company shall be transferable by written instrument in the common form signed by both the transfer and transferee, ad the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

24. The directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of share on which the Company has alien. The directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless:-
- a. A fee not exceeding shillings two hundred and fifty is paid to the Company in respect thereof, and
  - b. The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require showing the right of the transfer to make the transfer.

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

25. The personal representatives of a deceased sole holder of share shall be the only person recognized by the Company as having any title to the share. In the case of shares registered in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the company as having any title to the share.
26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right, either to be registered as a member in respect of the shares or, instead of being registered himself/herself, to make such transfer of share as the deceased or bankrupt person could have made; but the directors shall, in either case, have same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
27. *Except as hereinafter provide no share in the company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.*
28. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vender) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale lot the said shares in one or more lots at the discretion of the board to members of the company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.
29. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be sold and invite each of them to state in writing within twenty one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.
30. At the expiration of the said twenty-one days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to

purchase as aforesaid, and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he make default in so doing the chairman for the time being of the directors of the company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the *register of members as holder by transfer of the shares purchased by him.*

31. In the event of the whole of the said shares not being purchased under article 28 the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to article 17) and at any price.
32. Articles 25,26,27,28 and 29 here of shall not apply to a transfer to a person who is already a member of the company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of a deceased member, nor to a transfer by trustee to a beneficiary, provided that it is proved to the satisfaction of the board that the transfer bona fide falls within one of these exceptions.

#### **FORFEITURE OF SHARES AND EXPROPRIATION OF SMALL HOLDINGS**

33. If a member fails to pay any call or instalment of a call, on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or instalments remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
34. The notice shall name a further day (not earlier than the expiration of fourteen days from the data of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
35. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and such forfeiture shall extend to any dividends in respect of any shares so forfeited not actually paid at the data of the said notice.
36. Forfeited shares may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

37. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the company all moneys which, at the date of the forfeiture, were presently payable by him to the company in respect of the shares, but his liability shall cease if and when the company receive payment in the full of the nominal amount of the shares.
38. The holders for the time being of four fifths of the issued shares in the company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of article 23 shall apply to the execution of transfer of the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.
39. A statutory declaration in writing that the declarant is a director of the company and that a share in the company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the shares in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any nor shall his title to the share be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture or expropriation, sale or disposal of the share.
40. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### ALTERATION OF CAPITAL

41. The company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
42. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue be offered to such persons as at the date of the offer are entitled to receive notices from the company of general meetings in proportion, as early as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration to that time or on receipt of an intimation from the person to whom the offer is made that he/her declines to accept the shares offered the directors may dispose of the same in such manner as they think most beneficial to the company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled

to an offer of new shares cannot in the opinion of the director, be conveniently offered under this article.

43. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation and otherwise as the shares in the original share capital.
44. The company may by any ordinary resolution:-
  - a. Consolidate and divide all or any of its share capital into shares of larger amount than existing shares.
  - b. Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the companies Act.
  - c. Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and may by special resolution.
  - d. Reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized and consent required by law.

### **GENERAL MEETINGS**

45. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one annual general meeting and that of the next. Provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and at such place as the directors shall appoint.
46. All general meeting other than the annual general meeting shall be called extraordinary general meetings.
47. The directors may, whenever they think fit, convene an extraordinary general meeting. If at any time there are not within the United Republic of Tanzania sufficient directors capable of acting to form a quorum, any director or any one member of the company may convene an extraordinary general meeting in the same manner as early as possible as that in which meeting may be convened by the directors.

### **PROCEEDINGS AT GENERAL MEETINGS**

48. An annual general meeting and a meeting called for the passing of special resolution shall be called by twenty one days' notice in writing at the least and all other meetings by fourteen days' notice in writing at least. Such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of the business shall be given in the manner hereinafter mentioned, or in such other manner, if any as may be prescribed by company in general meeting to such persons as are under these articles, entitled to receive such notices from the company, but with the consent of all the members entitled to receive notice of some particular meeting,

that meeting may be convened by such shorter notice and in such manner as those members may think fit.

49. The accidental omission to give notice to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meetings.
50. All business shall be deemed special that is transacted at a n extraordinary general meeting and all that is transacted at an annual general meeting, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheet and the ordinary report of the directors and auditors, the election of directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the directors.
51. No business shall be transacted at any general meeting unless a quorum of members is present *at the time when the meeting proceeds to business, same as herein otherwise provided* two members personally present shall be a quorum.
52. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and any other case it shall stand adjourned to the same day in the next week, a the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
53. The chairman, if any of the board of directors shall preside as chairman at every general meeting of the company.
54. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose someone of their member to be chairman.
55. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty or more days, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
56. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member entitled to vote present in person or by proxy and unless a poll is so demanded, a declaration by the chairman that the resolution has, on a show of hands, been carried or carried unanimously, or by particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
57. If a poll is duly demanded it shall be taken in same manner as the chairman directs and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

58. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the polls demanded, shall be entitled to a second or casting vote.
59. A poll demanded on the election of a chairman, or in a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
60. Any ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all the directors or a sole director and of members of the company holding three-fourths of the issued shares of the company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the company duly convened and held.

### **VOTES OF MEMBERS**

61. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each shares of which he is the holder.
62. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of member.
63. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee a curator bonus, or other person in the nature of a committee or curator boons appointed by that court and any such committee, curator boons, or other person may, on a poll, vote by proxy.
64. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him/her in respect of shares in the company have been paid.
65. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purpose. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
66. On a poll votes may be given either personally or by proxy.
67. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except at a poll.
68. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a naturally certified copy of that power or authority shall be



deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

69. An instrument appointing a proxy may be in the following form, or in any other form which the directors shall approve:-

**TIAN TANG GROUP TANZANIA LIMITED**

I .....a member of **TIAN TANG GROUP TANZANIA LIMITED**

do hereby appoint.....of..... as my proxy to vote for me and on my behalf at the Annual / Extraordinary General Meeting of the Company to be held on the .....day of .....20 .....and at any adjournment thereof.

Signed this.....day of.....20.....

70. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

**DIRECTORS**

71. The first directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association. Unless and until otherwise determined by the company by ordinary resolution, the number of directors shall not be less than two.
72. The names of the first directors of the company are as follows:-

**1 ZHANG ZHI GANG**

**2. LI BIN**

73. (1) The remuneration of the directors shall from time to time be determined by the company in general meeting.
- (2) In addition to their usual remuneration the directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of directors.
74. Any director may in writing appoint any person, who is approved by the majority of the directors to be his proxy and to represent him in meetings, which he/her is unable to be

present. Every such alternate shall be entitled to notice of meeting of the directors and to attend and vote there at as a director when the person appointing him is not personally present, and where he/her is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the company and shall not be deemed to be the agent of the director appointing him/her. The remuneration of such alternate shall be payable to the director appointing him/her and the proposition thereof shall be agreed between them. An alternate director need not hold any share qualification.

75. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the company and at any separate meeting of the holders of any class of shares in the company.
76. The company may by extraordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his/her stead. A vacancy occurring in the board of directors may be filled up by the company by an ordinary resolution.

#### **POWERS AND DUTIES OF DIRECTORS.**

77. The business of the company shall be managed by the directors, who may pay all expenses incurred in forming and registering the company, and may exercise all such powers of the company as are not, by the companies Act 2002 or any statutory modification thereof, for the time being in force, or by these articles, require to be exercised by the company in general meeting subject nevertheless to the provisions of these articles and of the said ordinance and the exercise of such powers shall be subject to control of any general meeting of the company specially convened for the purpose, but no resolution of the company in general meeting shall invalidate any prior act of the directors which would have been valid if that resolution had not been passed.
78. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partially in another) as they may think fit. The office of managing director shall be subject to determination ipso fact if he ceases from any cause to be a director, or if the company in general meeting resolves that his/her tenure of the office of managing director or manager be determined.
79. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property, uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the company or of any third party.
80. The directors shall duly comply with the provisions of the Companies Act, 2000 or any statutory modification thereof for the time being in force, and particular with the provisions in regard to registration of the particulars of mortgages and charges affecting the property of the company, or created by it, and to keeping a register of the directors and secretaries and to sending to the Registrar of Companies an annual list of members, and a summary of particulars relating thereto, and notice of any consolidation or increase of shares capital, or conversion of shares into stock, and copies of special and

extraordinary resolutions, and a copy of the register of directors and notification of any changes therein.

81. The directors shall cause minutes to be made in the books provided for the purpose:-
- a. Of all appointments of officers made by the directors
  - b. Of the names of the directors present at each meeting of the directors and of any committee of the directors
  - c. Of all resolutions and proceedings at all meetings of the Company, and of the directors, and of committees of directors and every director present at any meeting of directors shall sign his/her name in a book to be kept for that purpose.

#### **DISQUALIFICATION OF DIRECTORS**

82. The office of any director shall be vacated, if the director:
- a. Resigns his office by notice in writing to the company; or
  - b. Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under section 147 of the Bankruptcy Ordinance; or
  - c. Is found to be lunatic or becomes unsound mind or
  - d. Is punished with imprisonment of a term exceeding six months without the option of fine; or
  - e. Is requested in writing by all his/her co-directors to resign.
83. Any director or any company of firm of which a director is a member, may enter into contracts with the company and any director may vote as a director or shareholder in respect of such contract and retain for his own use profits made by him under any such contract, provided always that unless he be at the time sole director he must disclose his interest to his co-directors before the contract is entered into by the directors, and if he be at the time sole directors be interested contract the contract must be entered into by the company in general meeting, and before the contract is entered into the director or directors must disclose his or their interest to the meeting.

#### **PROCEEDINGS OF DIRECTORS**

84. The directors may meet together for the dispatch of, adjourn and otherwise regulate their meetings, as they think fit, question arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the chairman shall have a second or casting vote. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
85. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two.
86. The continuing directors may act notwithstanding any vacancy in the body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of directors, the continuing director may act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
87. The directors may elect a chairman of their general meeting and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the

chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of their meeting.

88. The directors may delegate any of their powers to committees consisting of such members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegate conform to any regulation that may be imposed on them by the directors.
89. A committee may elect a chairman of their meeting, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose any of their number to be chairman of the meeting.
90. A committee may meet and adjourn as they think proper. Questions arising at any meeting shall determine by a majority of votes of the members present, and in the case if any equality of votes the chairman shall have a second or casting vote.
91. All acts done by any meeting of the directors or of a committee of directors, or any person acting as a director, shall, notwithstanding that it is afterwards discovered that there was some effect in the appointment of any such directors or persons acting as aforesaid, or that they or any them were disqualified, be as valid as if every such person had been duly appointed to be a director.
92. A resolution determined on without any meeting of directors and evidenced by writing under the hands of all directors, or sole director, or of all members of a committee, or of sole member of a committee, shall be as valid and effectual as resolution duly passed at meeting of the directors or of such committee.

#### **MANAGING DIRECTOR**

93. The Directors may from time to time appoint a Managing Director who may not necessarily be out of their body for such a period and on such terms as they think fit, and subject to the terms of agreement entered into any such particular case, may revoke such an appointment.
94. Managing Director shall receive such remuneration as the Directors may determine.

#### **SECRETARY**

95. The Directors shall appoint a Secretary of the Company on such terms, at such remuneration and upon such conditions, as they may think fit, and they may remove the Secretary appointed by director's board resolution.

#### **THE SEAL**

96. The Director shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the Seal Secretary or by a second director or by some other person appointed by the directors for the purpose but so that the directors may by resolution determine, either generally or in any particular case, that the signature of any director may be affixed by some mechanical means to be specified in such resolution, provided that the use of such means



is by such restricted to certificates which have first been approved for sealing by the Auditors, Transfer Auditors, Transfer Agents or Bankers of the company in writing.

### **DIVIDENDS AND RESERVE**

97. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
98. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.
99. No dividends shall be paid otherwise than out profits.
100. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of shares in the company dividends may be declared and paid according to the amount of the shares. No amount paid on a share in advance of call shall, while carrying interest, be treated for purpose of this article as paid on the share.
101. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit.
102. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividends payable on the shares.
103. No dividend shall bear interest against the company.

### **ACCOUNTS**

104. The directors shall cause proper books of accounts to be kept with respect to:-
  - All sums of money received and expended by the company, and the matters in respect of which the receipt and expenditure takes place.
  - All sales and purchases of goods by the company and the Assets and liabilities of the company. Proper books of account means such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transaction.
105. The books of accounts shall be kept at the registered office of the company, or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
106. The directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being

directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorized by the directors or by the company in general meeting.

107. The directors shall from time to time in accordance with section 153 of the Companies Act 2002 or any statutory modification thereof for the time being in force, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheet, group accounts (if any) and reports as are referred to in this section.
108. A copy of every balance sheet (including every document required by the law to be annexed thereto) which is to be laid before the company in General meeting before the date of the meeting together either a copy of the auditors report, shall not less than twenty one days be sent to every member of, and every holder of debentures of, the company and to every person registered under regulations 19. Provided that the regulation shall not require a copy of those documents to be sent to any member of whose address the company is not aware or to more than one of the joint holders of any shares or debentures.

### **CAPITALISATION OF PROFITS**

109. The company in general meeting may upon the recommendation of the directors resolve that the desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled there to distributed by law of dividend and in the same proportions on conditions that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full shares not issued or debentures of the company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the directors shall give effect to such resolution.

Provided that a shares premium account and capital redemption reserve fund may, for the purpose of this regulation, only be applied in the paying up of shares not issued to be issued to members of the company as fully paid bonus shares.

110. Whenever such resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issue of fully paid up shares or debentures, if any, and generally shall do all acts and things to give effect thereto, with full power to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, or any other shares or debentures to which they may be entitled up on such capitalization, or (as the case may require) for the payment up by the company or their behalf, by the application thereto of their respective proportions of the profits of the resolved to be capitalized of the amounts or any part of

the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effectively and binding on all such members.

#### AUDIT

111. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an auditor.
112. The Directors shall appoint the first auditor who will hold office until the first annual general meeting.
113. The Directors may fill up any casual vacancy in the office of auditor.
114. The remuneration of the auditor shall be fixed by the Company in general meeting, except that the remuneration of any auditor appointed by the Directors may be fixed by the Directors.

#### NOTICES

115. A notice may be given by the company to any member either personally or by sending it by post to him or to his registered address, or (if has registered address in Tanzania, to the address, if any, within Tanzania supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed effected by properly addressing, prepaying and posting a letter containing the notice and , unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
116. If a member has no registered address in Tanzania and has not supplied to the company an address within The Republic of Tanzania for the giving of notices to him, a notices to him, a notice addressed to him/her, and displaced in the registered office of the company, shall be deemed to be duly given on the day on which it is so displayed.
117. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder named first in the register in respect of the share.
118. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or the title of representatives of the deceased, or trustees of the bankrupt, or by any like description, at the address, if any in the United Republic of Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
119. Notice of any general meeting shall be given in the same manner hereinbefore authorized to (a) every member of the company except those members who (having no registered address within the United Republic of Tanzania) have not supplied to the company an address within the United Republic of Tanzania for the giving of notices to them, (b) every person entitled to share in consequence of death or bankruptcy of a

member, who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and (c) the auditors for the time being of the company. No other person shall be entitled to receive notices of general meetings.

#### **WINDING UP**

120. If the company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Companies Act, 2002 divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such decision shall be carried out as between the members or different classes of members. The Liquidator may, with sanction, vest the whole or any part of the assets in trustees up on such trusts for the benefit of the contributors as the liquidator, with the like sanction shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

#### **INDEMNITY**

121. Subjected to the provisions of the Companies Act, 2002 every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified in any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted.

#### **ALTERATIONS OR ADDITIONS**

122. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by special resolution make alterations or additions to the Articles of Association and any such alterations or additions as made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

