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PRIME MINISTER'S OFFICE
TANZANIA INVESTMENT CENTRE

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INDEX HEADINGS

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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
DF	F-1	AM	8/10/13											
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KIP	F-4	AM	4/11/13											
IFMB	FU	G	4/11/13											
Kaboo	F ₁	R	5/11/13											
EXD	M ₂	G	5/11/13											

FILE NUMBER PP-10/042542
PART 01-B

GREEN BANGLA (I) LTD

MINUTE SHEET

Dokezo
No.

MINUTE SHEET

Dokezo
No.

1.0

Ag. EXD *done* *di. 18/10/2013*

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

(a) Minimum finance investment threshold has been exceeded, the project expects to invest *US\$ 0.540 m*

(b) Legal entity has been incorporated under certificate

No. *99581 m* of *27/05/2013*

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

Submitted for signature.



N. Senzia

DIF

17th October, 2013

2.0

EXD

In response to the TIC letter of registration dated *11th October 2013*

the project has submitted the required documents namely: -

(a) Company Board Resolution.

(b) Reference letter/Financing from *Standard chartered (SD)*

(c) *Sales agreement & title deed as witnesses of land*

With the above submission EXD is requested to sign Certificate of Incentives No. *012540* herein attached.

5/11/2013

APPROVED BY EXD

Sign: 

Date: *05/11/13*



DIF

GREEN BANGLA (T) LIMITED

Business Plan

PLASTIC PRODUCTS MANUFACTURING PROJECT

Prepared By:

Abdur Rahaman Raju
P.O. Box 63273
Dar es Salaam.

GREEN BANGLA (T) LIMITED

Business Plan

PLASTIC PRODUCTS MANUFACTURING PROJECT

Prepared By:

Abdur Rahaman Raju
P.O. Box 63273
Dar es Salaam.

BUSINESS PLAN FOR THE

PROPOSED PROJECT

OF

MANUFACTURING OF PLASTIC PRODUCTS

SEPTEMBER, 2013

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1.0 EXECUTIVE SUMMARY

1.1 INTRODUCTION AND BACKGROUND

1.1.1 Introduction

This is a report for a business plan for the **GREEN BANGLA (T) LIMITED** for the purposes of establishing a plastic products manufacturing project in Dar es Salaam.

1.1.2 Background

GREEN BANGLA (T) LIMITED is a registered Limited company incorporated under the Companies Act, 2002 and with registration No. 99581.

The main role that is going to be assumed by **GREEN BANGLA (T) LIMITED** is the manufacturing of plastic products for both local and export market.

1.2 THE MARKET

1.2.1 General Market Review

Market observations reveal that there is still high demand for various plastic products in Dar es Salaam and in the country in general. However, trade liberalization has created a somewhat more competitive environment in terms of quality services and pricing.

1.2.2 The Plastic Products in the Market

Plastic products have gained notable importance in different spheres of activity with an ever increasing per capita consumption. With continuous advancements and developments in polymer technology, processing machineries, and cost effective manufacturing, plastic is fast replacing the typical materials in different segments.

The plastic industry in Tanzania is growing at a fast pace. However, with an increasing economical liberalization, competition in this industry is expected to

increase considerably. To survive the growing competition, the following adjustments need to be adopted by **GREEN BANGLA (T) LIMITED**.

1. Cost reduction by adopting more radical methods and approaches;
2. Putting more strength on the processing stage to reduce time and cost associated with the manufacturing of the final products.

1.2.3 Business Analysis

- **GREEN BANGLA (T) LIMITED** potential and capability for survival is based on the following facts:
- **GREEN BANGLA (T) LIMITED** products and services are reputed for quality.
- **GREEN BANGLA (T) LIMITED** workers have requisite capability and experience.
- The location of **GREEN BANGLA (T) LIMITED** in Temeke district is accessible and its infrastructure is highly developed.

1.2.4 Planned Objectives

The planned objectives are meant for the plastic manufacturing company to be well- equipped so as to ensure a sustainable manufacturing and servicing programme that will satisfy clients' needs.

1.2.5 Strategies

In order to achieve the above objectives it is planned to implement the following strategies;

1. Equip the project adequately by installing state-of –the-art facilities and support infrastructure;
2. Develop and implement an effective marketing policy- **Target Marketing**; develop and implement an advertising and promotional programme;
3. Establish an effective financial and resources management.

1.2.6 **Financial Appraisal**

The company's financial projections have been prepared over the period of five years. As mentioned no bank loan is expected to be sought during the initial stage of the project implementation period.

1.2.7 **Financial Review**

The financial review as shown on appendices attached to this document of **GREEN BANGLA (T) LIMITED** business shows that:-

4. The project is profitable;
5. The liquidity position is sound and that it should be able to meet its financial commitment without any undue difficulty;
6. The operations are financially viable;
7. The key ratios are acceptable.

1.2.8 **Summary and Conclusion**

The Business Plan should be given an opportunity to be implemented as conceived in this presentation.

2.0 OVERVIEW OF THE MANUFACTURING INDUSTRY

In the end of the 20th century, manufacturing activities in Tanzania have exemplified a steady growth, registering average annual growth of over 4 percent. Nevertheless, manufacturing activities in Tanzania, are relatively small and at an infancy stage. Its contribution to GDP has averaged 8% over the last decade, with most activities concentrated on manufacture of simple consumer goods - food, beverages, tobacco, textiles and furniture and wood allied products. Most of the present industries were established in the light of import substitution strategy, whereas production focused in substituting previously imported goods in view of saving the country's meagre foreign exchange.

The government decision to liberalise trade and investment policies, effected since 1986, witnessed a number of firms even those believed to be as strong, clumping down as they could hardly withstand competition from imported manufactures. A number of measures were taken in view of revamping competitiveness of the local industries and enhancing their penetration into export markets.

The government starting in the early 1990s launched a deliberate programme to restructure and privatise publicly owned enterprises. Out of this programme some sheds of hope are now emerging. The overall utilisation of installed industrial capacities is improving, rising from an average of 20% in 1990 to around 50% at the turn of the 21st Century. Some of the recently privatised industries have undergone intensive rehabilitations - improving their capital structure, production technologies and management and marketing system as well as retrenched workers to match with production levels and improved quality and lower costs of production.

The manufacturing sector is of significant importance in the Tanzania's economy. Up to 1999, the sector employed about 140,000 people or about 48% of total monthly wage earners, making it the largest urban employer. It remains to be the most reliable source of government revenue in terms of import sales, corporate and income taxes. It accounts for over half of government annual revenue collection. Though manufacturing export has been in a declining trend, yet it earns the country a fifth of total foreign exchange earnings to become a third important sector coming after agriculture and tourism. Moreover, it is the industrial sector that provides reliable field to practice

invention, innovation and nurturing modern technologies for production and service provision.

2.1 Industrial Firms in Tanzania:

Chemicals, Petroleum, Rubber and Plastics:

The chemical subsector comprise the manufacture of basic industrial chemicals, fertilizers, pesticides, plastic materials and products, medicinal and pharmaceuticals, soap, detergents, perfumes and other cosmetics, paints and other chemical products. While the petroleum subsector comprise of petroleum refineries, fuel oils, lubricating oils and manufacture of asphalt materials. Rubber products produced in the country include tyres and tubes conveyors and fan belts, rubber mats, groves, pipes and tanks, plastic sheets, kitchenware, furniture and footwear. Production, albeit characterized by peaks and troughs, has remained approximately constant since the early nineties.

Food, Beverage and Tobacco:

The food manufacturing in Tanzania include manufacturing of dairy products, canning and preservicing of fruits and vegetables, canning fish and similar foods, manufacture of animal and vegetable oils, grain milling baking, sugar and confectionery as well as prepared animal feeds. The beverages include the distilling of ethyl alcohol, distilling rectifying and blending of spirits; manufacture of wines, cider and beer. Also included is the production of soft drinks and carbonated waters and the bottling of natural spring and minerals waters. The tobacco subsector comprises manufacturing of cigarettes, tobacco and other tobacco production.

Textiles, Clothing, Leather and Footwear:

Activities undertaken in this category include spinning, weaving, finishing of textiles; the manufacture of made-up textile goods; knitting, manufacture of carpets, rugs, cordage, rope and twines.

For the leather and footwear activities involved include tanneries; leather finishing and manufacturing of products from leather such as luggage, handbags and purposes. The

leather sub-sector was the first to be identified for privatisation. Hitherto, all the three large tanneries and two shoe making factories have been privatised.

Wood and Wooden Products, excluding Furniture Activities:

Accounted in the subsector include sawmills, planing and other wood mills manufacturing goods. Also included in this subsector is the manufacturing of wooden containers, cane products and wooden products.

Paper and Paper Products:

This comprises the manufacturing of pulp, paper, paperboard, fibreboards, light packaging, heavy packaging, stationery and other paper products.

Non-metallic Mineral Products:

This includes manufacture of pottery, china and earthenware, glass and glassware products, bricks, tiles, cement, concrete, gypsum and plaster products.

Physical volume of production has been in the up swing since the early nineties and particularly towards the end of the decade following privatisation of the cement mills. Level of employment has similarly been sustained.

Basic Metal Products:

This comprises rolling mills and foundries to produce products such as slabs, bars, sheets, plates, strips, tubes, pipes and rods.

Fabricated Metals, Machinery and Equipment:

This include manufacture of cutlery, hand tools and general hardware, furniture and fixtures, doors, metal staircases and window frames. Others are electrical motors transformers, electrical control devices and switchboard apparatus as well as radios and transport equipment, mainly bicycles and animal and auto-pulled carts.

Other Manufacturing industries:

This covers products such as jewellery and related articles, furniture manufacture, measuring and controlling equipment and optical goods.

Production in thin group of products has persistently been in the upward trend. Employment levels have similarly been in rising.

Production in this category has exemplified a steady growth, with an average growth of over 12 percent over the last decade. For the last three years employment in the industry increased by 11,000.

2.2 Gross Domestic Products

Outside the agriculture sector, manufacturing industries in Tanzania are also the source of employment opportunities and wealth creation. They contribute to social stability and generate tax revenues. Table 1 below shows that industrial sector contributed to a total of 25% GDP between 2000 – 2002, 17.8% for sectoral growth, 21% contribution to total exports, 22.3% sectoral contribution to overall GDP at factor cost and 90.8% change in industrial exports. Enterprises constitute an important source of local supply and service provision to both rural and urban communities in Tanzania.

Table 1: Industrial Sector Performance (%)

YEAR	% Contribution to GDP	Sectoral Growth	% Contribution to total exports	Sectoral contribution to overall GDP at factor cost	% Change in Industrial Exports
2000	8.3	4.8	6.5	7.5	43.2
2001	8.3	5.0	7.2	7.4	30.3
2002	8.4	8.0	7.3	7.4	17.3
Total	25.0	17.8	21.0	22.3	90.8

Source: President's Office – Planning & Privatization

The manufacturing sector grew by 8.0 per cent in 2002, compared to 5.0 percent in 2001. This growth was attributed to the increase in the production of industrial products, such as cement and textiles. The contribution of manufacturing sector to total GDP increased to 8.4 percent in 2002, from 8.3 per cent in 2001. The main factors that contributed to that growth include innovative products, growth of information services, enhanced production following rehabilitation of some privatized manufacturing industries and increased production of goods. In addition, new manufacturing profits, and conducive environment to the investors, as well as availability of important services such as electricity and water, contributed to that achievement. In addition 2002, Tanzania Investment Centre approved 103 manufacturing sector projects worth Shs.195,072 million compared to 82 projects worth Shs.124,735 million in 2001.

2.3 Employment

Industrial sector plays a pivotal role in providing employment opportunities to the most of urban population. It is estimated a total of 180,023 people were employed in 2002 compared to 163,168 people in 2001. This increase of 10.3 per cent, was attributed to the commissioning of the new manufacturing projects. The employment opportunities in industrial sector were growing from year to year. For example, between 2000 - 2002 the estimated number of employees in food processing was 139,595 (37.29%), followed by textile for 132,017 (35.29%) employees. Other industries include 27707 (7.4%) in basic metal, 24542 (6.56%) timber and timber products, 19472 (5.2%) wood furniture, 17088 (4.56%) non metallic products, 10368 (2.77%) foot wear and only 3606 (0.96%) employees in leather goods industries.

Industries are an important source of employment, particularly for low-skilled workers, as well as women and young people, who usually make up the greatest proportion of the unemployed in Tanzania. Their flat management structures mean that their personnel must fulfill multiple roles, which makes them less vulnerable to unemployment during periods of economic crisis.

See table 2 below showing industrial Sector Contribution to Employment.

Table 2: Industrial Sector Contribution to Employment

Industry Activity	2000	2001	2002	Total	%
Food Processing	43,602	46,217	49,776	139595	37.29
Textile Manufacturing	41,537	44,029	46,451	132017	35.26
Manufacture of leather goods	1,072	1,137	1,397	3606	0.96
Foot Wear	3,323	3,522	3,523	10368	2.77
Timber and timber products	5,965	6,323	12,254	24542	6.56
Manufacture of wood furniture	4,733	5,017	9,722	19472	5.20
Manufacture of non-metallic products	5,235	5,549	6,304	17088	4.56
Basic metal industries	7,958	8,436	11,313	27707	7.40
Total	113425	120230	140740	374395	100

Source: National Bureau of Statistics

2.4 Production

Manufacturing industries showed good performance in production include: pharmaceuticals, packaging materials (sacks, boxes, bottles and bags), foodstuffs and beverages), textiles, soap, metal, cement, corrugated iron sheets, paints and sisal ropes. Production in the manufacturing industries hides, leather goods, paper and paper products, continued to be low due to investors failure to complete rehabilitation or have not yet been divested. Production of metal and metal products in 2002 slightly increased from 16,340 tons 2001 to 25,418 tons, an increase of 55.6 percent compared to 46.1 per cent in 2001. Following the restructuring of capital, plant and management in textile industries production increased by 26.06 percent from 84,325,000 square metres in 2001 to 106,305 square metres in 2002 (*Economic Survey, 2002*).

3.0 PROJECT DESCRIPTION

3.1 The Project

The company sees a bright future to the Tanzania economy and manufacturing sector in particular as such the company has decided to venture into the plastic manufacturing sector. This business plan sets out a proposal for establishing a modern plastic product manufacturing plant to be based in Mwaninga Area, Kisarawe II ward in Kigamboni-Temeke district. Specifically the company will manufacture products such as household items (plastic mugs, cups, bottles, plates, bowls, buckets, bins etc), plastic furniture which includes garden chairs, children's plastic chairs for home and schools, plastic tables coming in all sizes and designs, gifts, toys and souvenirs made of plastic for local and export market.

3.2 The Project Promoters

The project promoters of this project are **M/S GREEN BANGLA (T) LIMITED** whose shareholders are as shown below:-

S/NO.	Name	Shares %	Nationality
1.	Abdur Rahaman Raju	96%	Bangladesh
2.	Mostafizur Rahman	4%	Bangladesh

3.3 Directors' Profile

The project is backed by well established and experienced people with vast experience in the manufacturing sector and also with sound technical, financial and managerial aspects.

3.4 Location

The proposed manufacturing project will be established in Mwaninga Area Kisarawe II ward, Kigamboni located in Temeke district.

3.5 Project Objectives

Major objectives for which the company was established is:-

- (i) *To establish and operate a plastic manufacturing project;*

- (ii) *To use safer alternative methods (non-toxic chemicals) during production and ensure consumer product safety and environment care.*

The project is therefore intending to meet the following objectives:-

- (i) To manufacture high quality plastic products made of polypropylene or polyethylene which are non- toxic (Consumer Safety Products);
- (ii) Creation of employment opportunities to a number of Tanzanians who will be directly employed in the industry and those who will be indirectly engaged in the project.
- (iii) The project will impart new skills and technology of manufacturing plastic products which are environmental friendly.

3.6 Target Markets

The targeted market for this project is for both domestic and export markets.

3.7 Investment Cost

The project is estimated to cost **USD 540,000** when it is fully implemented.

3.8 Project Financing

The project will be financed by existing shareholders contribution in terms of equity. No bank loan is envisaged to be applied at the mean time.

3.9 Financial Appraisal

The company's financial projections have been prepared over the period of five years. As mentioned no bank loan is expected to be sought during the initial stage of the project implementation period.

3.9.1 Implementation

It is expected that the project will be implemented in three year period that involves plot renovation and minor civil works, power and water network improvement in year 1 and from year 2 more concentration will be given to

plant consolidation and production growth. The project is expected to be implemented in three years.

4.0 MARKETS AND MARKETING ASPECTS OF THE PROJECT

4.1 Target Markets and Segmentation

The project targets for both domestic and export markets. It is expected that 80% of plastic products will be sold to the local market and the remaining 20% which will involve mostly household items and furniture will be exported.

The project is also intending to sell its products directly to wholesalers, retailers and entrepreneurs, particularly women, who buy their products in smaller portions according to their individual capital capacity. Markets will be segmented on the basis of volume of purchase, place of domicile and requirements.

4.1.1 Production Capacity

The production capacity is expected to increase depending on the market demand for company products.

4.2 Marketing Strategies

On the basis of the market survey it has been found that only few existing manufacturers and suppliers carry out promotional efforts. This is an indication of the existence of un-satisfied demand. Nevertheless, in order to penetrate the market quickly and accrue position, the project will carry out project advertisement efforts to promote the products.

The company will then come up with strategies related to products quality, price and pricing strategy, sales strategy. Other strategies shall include promotion, communication and facility strategies.

4.3 Competitive Analysis

The primary competition is not from other local manufacturers in the country, but rather from the plastic products that are imported from neighboring Kenya.

M/S GREEN BANGLA (T) LIMITED is determined to produce plastic products that are both of good quality, meeting international standards, and are also sold for a price that is affordable for those with an average income.

The management of **M/S GREEN BANGLA (T) LIMITED** is determined to acquire all important machinery, tools and equipment in order to be effective, efficient and competitive in the manufacturing sector.

4.4 Distribution System

The products will be distributed locally directly to sub-wholesalers and retailers using company motor vehicles. The latter will sell to other retailers and final users respectively.

5.0 TECHNICAL ASPECT OF THE PROJECT

5.1 The Products

The company set out is to produce the following plastic products:-

- Household items and furniture
- Toys, Gift items and Souvenirs

5.2 Machinery and Plant

The machinery and equipment to be procured for the project will be of modern status, with appropriate technological set up, fully provided with all the necessary accessories. A list of proposed machines, equipments and tools is as shown on table below:-

PROPOSED PLANT/MACHINERY EQUIPMENTS AND TOOLS			
S/N	DESCRIPTION	UNIT	
1.	S12-65/132 Conical twin-screw extruder production line (Jurry Brand) 200kg/hr capacity	2 Sets	
	Including:	SISZ-65 Screw extruder	1 pc
		The molding tool	1 pc
		SGF 160 machine with finalize the design	1 pc
		Traction machine and Incisory machines	1 pc
		Tube shelf	1 set
		Tool box for the machine	1 set
		Steel scale	1 pc
2.	SRL-Z20011500B Plastic mixer 150kg/hr capacity	1 pc	
3.	BL Water Cooling tank 25 ton/hr capacity	1 pc	
4.	Plastic Grinding Powder Mill model SMP400	2 pcs	
5.	SGF-63/SJSZ-55 Conical twin-screw extruder production line	2 sets	
	Including:	SISZ-55 Screw extruder	1 pc
		SGF63 Machine with finalize the design	1 pc
		Traction machine and Incisory machine	1 pc
		Tube shelf	1 set
		Tool box for machines	2 sets
		Steel scale	1 pc
6.	Others	4 sets	

5.3 Raw Materials

The raw materials for the manufacture of plastic products and similar products requires PVC/HDPE granules which will be imported from China, Germany the Gulf countries or any other source depending on the quality and price competitiveness from time to time.

5.4 Plant Location and Civil Works

5.4.1 Site and Location

The project will be located within Kigogo, Kisarawe II in Temeke Municipal. This location takes into consideration such important factors like availability of reliable power and security.

- **Production Building Required**

The buildup area required for production will be medium sized taking into consideration the kind of operations to be undertaken.

- **Office Building**

An office block to accommodate the administrative and clerical staff will also be required.

5.5 Utility Services

5.5.1 Water

The premises will have reliable supply of water. This is due to the fact that there is connection to the city water supply network and also due to water storage facilities installed within the premises.

5.5.2 Electricity

As said earlier in this report, the source of energy for the proposed project will be electric power from the national grid.

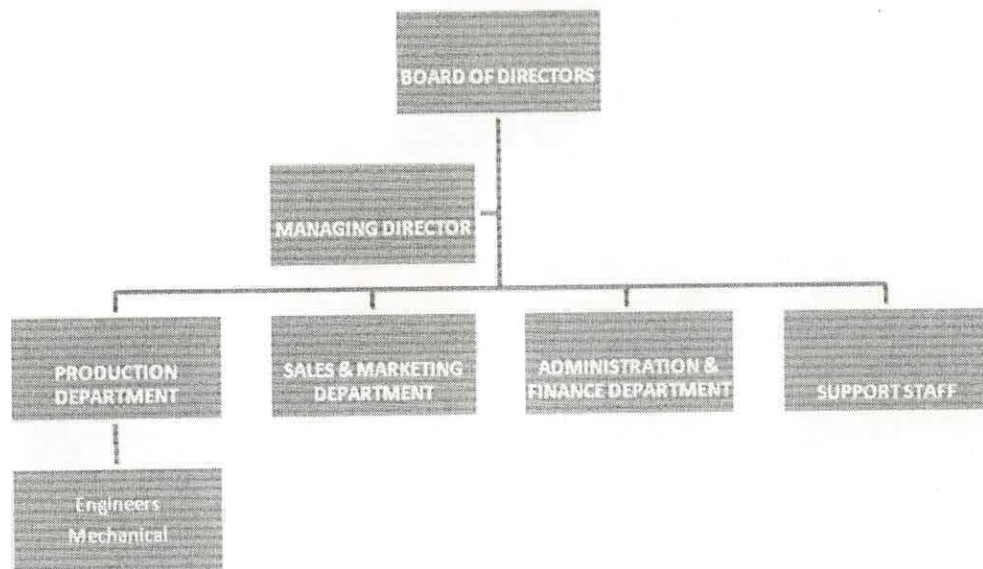
A standby power generator has also been budgeted for to avoid inconveniences caused by frequent power cuts by TANESCO.

6.0 MANAGEMENT AND ORGANIZATION

6.1 Organization Structure

With the vision of the company, it is expected that the company will grow to an extent that it will require a structured management system. This entails the design of management flow system with clear outlined duties and responsibilities of each member of management.

The organization structure takes into account the fact that within the next one year; the company's total workforce will have more than 20 employees of different levels of qualifications and responsibility once fully established. This will require a properly designed administration policy and guidelines for each work category. The organization structure is shown herein below:-



6.2 Manpower and Plant Organization

The proposed project will have three independent departments, namely:-

- Production
- Sales and Marketing
- Administration and Finance

6.3 Organization

The Board of Directors of **M/S GREEN BANGLA (T) LIMITED** shall manage the project at policy level. The top most person in the day to day running of the company will be the Managing Director. Under the Managing Director's office will be the three Departments mentioned above. Each will be under a Manager and will comprise a number of Sections each headed by a Section Head as follows:-

6.3.1 Production Department

Sections:-

- Operations
- Maintenance

6.3.2 Sales and Marketing Department

Sections:-

- Research and Promotion
- Sales

6.3.3. Administration and Finance Department

Sections:-

- Human Resources and Administration
- Finance and Accounts

Each Department will be manned by a number of personnel with varying education levels and work experiences.

The management team of M/S GREEN BANGLA (T) LIMITED will comprise of the Managing Director, Production Manager, Finance and Administration Manager and Sales and Marketing Manager.

6.4 Responsibilities

Responsibilities will be as follows:-

6.4.1 Production Department

The Manager will be responsible for plant operations, and planning and overseeing daily manufacturing activities being carried out. He will further be responsible for repair and maintenance of company assets and research and development activities. The Department will comprise Sections, namely:

- **The Production Section** which will be responsible for overseeing manufacturing operations. An expatriate will be employed to train the local technicians in this aspect of operations.
- **Maintenance Section** which will manage plant and machinery maintenance.

6.4.2 Finance and Administration Department

An Administration and Finance Manager will head the Department. He will be responsible for the administration of the company as well as overseeing the financial aspects of the company. An Accountant will manage the finance function while a Human Resources Section Head will oversee company human resource issues. The following important units will be under the Department.

- The personnel and administration unit which will be responsible for the general administrative matters of the company as well as personnel issues.
- The finance unit, which will be responsible for financial issues. It will also be responsible for the proper maintenance of books of accounts and financial planning.
- The purchasing unit which will be responsible for the purchase of raw materials, spare parts and equipment. This section will also be responsible for the receipt, storage and issues of purchased materials.

6.4.3 Sales and Marketing Department

This Department will be headed by the Sales and Marketing Manager who will be responsible for the development of a sustainable sales and distribution network. This will involve developing distribution network and recruitment and training of qualified and well motivated marketing and sales personnel.

There will be two Section Heads under the Department. One Section will be responsible for Research and Promotion and another will handle Sales function.

6.5 Manpower Requirement

The permanent manpower requirement for running the proposed factory is 20; several other employees will be contracted on temporary or contractual basis.

6.6 Source of Manpower and Wage Bill

Manpower for proposed project will be employed from local sources, except for a few expatriates who would basically be engaged in the training of local staff. The workers will be given *on-the-job* training to familiarize them with the proposed machinery and equipment. After the initial 2 years, depending on the results of the training, local counter parts will replace the expatriates.

6.7 Occupational Health and Safety

It can generally be said that the owner or operator shall carry out plastic manufacturing operations and fulfill the obligations under his project and shall have full responsibility therefore and assume all the risks thereof. Plant operations shall be carried out in a competent manner and in accordance to good international marketing practices.

The owner or operator shall take all reasonable steps necessary to secure the safety, health and welfare of persons engaged in the manufacturing operations in, outside or about the project area. All the said requirements will be governed by the Tanzania Regulations, together with acceptable international practice.

7.0 INVESTMENT AND FINANCING

7.1 Investment Cost

The project is estimated to cost **USD 540,000** when it is fully implemented as shown on table below:-

Investment Plan					
<i>planning years >></i>	2013	2014	2015	2016	2017
	USD	USD	USD	USD	USD
<i>Investment</i>					
Land and building	100,000	0	0	0	0
Plant & Machinery	100,000	0	50,000	0	0
Motor vehicles	100,000	0	50,000	0	0
Furniture's	20,000	0	0	0	0
Computers	30,000	0	0	0	0
Working Capital	50,000	0	0	40,000	0
Total investment	400,000	0	100,000	40,000	0
Fixed assets accumulated: at cost	400,000	400,000	500,000	540,000	540,000

7.2 Sources of Finance

The project will be financed by existing shareholders contribution in terms of equity. No bank loan is envisaged to be applied at the mean time.

7.3 Project Implementation

The project will require three years to be fully implemented and operational.

7.4 Assumptions

The financial projections to determine the viability of the project by **M/S GREEN BANGLA (T) LIMITED** are based on the following key assumptions:

- Installation of plant facilities will start immediately. Thereafter manufacturing operations and production of finished products will commence.
- The company market will be local initially with expectation of acquisition of export market in the near future.
- Financial calculations are based on current market prices and costs are assumed constant throughout the operating period under review on the assumption that if operation costs change, selling prices will change proportionally to preserve the profit margins.

8.0 FINANCIAL AND ECONOMIC ANALYSIS

8.1 Financial Analysis

The projects financial projection depicts the project to be viable, as it is shown by some of the indicators on the summary sheets appended.

8.2 Internal Rate of Return (IRR) after Tax

The project's internal rate of return after tax is as shown on table below:

INTERNAL RATE OF RETURN						
<i>planning years >></i>	2013	2014	2015	2016	2017	
NET CASHFLOW	48,177	-269,605	-73,461	152,215	405,780	
DCF (20%)	0.2	0.833	0.694	0.482	0.233	0.054
NPV-AT (20%DCF)	40,147	-	-	35,400	21,948	
		187,226	35,427			
Total NPV at 20% DCF	96,755					
DCF(10%)	0.1	0.909	0.826	0.683	0.467	0.218
NPV-AT (10%DCF)	-	-	-	103,963	251,990	
	32,138	222,814	55,192			
Total NPV at 10% DCF	45,808					
IRR=	14.7217					

8.3 Payback Period

This gives an estimated period from start of operation to the time when initial fixed investment is recovered through profits after tax and depreciation charges.

The payback period for this undertaking is estimated at around **5 years**.

PAY BACK PERIOD					
<i>planning years >></i>	2013	2014	2015	2016	2017
Profit After Tax	-85,140	105,981	164,002	219,651	310,144
Depreciation	35,000	35,000	42,500	36,500	36,500
Total	-50,140	140,981	206,502	256,151	346,644
Discounted Cashflow	-45,582	116,513	141,044	119,497	75,440
Capital Cost	400,000	0	100,000	40,000	0
Remaining amount			-328,025	-208,528	-133,088
	445,582	429,069			
Pay Back Period					5

8.4 Break-even Analysis 3rd year

The break-even analysis on the 3rd year of operation is as shown below:-

BREAK EVEN ANALYSIS					
<i>planning years >></i>	2013	2014	2015	2016	2017
Sales Revenue	445,100	708,840	852,506	949,087	1,118,267
Variable Costs	422,240	499,927	537,017	563,399	606,604
Contribution Margin	22,860	208,913	315,489	385,688	511,663
Fixed Costs	400,000	400,000	500,000	540,000	540,000
Contribution Margin Ratio %	19.47	38.89	38.89	39.25	45.42
Beak even Sales	20,544	10,284	12,858	13,757	11,889
Break even Point (%)	0.22	0.69	0.66	0.69	0.94

12.0 ECONOMIC ADVANTAGES

On the basis of the above account the analysis has overwhelmingly proved that the project is financial sound and techno-economically viable.

Furthermore, the project has immense potential towards the earning of the badly needed Forex earnings. It is hereby recommended that the project be implemented. The envisaged undertaking will be viable and profitable if it is implemented early.

Full execution of the envisaged project will make it one of the upcoming manufacturing companies in the country which will contribute to economic and social development in terms of employment, economic activities and infrastructure development.

Several Social Economic benefits that will be apprehended in the course of operating this undertaking will include the following:

12.1 **Social and Economic Impact of the Project**

The project will have both economic and social benefits to the community and the country as a whole. The first and foremost important benefit will be to the Municipality in which the plant will be located with potential for increasing the standard of living for people in that particular area. The following are the benefits of the project:-

12.1.1 **Employment Effect**

The project will create employment to both skilled, semi skilled, unskilled staff and casual labourers. The company will also create employment opportunities to locals. The employees will also benefit

from contribution by the employer for social security fund. In addition, the plant operations will increase activity levels consequently trigger income spillover effect to the neighboring people.

12.1.2 Foreign Exchange Contribution

The major thrust of **GREEN BANGLA (T) LIMITED** is to produce high quality plastic products and to be able to compete effectively in the export market. It is expected that 20% of plastic products will be sold in the neighbouring countries. This means that the country will earn foreign currency, which will be used to import other important items for the benefits of the nation.

12.1.3 Linkage Effect

The project shall provide a linkage effect with other sectors of the economy. A number of companies will have to provide services to the company like power supply, water and those involved in transportation.

12.1.4 Contribution to Government Revenue

The project will contribute to the Government reserve in form of taxes, payroll levy, land rent, and other taxes and duties on local and export sales. In addition, the project will have a multiplier effect in the economy as a whole.

12.1.5 Social impact

The project will create employment and will also be involved in support to social activities and local experts will be trained to be professionals within the country.

The company has potential for growth and competitiveness in the market. This can be achieved provided that the operational plan and marketing strategies set out in the business plan are implemented. This entails acquisition of the required equipment, development of export market channel, the use of experts in undertaking the projects' implementation. Given the project's economic, social and financial benefits, it is recommended for approval for Certificate of Incentives.

10.0 PROJECT SENSITIVITY TO ENVIRONMENT

The environmental impact assessment is a key guide to this project. In that sense the project will do a thorough research on the nature of the environment around the site and by means of national guidelines, use all means possible to keep the environment natural within the project area. No interruptions will be done unnecessarily and where necessary the highest precaution will be made.

10.1 Mitigation Measures to Environmental issues

- **Waste Water (Odor):** No waste water shall be allowed to enter into any stream that flows in the neighborhood of the project site.
- **Vibration:** All measures will be taken in the project site to keep vibration well below level. (Vibration is the range of frequencies from 1 Hz to 25 kHz.)
- **Gardening:** Most of the un-built-up area will be put under gardening that shall be well-maintained with flowers and trees of various species.
- **Dust & Noise:** All efforts shall be taken to maintain low levels of dust emission and noise.
- **Solid Waste:** Removal of solid waste at the project area will be highly considered by signing a contract with the Municipal Waste Disposal Services who will periodically remove waste from the project area at an agreed schedule.

The project is therefore environmentally friendly, as it preserves it, develops it and cares for its sustainability.

11.0 CONCLUSION AND RECOMMENDATION

The project is consistent with the governments Industrial Policy, financially and economically viable, socially desirable and environmentally friendly, hence it is recommended for approval and implementation.

FINANCIAL ANALYSIS

GREEN BANGLA (T) LIMITED
Income statement

	2013	2014	2015	2016	2017
	USD	USD	USD	USD	USD
Total net sales	445,100	708,840	852,506	949,087	1,118,267
Household plastic product 1	159,500	191,400	245,630	270,193	339,671
Plastic Furnitures product 2	134,400	295,680	345,576	380,134	442,744
Other products	151,200	221,760	261,300	298,760	335,852
Total revenues	445,100	708,840	852,506	949,087	1,118,267
Cost of goods sold COGS	262,603	325,520	360,888	385,496	426,873
Raw material	89,020	141,768	170,501	189,817	223,653
Semi finished products / components	0	0	0	0	0
Energy	8,902	14,177	17,050	18,982	22,365
Utilities	4,451	7,088	8,525	9,491	11,183
Salaries & Wages	75,230	77,487	79,812	82,206	84,672
Production workspace	80,000	80,000	80,000	80,000	80,000
Other production costs	5,000	5,000	5,000	5,000	5,000
Gross profit	182,497	383,320	491,618	563,591	691,394
Selling, general and administrative expenses SG&A	159,637	174,407	176,129	177,903	179,730
Salaries	55,735	57,407	59,129	60,903	62,730
Workspace	75,000	75,000	75,000	75,000	75,000
Marketing & sales expenses	8,902	22,000	22,000	22,000	22,000
General office and utilities expenses	20,000	20,000	20,000	20,000	20,000
Other	0	0	0	0	0

Operating profit / EBITDA	22,860	208,913	315,489	385,688	511,663
Depreciation	35,000	35,000	42,500	36,500	36,500
Interest expenses (loan from bank)	33,000	33,000	29,700	26,400	23,100
Interest income from investments (bank deposit)	0	0	0	0	0
Extraordinary charges (or incomes)	40,000	26,000	9,000	9,000	9,000
Currency exchange adjustments					
Fees and provisions	30,000	20,000	5,000	5,000	5,000
Other	10,000	6,000	4,000	4,000	4,000
Income tax	0	8,932	70,287	94,136	132,919
Net profit (or loss)	-85,140	105,981	164,002	219,651	310,144

GREEN BANGLA (T) LIMITED
Balance sheet

Income statement

planning years >>

	2013 USD	2014 USD	2015 USD	2016 USD	2017 USD
<i>Long-term assets</i>					
Fixed assets: property, plant and equipment	365,000	330,000	387,500	391,000	354,500
Long-term financial investments	0	0	0	0	0
Goodwill	0	0	0	0	0
Total long-term assets	365,000	330,000	387,500	391,000	354,500
<i>Current assets</i>					
Cash & cash equivalents (current account)	48,177	142,992	200,114	362,339	644,447
Deposit account	0	0	0	0	0
Accounts receivable	14,633	23,304	28,028	31,203	36,765
Inventories	2,158	2,676	2,966	3,168	3,509
Total current assets	64,969	168,971	231,108	396,710	684,721
Total assets	429,969	498,971	618,608	787,710	1,039,221
<i>Long-term liabilities</i>					
Long-term loans	300,000	270,000	240,000	210,000	180,000
Total long-term liabilities	300,000	270,000	240,000	210,000	180,000
<i>Current liabilities</i>					
Accounts payable	15,109	18,729	20,763	22,179	24,560
Other provisions	0	0	0	0	0
Total current liabilities	15,109	18,729	20,763	22,179	24,560
<i>Shareholders equity</i>					
Share capital	200,000	200,000	200,000	200,000	200,000

Reserves	0	0	0	0	0
Retained earnings (or - accumulated losses)	-85,140	10,243	157,845	355,531	634,661
Total shareholders' equity	114,860	210,243	357,845	555,531	834,661
Total liabilities & equity	429,969	498,971	618,608	787,710	1,039,221
Balance sheet check (numbers should be zero)	0	0	0	0	0

GREEN BANGLA (T) LIMITED

Cash flow statement

Income statement

planning years >>

	2013 USD	2014 USD	2015 USD	2016 USD	2017 USD
<i>Cash flow from operating activities</i>					
Operating profit (EBITDA)	22,860	208,913	315,489	385,688	511,663
Interest expenses	-33,000	-33,000	-29,700	-26,400	-23,100
Interest income from investments (bank deposit)	0	0	0	0	0
Extraordinary charges (or incomes)	-40,000	-26,000	-9,000	-9,000	-9,000
Income tax	0	-8,932	-70,287	-94,136	-132,919
<i>Movements in working capital</i>					
Decrease (or - increase) in accounts receivable	-14,633	-8,671	-4,723	-3,175	-5,562
Decrease (or - increase) in inventories	-2,158	-517	-291	-202	-340
Increase (or - decrease) in accounts payable	15,109	3,620	2,035	1,416	2,381
Increase (or - decrease) in other provisions	0	0	0	0	0
Total cash flow from operating activities	-51,823	135,413	203,523	254,190	343,123
<i>Cash flow from investing activities</i>					
Sale (or - purchase) of fixed assets	-400,000	0	-100,000	-40,000	0
Sale (- purchase) of long-term financial investments	0	0	0	0	0
Decrease (or - increase) of goodwill	0	0	0	0	0
cash placed in the deposit account	0	0	0	0	0
Total cash flow from investing activities:	-400,000	0	-100,000	-40,000	0
Free cash flow	-451,823	135,413	103,523	214,190	343,123

Cash flow from financing activities

Long term loans drawn	300,000	0	0	0	0
Repayments of loans made	0	-30,000	-30,000	-30,000	-30,000
Equity contribution (or - withdrawal)	200,000	0	0	0	0
Dividend paid	0	-10,598	-16,400	-21,965	-31,014
Total cash flow from financing activities	500,000	-40,598	-46,400	-51,965	-61,014
Total net increase (- decrease) in cash	48,177	94,815	57,123	162,225	282,108
Cash balance: beginning of the year	0	48,177	142,992	200,114	362,339
Cash balance: end of the year	48,177	142,992	200,114	362,339	644,447

GREEN BANGLA (T) LIMITED

Investment and depreciation plan

Income statement

planning years >>

	2013 USD	2014 USD	2015 USD	2016 USD	2017 USD
Investment					
Land and building	100,000	0	0	0	0
Plant & Machinery	100,000	0	50,000	0	0
Motor vehicles	100,000	0	50,000	0	0
Furnitures	20,000	0	0	0	0
Computers	30,000	0	0	0	0
Working Capital	50,000	0	0	40,000	0
Total investment	400,000	0	100,000	40,000	0
Fixed assets accumulated: at cost	400,000	400,000	500,000	540,000	540,000
Depreciation					
1-Depreciation for Land and building	4,000	4,000	4,000	4,000	4,000
2-Depreciation for Plant & Machinery	10,000	10,000	15,000	15,000	15,000
3-Depreciation for Motor vehicles	5,000	5,000	7,500	7,500	7,500
4-Depreciation for Furnitures	1,000	1,000	1,000	1,000	1,000
5-Depreciation for Computers	10,000	10,000	10,000	0	0
6-Depreciation for Working Capital	5,000	5,000	5,000	9,000	9,000
Total depreciation	35,000	35,000	42,500	36,500	36,500
Total depreciation accumulated	35,000	70,000	112,500	149,000	185,500
Net asset book value	365,000	330,000	387,500	391,000	354,500
Depreciation period: linear, in years					
Land and building	25				
Plant & Machinery	10				
Motor vehicles	20				
Furnitures	20				
Computers	3				
Working Capital	10				

GREEN BANGLA (T) LIMITED
Reconciliation of shareholders equity

<i>planning years >></i>	2013	2014	2015	2016	2017
	USD	USD	USD	USD	USD
Beginning shareholders equity	0	114,860	231,439	379,041	576,727
+ Net profit (or - loss)	-85,140	105,981	164,002	219,651	310,144
+ Equity contribution (or - withdrawal)	200,000	0	0	0	0
- Dividends paid	0	-10,598	-16,400	-21,965	-31,014
Ending shareholders equity	114,860	231,439	379,041	576,727	855,857
Additional reserves	0	0	0	0	0
Dividends paid	0	10,598	16,400	21,965	31,014
Retained earnings (or accumulated losses)	-85,140	95,383	147,602	197,686	279,130

Calculation of income tax

Income statement

<i>planning years >></i>	2013	2014	2015	2016	2017
Net profit after extraordinary items	-85,140	114,913	234,289	313,788	443,063
Income tax rate	30%	30%	30%	30%	30%
Net loss carried forward	-85,140	0	0	0	0
Taxable income	0	29,773	234,289	313,788	443,063
Income tax	0	8,932	70,287	94,136	132,919

GREEN BANGLA (T) LIMITED

Financing plan

Income statement

<i>planning years >></i>	2013	2014	2015	2016	2017
Shareholders equity					
Equity contribution (or withdrawal)	200,000	0	0	0	0
Share capital	200,000	200,000	200,000	200,000	200,000
Long-term loans from bank					
Loans drawn at the beginning of the year	300,000	0	0	0	0
Repayments made at the end of the year	0	30,000	30,000	30,000	30,000
Basis for interest calculation - end of year	300,000	300,000	270,000	240,000	210,000
Interest rate	11%	11%	11%	11%	11%
Interest expenses	33,000	33,000	29,700	26,400	23,100
Loan balance: year end (goes to balance sheet)	300,000	270,000	240,000	210,000	180,000
Liquidity control					
Operating costs	422,240	499,927	537,017	563,399	606,604
Minimum cash in relation to operating costs	10%	10%	10%	10%	10%
Minimum cash balance required (to be available at the end of the year)	42,224	49,993	53,702	56,340	60,660
Actual cash balance at the end of the year	48,177	142,992	200,114	362,339	644,447
Dept to equity relation control					
Dept to equity ratio - planned	2.0	1.4	0.7	0.4	0.2
Dept to equity ratio - acceptable by the bank	2.0	2.0	2.0	2.0	2.0
Deposit of excess liquidity to a bank account					
Amount deposited (at the end of the year)	0	0	0	0	0
Total amount deposited (per end of year) - basis for the interest calculation	0	0	0	0	0
Total amount deposited (per end of year) - basis for the balance sheet	0	0	0	0	0
Interest rate	0%	0%	0%	0%	0%

GREEN BANGLA (T) LIMITED

INTERNAL RATE OF RETURN

	<i>planning years >></i>	2013	2014	2015	2016	2017
NET CASHFLOW		48,177	-269,605	-73,461	152,215	405,780
DCF (20%)	0.2	0.833	0.694	0.482	0.233	0.054
NPV AT (20%DCF)		40,147	-187,226	-35,427	35,400	21,948
Total NPV at 20% DCF		96,755				
DCF(10%)	0.1	0.909	0.826	0.683	0.467	0.218
NPV AT (10%DCF)		-32,138	-222,814	-55,192	103,963	251,990
Total NPV at 10% DCF		45,808				
IRR=		<u>14.7217</u>				

GREEN BANGLA (T) LIMITED

PAY BACK PERIOD

	<i>planning years >></i>	2013	2014	2015	2016	2017
Profit After Tax		-85,140	105,981	164,002	219,651	310,144
Depreciation		35,000	35,000	42,500	36,500	36,500
Total		-50,140	140,981	206,502	256,151	346,644
Discounted Cashflow		-45,582	116,513	141,044	119,497	75,440
Capital Cost	400,000	0	100,000	40,000	0	0
Remaining amount		-445,582	-429,069	-328,025	-208,528	-133,088
Pay Back Period						<u>5</u>

GREEN BANGLA (T) LIMITED

BREAK EVEN ANALYSIS

	<i>planning years >></i>	2013	2014	2015	2016	2017
Sales Revenue		445,100	708,840	852,506	949,087	1,118,267
Variable Costs		422,240	499,927	537,017	563,399	606,604
Contribution Margin		22,860	208,913	315,489	385,688	511,663
Fixed Costs		400,000	400,000	500,000	540,000	540,000
Contribution Margin Ratio %		19.47	38.89	38.89	39.25	45.42
Beak even Sales		20,544	10,284	12,858	13,757	11,889
Break even Point (%)		0.22	0.69	0.66	0.69	0.94

GREEN BANGLA (T) LIMITED

Ratio summary sheet

<i>planning years >></i>	2013	2014	2015	2016	2017
Liquidity ratios					
Current ratio	4.3	9.0	11.1	17.9	27.9
Quick test ratio	4.2	8.9	11.0	17.7	27.7
Efficiency ratios					
Inventory turnover -days	3	3	3	3	3
Accounts receivable turnover -days	12	12	12	12	12
Accounts payable turnover -days	21	21	21	21	21
Fixed asset turnover	1.2	2.1	2.2	2.4	3.2
Total asset turnover	1.0	1.4	1.4	1.2	1.1
Profitability ratios					
Gross profit margin	41%	54%	58%	59%	62%
Net profit margin	-19%	15%	19%	23%	28%
Operating profit margin	5%	29%	37%	41%	46%
Return on assets	-20%	21%	27%	28%	30%
Return on equity	-74%	50%	46%	40%	37%
Dividend payout	0%	10%	10%	10%	10%
Solvency ratios					
Debt to equity ratio	2.7	1.4	0.7	0.4	0.2
Total assets to equity ratio	3.7	2.4	1.7	1.4	1.2
Total assets to total liabilities ratio	1.4	1.7	2.4	3.4	5.1
Capitalisation ratio	0.7	0.6	0.4	0.3	0.2
Interest coverage ratio	0.7	6.3	10.6	14.6	22.1

TANZANIA



Certificate of Incorporation

Section 15

No 99581

I HEREBY CERTIFY THAT

GREEN BANGLA (T) 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 27TH day of MAY**TWO THOUSAND AND THIRTEEN**

A handwritten signature in black ink, appearing to be 'D. M. M.', written over a dotted line.

Asst. Registrar of Companies

TANZANIA



Certificate of Incorporation

Section 15


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Given under my hand at Dar es salaam

this 27TH day of MAY**TWO THOUSAND AND THIRTEEN**
.....
Asst. Registrar of Companies



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

GREEN BANGLA (T) LIMITED

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

120-997-394

.....
05-06-2013

with effect from

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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



TFN. 226
(Rev. 2/96)

MSS/22/62

JAMHURI YA MUUNGANO WA TANZANIA

LESENI YA BIASHARA

B 01496962

(Imetolewa chini ya Sheria ya Leseni za Biashara Na. 25 ya Mwaka 1972, marekebisho ya mwaka 1980 na masharti yaliyo nyuma)

*Futa isiyotakiwa.

1. Ofisi iliyotolewa... KINONDONI MUNICIPAL COUNCIL
 2. Nambari ya Ushuru wa mapato... 120-997-394
 3. Leseni imetolewa kwa... GREEN BANGLA (T) LTD
kuendesha biashara ya... SUPPLY OF AGRICULTURAL PRODUCTS
katika Wilaya/Kanda* ya... KINONDONI Mtaa... MIASANI
4. Ni ya Shina/Tawi*... PLOT NO. 283
Ada Sh. NIL Nambari ya Stakabadhi... BLOCK "B"
ya tarehe... —
 5. Mpya inaendeleza* muda wa leseni Na... NEW
ya tarehe... —
- (ii) Muda wa leseni hii utaishia 30 Juni, 20... —

Tarehe... 05-06-2013
Box Dsm

MUNICIPAL TRADE OFFICER
KINONDONI MUNICIPAL COUNCIL
J. A. I. K...
Sahihi na Muhuri wa Mtoaji Leseni

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

GREEN BANGLA (T) LIMITED

DRAWN BY

REBECCA MTURI
P.O.BOX 4596
DAR ES SALAAM

TANZANIA

Stamp Duty Shs. 5600/-

PAID ON ORIGINAL

Receipt No. 34644 of 27/05/13

Stamp Duty Officer

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

GREEN BANGLA (T) LIMITED

TANZANIA

Stamp Duty Shs. 2800/-

PAID

Receipt No. 34644 of 27/05/13

Asst. Registrar of Companies

1. The name of the Company is: - **GREEN BANGLA (T) 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 the business of commercial agriculture and manufactures, purchasers, sellers, importers, exporters, dealers, agents, distributors of all kinds of agricultural inputs and products, supply for tractors and its spare parts, and supply of all farm implements of all kinds.
 - (b) To establish, acquire, control, manage and carry on International schools and provide opportunities for study and research.
 - (c) To carry on all or any of the business of hospital, chemist, druggist and chemical manufacturers of all kinds.
 - (d) To carry on business of hotel, restaurant, conference centres, holiday camp, leisure centre, caravan sites and apartment house proprietors.
 - (e) To buy, sell and hold immovable properties and to the business of real estate.
 - (f)) To manufacture, purchase, import, export, store, process, sell and generally to deal in all materials, articles, substances and things required for or incidental to the manufacture, preparation, adaptation, treatment, use or working of the foregoing or the packing, storing or otherwise dispose of all or any of the same as may be thought desirable.
 - (g) To carry on the businesses of embroidery on cotton cloth, silk cloth, manmade fiber and natural leather, manmade leather and any other natural or artificial fiber or fibrous substance in all its forms and perspectives and undertake all such active.ties as are allied, related, linked or associated therewith and to do all such acts deeds or thing as may be required for effective discharge of these objects.

- (h) To carry on the businesses of ginning, spinning, open end spinning, sizing, weaving, stitching, manufacturing, pressing, doubling, packing, and bailing of cotton, hems, silk, artificial silk, synthetic fibre, wool and any fibrous materials used for textile and the cultivation or manufacturing thereof and the business of weaving or otherwise manufacturing, bleaching, printing, whether textile, frebled, netted or looped and of importing, buying, selling and dealing in cotton, yarn, cloth fabrics, wool and other raw material and transact mercantile business that may be necessary or expedient and to purchase and sell raw material and manufacturing articles.
- (i) To enter into hire purchaser agreements with customers of the Company and to negotiate, assign, mortgage or pledge such agreements for cash or otherwise or the payments due or rights accruing there under.
- (j) To receive money on deposit and to lend and advance money to such persons or Companies on such terms as the Company may think fit and to guarantee performance by the Company of any obligation or liability it may undertake.
- (k) To procure the Company to be registered or recognized in any other part of the Commonwealth or in any other foreign country.
- (l) To carry on the business of insurance of all types and to effect and maintain insurance on the life or lives of any director or directors and other officers or servants of the Company and any other persons in whose lives the Company has an insurable interest.
- (m) To take or hold shares in any other company carrying on any business capable of being conducted so as to directly or indirectly benefit the company.
- (n) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company.
- (o) To let on lease or on hire the whole or any part of the real and personal property of the Company on such terms as the Company shall determine.
- (p) To carry out the business of general supplies, carry on the business as traders, general merchant whether wholesale, retail or both, commission agents, importers and exporters and to buy, sell, hire, manufacture, barter trade and deal in property, goods, produce articles of every description of agency, commission, commercial, industrial, mercantile and agricultural business.

- (q) To carry on the business of manufactures, purchaser, sellers, importers, exporters, dealers, agents, distributors of all kinds of groceries, sundry goods and merchandise of all kinds.
- (r) To carry on business as dealers, buyers, sellers, importers, exporters, manufacturers, processors, blenders of agricultural and industrial chemicals, veterinary drugs, vaccines, animal health products, natural drug extractors, pharmaceutical chemicals, phosphorous chemicals, chemicals for water treatment, equipment suppliers and stockists. To run hospitals, day centres, age care homes and all related activities whatsoever.
- (s) To set up, erect, construct, purchase, take on lease, run, operate and administer plants and factories and to carry on all such functions and business as are necessary and incidental to meet the objectives of the Company.
- (t) To carry on the business as general merchants, universal providers, universal exporters and importers, universal wholesalers and retailers of all commodities and/or goods of whatever description.
- (u) To carry on the business of catering services, whether indoor or outdoor, to the official functions and general public at large.
- (v) To carry on the business of plastic processing, designing and manufacturing.
- (w) To carry on business of manufactures, producers, processors, growers, fermentators, distillers, refiners, makers, inventors, suppliers of any chemical, cosmetics, detergents, soaps, compressed coal, gases, petro -chemicals, plastics, sanitary products, fuel and extracts.
- (x) To import and purchase raw materials, equipments, machineries, spare parts or other articles of use required by the Company for the purpose of carrying on the business of the Company.
- (y) To draw, accept and make, and to endorse, discount and negotiate, bills of exchange and promissory notes and other negotiable instruments.
- (z) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debenture stock, perpetual or otherwise charged upon all of any of the Company's property and rights both present and future, bonds, mortgage, or any other securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.

- (aa) To pay for all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company or to contract with any person, firm or Company to pay the same, and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, stock or securities of the Company.
- (bb) To invest the moneys of the Company not immediately required in such manner, other than in the shares of this Company as from time to time may be determined.
- (cc) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation, with any other Company, or any partnership or person, carrying on business within the objects of this Company.
- (dd) To do all or any of the matters hereby authorized in any part of the world either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents.
- (ee) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.
- (ff) To obtain all powers and authorities necessary to carry out or extend any of the above objects. The objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in anywise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.
- (s) To engage in any other activities which may be authorized to be undertaken by the company under any law.



AND it is hereby declared that the word "COMPANY" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where expressed by a reference to or inference from the terms of any other paragraph or the name of the company.

4. The liability of the members is **LIMITED**.

5. The share capital of the company is **Tanzania Shillings Five Hundred Million (TZS**

500,000,000/=) divided into (10,000) ordinary shares of TZS. 50,000/= each. Subject and without prejudice to the rights attached to any class of shares for the time being carrying special rights, the shares of the company, whether part of the original or any increased capital of the company may be issued with any special, qualified, preferred or deferred rights and privileges or conditions as to capital, dividends, rights of voting or other matters but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company for the time being in force.

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

Names, addresses and description of subscribers	Number of shares taken by each subscriber	Signature(s)
Abdur Rahaman Raju, P.O.BOX 63273 Sokoine Branch Dar es Salaam	9600	
Mostafizur Rahman, P.O.BOX 63273 Sokoine Branch Dar es Salaam	400	

Dated at Dar es Salaam this day of, 2013

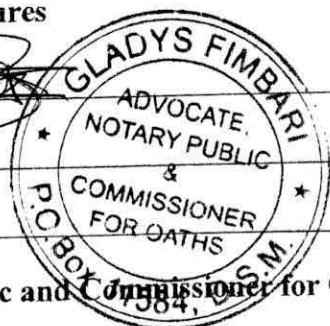
Witness to the above signatures

Signature: _____

Name: _____

Address: _____

Qualification: Notary Public and Commissioner for Oath



TANZANIA
Stamp Duty Shs. 8000/-
PAID ON ORIGINAL
Receipt No. 34649 of 27/05/13
Stamp Duty Officer

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

TANZANIA
Stamp Duty Shs. 2800/- Paid
Receipt No. 34651 of 27/05/13
Asst. Registrar of Companies

GREEN BANGLA (T) LIMITED

1. In these articles, unless the context otherwise requires, expression defined in the Companies Act 2002 or any statutory modification thereof in force at the date at which these articles become binding on the Company (hereinafter referred to as "The Act"), shall have the meanings so defined; and words importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate.
2. The regulations made herein shall apply to this Company and the regulations contained in part 1 of Table A will only apply as modified by the following regulations and if there appears or arise any inconsistency between the provisions of these regulations and those of Table A the provisions of these regulations herein shall prevail.

SHARES

3. The Company is registered as a private company and accordingly:-
 - (a) The right to transfer shares is restricted in the manner hereinafter provided.
 - (b) The number of the members of the Company (exclusive of the persons who are in the employment of the Company) is limited to fifty, provided that when two or more persons hold one or more shares in the Company jointly, they shall for the purpose of these articles be treated as a single person.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
 - (d) The company shall not have power to issue share warrants to bearer.
4. The shares shall be under the control of the Directors, who will allot or otherwise dispose of the same to such persons and on such conditions and terms, as they think fit.

5. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a 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 or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
6. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee and indemnity as the Directors think fit.
7. Without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred to other special rights or restrictions, whether in regard to dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed.
8. The Company shall not be bound to recognise any equitable contingent future or partial interest in any share or any right in respect of a share other than an absolute right thereto in the person or persons from time to time registered as the holder or holders thereof, but the Directors shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons who may have an interest therein.
9. The Company shall have first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person for his debts liabilities and engagements whether solely or jointly, with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may, from time to time, declare any share to be exempt, wholly or partially, from the provisions of this article.
10. No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
11. 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 receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time so specified the amount called on his shares. A call shall be deemed to have been made the time when the resolution of the Directors authorising the call was passed.

12. The joint holders of share shall be jointly and severally liable to pay all calls in respect thereof.
13. (a) The Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of shares to a person or entity of whom they do not approve, and they may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the Ordinary General Meeting in each year and at such other time as the Directors may direct, not exceeding in all thirty days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding One Hundred Thousand Shillings is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of shares to which it relates, and such other evidence as the Director refuse to register any shares they shall within two months after the date on which the transfer was lodged with the Company send the transferee notice or such refusal.
- (b) Any share may be transferred at any time by a member to the other member or a spouse or offspring of the transferor member and any share of the deceased member may be transferred by his executors or administrators of such deceased member's spouse or offspring.
- (c) Save as herein otherwise provided no share shall be transferable to a person or entity who is not a member of the Company so long as any member thereof is willing to purchase the same at a fair value. Such fair value shall be determined by the unanimous decision of the Directors of the Company as and when such occasion for sale or transfer arises and such determination of the Directors shall be accepted by all the parties as fair value. In the event that all of the Directors fail to reach agreement on the fair value, an independent auditor shall be selected by the Directors to determine the fair value for such shares. Upon refusal by all the members of the Company to buy the shares of a member such last mentioned member shall be entitled to sell such shares to any persons or entities and the Directors shall register or cause to be registered the transfer relating to such shares.
- (d) Notwithstanding anything contained herein a share shall be transferable to any one with the written consent of the Directors and the Directors shall have the power to register such transfer.
14. Shares shall be transferred in the following form, or in any usual or common form which the Directors shall approve:-

I, A.B., of _____ in consideration of the sum of Shs. _____ paid to me by C.D., of _____ (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered _____ in the undertaking called **GREEN BANGLA (T) LIMITED** to hold unto the said transferee subject to the several conditions on which I hold the same and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

At Witness our hands the _____ day of _____, 200__

Witness to the signature of, etc.

15. The executors or administrators of a deceased member (not being one of the several joint holders) or, a court appointed receiver or trustee in liquidation, in the event of a winding up, dissolution or other similar action where the shareholder is an entity, shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death, winding up, dissolution or other similar action, of any one or more of joint registered holders of any registered shares, the survivor or survivors or the legal personal representatives of the deceased survivor or the court appointed receiver or trustee in liquidation, as the case may be, shall be the only persons recognized by the Company as having any title to or interest in such shares.
16. Any person or entity becoming entitled to a share in consequence of the death, winding up, dissolution 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 share or, instead of being registered himself, to make such transfer of the share as the deceased, wound up, dissolved or bankrupt person or entity could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have in the case of a transfer of a share by the deceased, wound up, dissolved or bankrupt person before the death, winding up, dissolution or bankruptcy.
17. A person or entity becoming entitled to a share by reason of the death, winding up, dissolution, or other similar action, or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he/it would be entitled if he/it were the registered holder of the share, except that he/it shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
18. If a member fails to pay any call or installment 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 installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

19. 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.
20. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
21. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
22. A person or entity whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him/it to the Company in respect of the shares, but his/its liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
23. 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 on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons or entities claiming to be entitled to the share, and that declaration, and the receipt of the Company for the consideration, if any, given for the share on the sale or disposition thereof, shall constitute a good title to the share, and the person or entity to whom the share is sold or disposed of shall 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/it title to the share be affected by and irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the shares.

ALTERATION OF CAPITAL

24. The Directors may, with the sanction of an extra-ordinary resolution of the Company, increase the capital by such sum to be divided in shares of such amount, as the resolution shall prescribe.
25. The new shares be issued upon such terms and conditions and with such rights and privileges annexed thereto and subject to such conditions and restrictions as the General Meeting resolving upon the creation of such new shares shall direct of as the Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of the asset of the Company and with or without any right of voting.

26. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium, to all the then shareholders of any class of shares, in proportion to the amount of the capital held by them, or make any other provision as to the issue and allotment of the new shares; but, in default of any such determination the new shares may be dealt with as if they formed part of the shares in the original capital.
27. Except so far as otherwise provided by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with references to the payment of calls and installments, control, transfer and transmission, forfeiture lien, surrender and otherwise.
28. The Company may, by special resolution:-
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum, reduce its Share Capital, any capital redemption reserve fund or any share premium account in any way but always nevertheless subject to the provisions of the Act;
 - (c) Cancel shares which, at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person, and diminish the amount of the share capital by the amount of the shares so cancelled.

GENERAL MEETINGS

29. A General Meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) as may be prescribed by the Company in General Meeting, or in default, at such time in the month following that in which the anniversary of the Company's incorporation occurs as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
30. The above mentioned General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary Meetings.

31. The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened, may be convened by such requisitionists as is provided by the Section 134 of the Act. If at any time there are not within Tanzania sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

32. When it is proposed to pass a special resolution twenty one clear days' notice and in other cases fourteen days notice specifying the place, day and hour of meeting, and, in case of special business, the general nature of such business, shall be given to the members either by advertisement or by notice sent by post.
33. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS

34. All business shall be deemed special that is transacted at any Ordinary Meeting with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, 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 auditors.
35. No business shall be transacted in any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two members personally present shall be a quorum. A corporation present by a proxy who is not a member shall be deemed to be a member personally present for the purposes of this clause.
36. 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; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
37. The Chairman or in his absence the Deputy Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
38. If there is no such Chairman or Deputy Chairman, or if any meeting they are not present within fifteen minutes after the time appointed for holding the meeting, or are unwilling to act as Chairman, the members present shall choose some one of their number to be Chairman.

39. 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 the adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
40. 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 the Chairman of the meeting or by at least two members present in person or by proxy and, unless a poll is so demanded a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and entry to that effect in the minute book shall conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.
41. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once, after an interval or adjournment, or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the chairman shall determine the same, and such determination made in good faith shall be final and conclusive.
42. 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 poll is demanded, shall be entitled to a second or casting vote.
43. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman or a meeting, and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

VOTES OF MEMBERS

44. 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 share of which he is the holder. A corporation present by a proxy who is not a member shall be deemed to be a member present in person for the purposes of this clause.
45. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the

Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

46. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if were solely entitled thereto; and if more than one of such joint holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first on the register of such shares shall alone be entitled to vote in respect thereof; several executors or administrators of a deceased member in whose sole name any shares stand shall for the purposes of this clause be deemed joint holders thereof.
47. 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, curator bonis or other person in the nature of a committee or curator bonis appointed by that court, and such committee, curator bonis or other person may on a poll, vote by proxy.
48. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office or by the chairman of the meeting before the vote is given.
49. No member shall be entitled to be present, or to vote on any question, either personally or by proxy, or as proxy for another member, at any General Meeting, or upon a poll, or reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.
50. On a poll votes may be given either personally or by proxy.
51. The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorized in writing, or, if the appointor is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. No person shall act as a proxy unless either he is entitled on his own behalf to be present and vote at the meeting at which he acts as proxy, or he is appointed to act at that meeting as proxy for a corporation.
52. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notorially certified copy of such 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.

53. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve.

GREEN BANGLA (T) LIMITED

I, _____, of _____ being a member of _____ hereby appoint _____ of _____ as my proxy to vote for me and on my behalf at the ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held _____ on the day of _____ and at any adjournment thereof.

Signed this _____ day of _____, 200__.

DIRECTORS

54. Unless otherwise determined by a General Meeting the number of Directors shall not be less than two and not more than seven. The following shall be the first Directors of the Company:

1. **ABDUR RAHAMAN RAJU**
2. **MOSTAFIZUR RAHMAN**

55. The remuneration of each of the Directors shall be determined by the Company in General Meeting from time to time. The Directors shall also be entitled to be prepaid all traveling expenses incurred by them respectively in or about the performance of their duties as Directors, including their expenses of traveling to and from Board meeting. If any Directors shall render any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration in addition to his salary, commission, or participation in profits or otherwise as may be arranged.

56. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the Directors shall not, except in emergencies or for the purpose of filling up vacancies, act so long as the number is below the minimum.

57. A limited liability company or other corporation shall be capable of being appointed a Director and shall discharge its duties and functions from time to time through one of its nominee but in no other manner.

58. The Directors shall have power, upon mutual agreement, at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy, or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

POWERS AND DUTIES OF DIRECTORS

59. As a shareholder and a director of GREEN BANGLA (T) LIMITED, ABDUR RAHAMAN RAJU shall be responsible for the management of the company's business, for which purpose he shall exercise all the powers of the company and shall have final decision on all the matters pertaining the Company.
60. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company, and may exercise all such powers of the Company as are not by the Act, or any statutory modification thereof for time being in force, or by these articles, required to be exercised by the Company in general meeting, and the exercise of the said powers shall be subject also to the control and regulation of any general meeting of the Company, but no resolution of the Company in general meeting shall invalidate any prior act of the Director which would have been valid if such resolution had not been passed. In the management of the Company's business, no Director as such shall incur any personal liability except for a breach of any express contract between himself and the Company or a breach of trust knowingly and willfully committed by him.
61. The Directors may from time to time appoint, one or more of their body to the office of Managing Director or to such other executive office under the Company for such term, and at such remuneration (by way of salary, or commission or participation in profits, as they may think fit and a Director so appointed shall not, while holding that office, be subject to retirement by rotation, or taken into account in determining the rotation or retirement of Director, but his appointment shall be subject to determination ipso facto if he ceases from any cause to be a Director, or if the Company in general meeting resolves that his tenure of the office of Managing Director or executive be determined.
62. The Directors may from time to time at their discretion borrow any sum of money for the Company's business and may give such security as may be necessary or expedient.
63. The Directors shall duly comply with the provisions of the Act, or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the registration of particulars of mortgages and charges affecting the property of the Company, or created by it, and to keeping a register of the Directors, 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 capital, and copies of special and

extraordinary resolutions, and a copy of the register of Directors, and notification of any charges therein.

64. The Directors shall cause minutes to be made in books provided for that purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;
- (c) of all resolution and proceedings at all meetings of the Company; and of the Directors and of the Committees of Directors;

and every Director present at any meeting of Directors or Committee of Directors shall sign his name in a book to be kept for that purpose.

RESOLUTION WITHOUT MEETING

65. A resolution determined without any meeting of the Directors and evidenced by the assenting signatures under the hands of the majority of the Directors, shall be as valid and effectual as a resolution duly passed at a meeting of the Directors. The resolution shall be submitted to each Director for his approval or dissent.

65 (a) The Directors shall provide a common seal for use at its registered office and as many facsimile thereof for use outside Tanzania in places, districts or territories where the Company had or may have opened an office or extended its operations for the purposes of the Company and substitute a new Common Seal therefore and as many new facsimile thereof as may be necessary or expedient. The Seal or its facsimile shall never be used except by the authority of the Directors or a Committee of the Directors previously given.

(b) Every deed or other instrument to which the Seal of the Company or its facsimile is required to be affixed shall, unless the same is executed by a duly constituted attorney or the Company, be signed by two Directors or one Director and the Company Secretary in whose presence the Seal or its facsimile shall have been affixed.

DISQUALIFICATION OF DIRECTORS

66. The office of Director shall ipso facto be vacated:-

- (a) if the Director becomes bankrupt or suspend payment or compound with creditors; or
- (b) if the Director is found to be lunatic or becomes or unsound mind; or

- (c) if the Director absents himself from the meetings of the Directors for a continuous period of six months without special leave of absence from the Directors, and the Board resolves that his office be vacated; or
- (d) if without the consent of the Company the Director accepts holds any other office or place of profit under the Company except that of Managing Director, Manager, Lawyer or Secretary; or
- (e) if the Director is concerned or interest in or participates in the profits or any contract with or work done for the Company; but no Director shall vacate his office by reason of his being a member of any corporation which has entered into contracts with or done any work for this Company or which is concerned in or participates in the profits of any contracts with the Company if he shall have declared the nature of his interest in manner required by the Act.
- (f) if by notice in writing to the Company the Director resigns his office; or
- (g) if the Director ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

ROTATION OF DIRECTORS

67. At the first Ordinary Meeting of the Company the whole of the Directors shall retire from office, and at the Ordinary Meeting in every subsequent year one third of the Directors of the time being, or if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office.
68. (a) The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (b) Notwithstanding any restriction contained herein 70% of the shareholders present at a general meeting may by resolution nominate any Directors to the office of a Director for a further period of one year.
69. A retiring Director shall be eligible for re-election.
70. The Company at the general meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereof.

71. If at any general meeting at which an election of Directors ought to take place, the place of any Director retiring by rotation is not filled up, he shall, if willing, continue in office until the Ordinary Meeting in the next year, and so on from year to year until his place is filled up, unless it shall be determined at such meeting on due notice to reduce the number of Directors in office.

72. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, upon mutual agreement, but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

73. The Directors shall have power, upon mutual agreement, at any time, and from time to time to appoint a person as an additional Director who shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the Company at that meeting as an additional Director.

74. 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 stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

75. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an 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. During his absence from East Africa a Director shall not be entitled to have notice of such meeting.

76. 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.

77. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company but for no other purpose.

78. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; and unless otherwise determined the period for which he shall hold office shall be one year; but if no such Chairman is elected or if at any one meeting the Chairman

is not present within fifteen minutes after the time appointed for holding the same, the Directors may choose one of their number to be Chairman of the meeting.

79. The Directors may delegate any of their powers to a committee consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to regulations that may be imposed on them by the Directors.
80. Any Director who is absent from East Africa or is about to leave East Africa may appoint any duly qualified member of the Company (not being already a Director of the Company) who is approved by the majority of the Directors, to be an alternate or substitute Director during such period (not exceeding six months) as he is so absent. The appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, but he shall not be required to have any share qualification, and shall not be entitled to remuneration otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.
81. A Committee may elect a Chairman of their meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
82. A Committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined 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.
83. All acts done by any meeting of the Directors or of a Committee of Directors, or by any person acting as a Director, shall notwithstanding that it be 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 valid as if every such person had been duly appointed and was qualified to be a Director.

LOCAL MANAGEMENT

84. The Directors may from time to time provide for the management and transaction of the affairs of the Company in any part of Tanzania or abroad in such manner as they think fit, and the provisions contained in the four next following articles shall be without prejudice to the general power conferred by this paragraph.
85. The Directors from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in any locality where the Company carries on business and may appoint any person to be member of such local board, or any managers

or agents, and may fix their remuneration. And the Directors from time to time, and at any time, may delegate to any person so appointed any of the powers, authorities and discretion for the time being vested in the Directors other than the power of making calls, and may authorize the members for the time being of any such local board, or any of the agencies to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

86. The Directors may at any time, and from time to time, by power of attorney under the Company's seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretion (not exceeding those vested in or exercisable by the Directors under these presents), and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company, or of the members, directors, nominees, or managers of any company or firm, or in favour of any person or persons whether nominated directly or indirectly by the Directors; and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors may think fit.
87. Any such delegates or attorneys as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.
88. The Company may exercise the powers conferred by the Act and such powers shall accordingly be vested in the Directors, and the Company may cause to be kept in any part of Tanzania or any part of the world in which it transacts business a branch register of members resident in that part.

DIVIDEND AND RESERVE

89. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
90. 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.
91. No dividend shall be paid otherwise than out of the profits.
92. 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 upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.

93. The Directors may, before recommending any dividend set aside, out of the profits or the Company, such sums as they think proper as a reserve fund to meet contingencies, or for equalising dividends, or for property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company; and may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from other assets.
94. If several persons are registered as joint holders of any shares anyone of them may give effectual receipts for any dividend payable on the share.
95. Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the persons entitled to share therein.
96. The Declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.
97. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the members, be set off against the call. The making of call under this cause shall be deemed ordinary business of any Ordinary General Meeting which declares a Dividend.
98. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.
99. Any General Meeting may resolve that any moneys, investments or other assets forming part of the dividend profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full, either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the said Company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock, and that such distribution or

payment shall be accepted by the such shareholders in full satisfaction of their interest in the said capitalised sum.

100. A transfer of shares shall not pass the right to any dividend declared thereon after such transfer and before the registration of the transfer.

101. The Directors may retain the dividends payable upon shares in respect of which any person is under the transaction clause entitled to become a member or which any person under that clause entitled to transfer, until such person shall become a member in respect of such shares or shall duly transfer the same.

102. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or, in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque or warrants so sent shall be made payable to the order of the person to whom it is sent.

103. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for five years after having been declared may be forfeited by the Directors for the benefit of the Company.

104. No dividend shall bear interest against the Company.

ACCOUNTS

105. The Directors shall cause true accounts to be kept:-

- (a) of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and
- (b) of all sales and purchases of goods by the Company;
- (c) of the assets and liabilities of the Company.

106. The main signatory of all Company's Bank Accounts shall be **ABDUR RAHAMAN RAJU** and in case of his death, accident and or his non availability for a period of 3 years, the second Director **MOSTAFIZUR RAHMAN** shall proceed to sign in the absence of Abdur Rahaman Raju.

107. The books of account 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.

108. The Directors shall from time to time determine whether and to what extent and what times and place 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 of the Company or by the Company in a General Meeting.

109. At the general meeting in every year, the Directors shall lay before the Company a profit and loss account, and a balance sheet, containing a summary of the property and liabilities of the Company, made up to a date not more than six months before the meeting, from the date up to which the last preceding account and balance sheet were made up, and in the case of the first account and balance sheet from the incorporation of the Company, and such balance sheet and account shall comply with the provisions of the Act.

110. Every such account and balance sheet shall be accompanied by the auditor's report and a report of the Directors as to the state and condition of the Company, and as to the amount (if any) which they recommend to be paid out of the profits by way of dividend or bonus to the members and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained; and the account, report and balance sheet shall be signed by two Directors.

111. A copy of such balance sheet and report shall, fourteen days before to the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder.

AUDIT

112. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

113. The Company at each General Meeting shall appoint an auditor or auditors to hold office until the next General Meeting and their appointment, remuneration, rights and duties shall be regulated by Sections 170 – 179 of the Act.

114. Every account of the Directors, when audited and approved by a General Meeting, shall be conclusive except as regards any error discovered therein within three months next after the

approval thereof, whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

NOTICES

115. A notice may be given by the Company to any member either personally, or by sending it through the post in prepaid letter addressed to such member at his registered address, or (if he has no registered address in Tanzania) at the address, if any, within Tanzania supplied by him to the Company for the giving of notices to him.
116. As regards those members who have no registered place of address in Tanzania, a notice posted up in the office shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.
117. The holders of shares warrants shall not, unless otherwise expressed therein, be entitled in respect thereof to notice of any General Meeting of the Company, and it shall not be necessary to give notice of General Meeting to any person entitled to a share by transmission unless such person shall have been duly registered as a member of the Company.
118. Any notice sent by post shall be deemed to have been served on the day on which the letter, envelope or wrapper containing the same is posted, and proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into post office. A certificate in writing signed by any manager, secretary or other officer of the Company, that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
119. 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.
120. 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 by title of representatives of the deceased, or trustee of the bankruptcy or by any like description, at the address, if any, in Tanzania supplied for the purpose by the persons claiming to be so entitled, or (until such an address had 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.
121. Notice of every General Meeting shall be given in the manner hereinbefore authorised to (a) every member of the Company except those members who (having no registered address within Tanzania) have not supplied to the Company an address within Tanzania for the giving of notices to them, and also to (b) every person entitled to a share in consequence of the death or bankruptcy of a member who but for his death or bankruptcy, would be entitled to receive notice of the meeting. No other persons shall be entitled to receive notices of General Meeting.

WINDING UP

122.If the Company shall be wound up, and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid up capital such assets shall be distributed so that as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid-up at the commencement of the winding up, on the shares held by them respectively. And if in winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid-up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively.

123.If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories, in specie or in kind, any part of the assets of the Company, and may, with the like sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, or any of them as the liquidators, with the like sanction, shall think fit.

REMINDERS

124.The Directors shall comply with the following provisions amongst others of the Act:



- (a) Sending in proper return of allotments
- (b) Sending to the Registrar notice of consolidation or sub-division of shares
- (c) Notice of increase of share capital
- (d) Keeping registers of mortgages and charges and allowing inspection, and registering such mortgages and charges with the registrar
- (e) Keeping a register of members
- (f) Making an Annual Return, etc.
- (g) Calling a General Meeting every year within the proper time
- (h) Sending to the Registrar copies of special and extraordinary resolution, etc.
- (i) Keeping a register of Directors and notifying their names and nationality and changes in the Board

ALTERATION OF ARTICLES

125.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 alteration or addition so 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.

INDEMNITY

126. Every Director, Managing Agent, Auditor, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against all the costs, losses and expenses which such officer or servant of the Company may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, except any such as shall have arisen from their own respective willful acts or defaults.

Names, addresses and description of subscribers	Number of shares for each subscriber	Signature(s)
Abdur Rahaman Raju, P.O.BOX 63273 Sokoine Branch Dar es Salaam	9600	
Mostafizur Rahman, P.O.BOX 63273 Sokoine Branch Dar es Salaam	400	

Dated at Dar es Salaam this day of2013

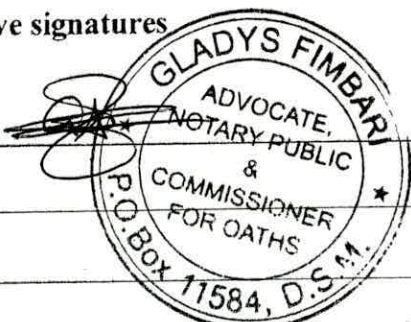
Witness to the above signatures

Signature: _____

Name: _____

Address: _____

Qualification: Notary Public and Commissioner for Oaths



Investment Breakdown US\$/Tshs.M

Land/Building	100,000
Plant	150,000
Vehicles	150,000
Furniture & Fittings	20,000
Pre-expenses	30,000
Others	
Working Capital	90,000
TOTAL	540,000

Contact Details:

Name: MOSTAFIZUR RAHMAN

Title: DIRECTOR

Telephone: 0756170185

Fax:

Email: greenbanglatz@gmail.com

Payments to be made payable to:

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



APPLICATION SUMMARY

Company Name: GREEN BANGLA (T) LIMITED

Certificate of Incorporation Number: 99581 Status: NEW

Certificate of Incorporation Date: 27 MAY 2013

Post Box: 63273

Town: DAR ES SALAAM

Sector: MANUFACTURING Sub-Sector: PLASTIC PRODUCT MANUFACTURING

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
540,000 - - -

Project Objectives: TO MANUFACTURE HIGH QUALITY PLASTIC PRODUCTS FOR LOCAL AND EXPORT

Capacity:

Employment: Foreign: 5 Local: 15 Total: 20

Implementation Period: 3 YEARS

Project Location

Site/Plot/Block No.: MWANINGA AREA - KISARawe WARD II

Street: KIGAMBONI District: TEMERU Region: DAR ES SALAAM
(Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %
1. ABDUR RAHAMAN RAJU BANGLADESH 96%
2. MOSTA FIZUR RAHMAN BANGLADESH 4%

Handwritten signatures in the table columns.

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

is Tshs./US\$ 540,000.....

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

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

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

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

I, ABDUR RAHAMAN RABU of Post Office Number 63273, DAR ES SALAAM

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

authorized agent of GREEN BANGLA (T) 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 30TH day of SEPTEMBER 2013 }
..... }


Applicant

Before me:





.....
Commissioner for Oaths

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

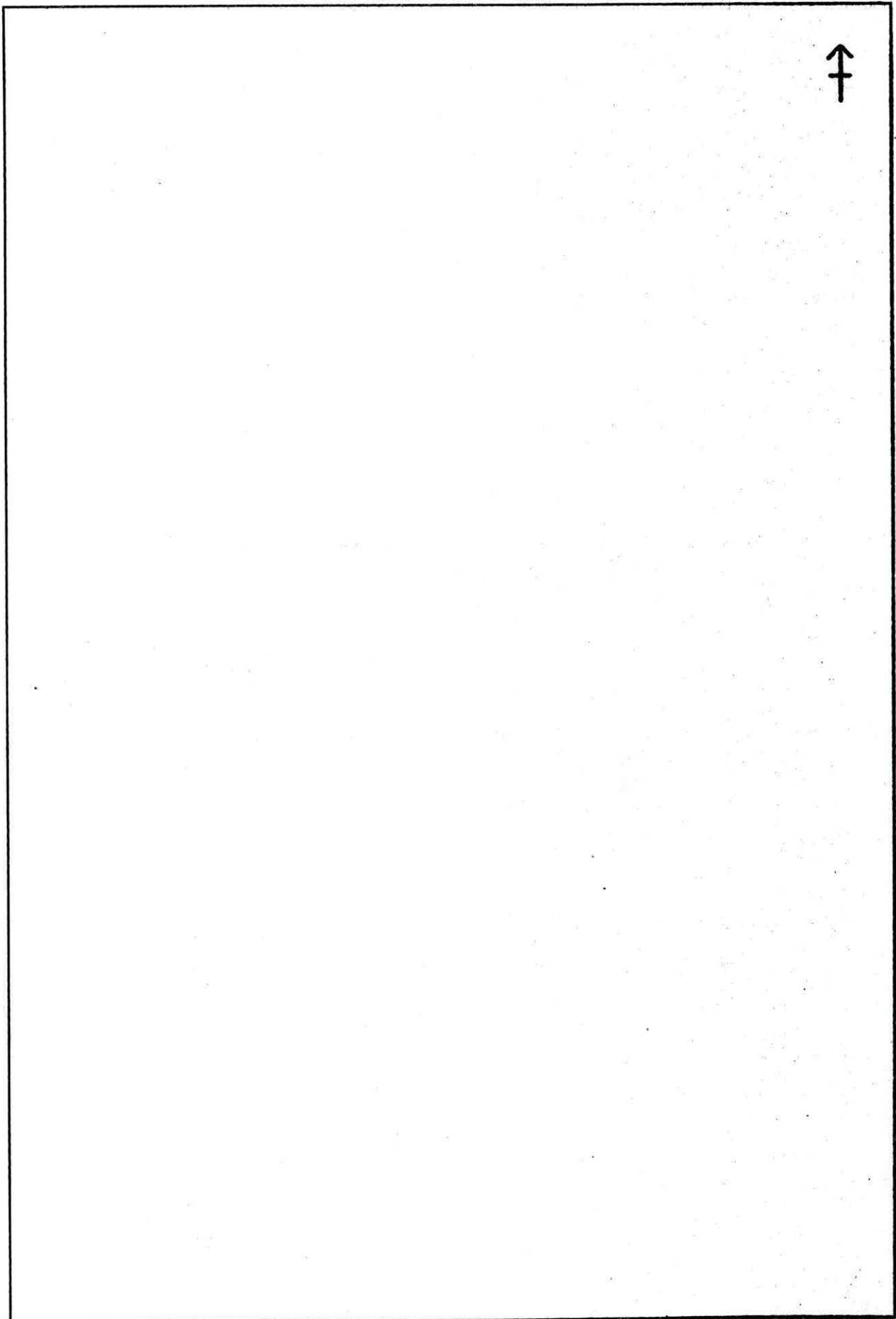
1. I/We ABDUR RAHAMAN RAJU
(director/directors/agent of GREEN BANGLA (T.) LIMITED
(name of business enterprise) apply for registration of TIC CERTIFICATE OF INCENTIVES
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at MWANINGA AREA -
KISARAWI II WARD, KIGAMBONI - TEMBEKE DISTRICT

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 KISARAWI II WARD, KIGAMBONI
4. The Principal Officers of the Company are 1. ABDUR RAHAMAN RAJU
2. MOSTAFIZUR RAHMAN
5. Auditors of the Company are
6. The authorized share capital of the Company is Tshs./US\$ 500,000,000/=



SKETCH MAP SHOWING PROJECT LOCATION





TANZANIA INVESTMENT CENTRE

REGISTRATION FORM

FOR

CERTIFICATE OF INCENTIVES

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

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

(Please fill the form in duplicate)

DATE: July 24, 2013

OUR REF: GBANGLA/SME/2013/07

To whom it may Concern

Dear Sir/Madam,

RE: GREEN BANGLA (T) LIMITED.


We would like to confirm that **Green Bangla (T) Limited** is one of our customers maintaining three current accounts i.e. Tanzanian Shillings Account No. **01-020-216863-00**, with Standard Chartered Bank Tanzania Limited.

We have been maintaining the account with the captioned customer for **one** month and the operation of the account has been good.

The following information provided is strictly confidential for your private use only without any responsibility on the part of this Bank or its officials, and where the information has been obtained from another Bank without responsibility on their official's part.

Any assistance rendered to them will be greatly appreciated.

Yours faithfully,



James B. Mwakilima
Assistant Relationship Manager
SME Banking

HATI YA UTHIBITISHO



OFISI YA SERIKALI YA MTA
S.L.P. 46343
MWANINGA
KISARAWENI
TEMEKE
DAR ES SALAAM
TAREHE.....

MWENYEKITI WA MTA

MWANINGA
16-09-2013

Familia/ Sist/ Mimi MWA JUMA MOHAMED SALUMU
Mkaazi wa mtaa WA MWANINGA Kata KISARAWENI Wilaya TEMEKE
Nikiwa na akili timamu, bila ya kushawishiwa na mtu yeyote tanamuuzia shamba,
kiwanja, nyumba yangu/ langu, Ndugu GREEN BANGLA LTD
Ndugu Mkazi S.L.P. 6343
Kata ya Wilaya DAR ES SALAAM
Leo hii tarehe 16-09-2013

Kwa thamani ya Tsh 11,750,000/= pesa zimelipwa zote Tshs 11,750,000/=
Hii ililipwa ifikapo tarehe

Shamba/ Kiwanja/ Nyumba/ lina ukubwa/ Kina ukubwa wa HEKA MOJA NA NUSU TU. 1/2
kwenye Shamba/ kiwanja/ kuna mazao kama 1. MIKOROSHO, MICHIKOTI
MIPAKA.

1. Mashariki kinapakana na MOHAMMED ATHUMAN MURONI
2. Magharaibi kinapakana na ZULEHA NASSORO
3. Kusini kinapakana na DR. RAMADHAN H. MUHANDO
4. Kaskazini kinapakana na

Jina la Muuzaji / Wauzaji Sahihi Tarehe
1. MWA JUMA MOHAMED SALUMU 16-09-2013
2.
3. Simu no 0714 400 851

Jina la Mmumuzi / Wamumuzi Sahihi Tarehe
1. GREEN BANGLA LTD 16-09-2013
2. KNY
3. Simu no 0756170185



Mashahidi wa Muuzaji Sahihi Tarehe
1. ZAKUBIA BAKARI
2. IBRAHIM BAKARI

Mashahidi wa Mmumuzi Sahihi Tarehe
1. DR. RAMADHAN H. MUHANDO
2. AZAM RICO

Mjumbe wa shina OMARI MIATEN Sahihi Tarehe 16-09-2013
Mjumbe wa S/ mtaa OMARI MIATEN Sahihi Tarehe 16-09-2013

Mauziano haya yamethibiishwa na viongozi wa S/ mtaa, Hivyo ni mauzo halali.

MWENYEKITI S/ MTA

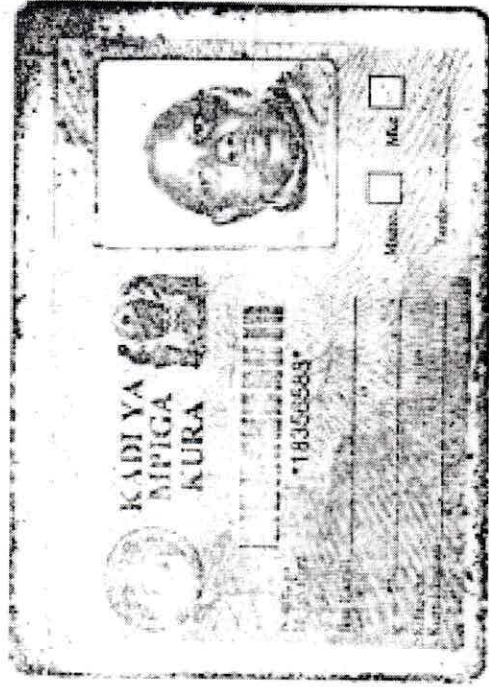
M.W. IZENGO

SIMU NO 0714-383 490

MWENYEKITI WA MTA

MWANINGA

16-09-2013



MWALUMA MOHAMED SALUM

M.M

0714-400851

MWENYEKITI YA MTAJI
MWANINGA

MKATABA WA KUUZINA SHAMBA

MKATABA HUU umefanyika leo tarehe 1.6. mwezi 09 mwaka 2013.

KATI YA

MWAJUMA MOHAMED SALUMU

..... wa
S.L.P H.343..., Dar -es- Salaam (ambaya katika mkataba huu atajulikan
kama **Muuzaji**) kwa upande mmoja

NA

GREEN BANGLA (T) LTD. Wa S.L.P. 63273, Dar-Es-Salaam(ambaye
katika mkataba huu atajulikana kama **Mnunuzi**) kwa upande mwingine;

Ambapo, muuzaji amekubali kwa hiari yake kumuuzia mnunuzi shamba
lililoko Mtaa MWANINGA kisarawe II, Kigamboni kwa jumla ya
shilingi MILIONI KUMINA MOJA LAKI MBILI NA ETU HAMSINI TU
(TSHS 11,250,000/-...) tu.

Kwamba Mnunuzi amekubali kwa hiari yake kukinunua kiwanja hicho kwa
jumla ya shilingi MILIONI KUMINA MOJA LAKI MBILI NA ETU HAMSINI TU
(TSHS 11,250,000/-) tu.

Kwamba, Mnunuzi amemaliza kutoa kiasi chote cha pesa kilichotajwa hapo
juu na muuzaji kukiri kupokea pesa hiyo.

Kwamba, pande zote mbili muuzaji na mnunuzi wameweka sahihi zao kama
ushahidi wa makubaliano yao pamoja na malipo yote yanayohusiana na
makubaliano hayo.


KATIKA USHAHIDI JUU YA MKATABA HUU, pande zote mbili zimekubali kuweka sahihi kama inavyoonekana chini:


Umesainiwa na (jina) MWAJUMA MOHAMED SALIMU)

..... M.M. )

Leo tarehe 16/09/2013)

MUZAJI

Shaidi 1. (jina) ZURUHA BAKARI )

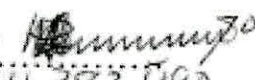
2. (jina) IBRAHIM BAKARI )
0714-266211
D.W.L.E.P.
0713-533999

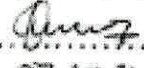
NA

Green Bangla (T) Ltd

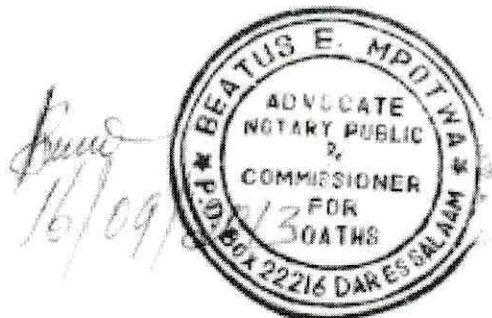
MOSTAFIZUR RAHMAN, POSITION: DIRECTOR )
Director

MNUNUZI

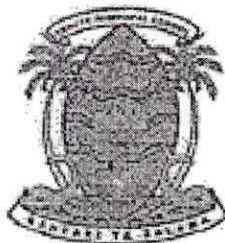
Shaidi 1. (Jina) MOHAMMED WILLIAM IZENGU )

2. (Jina) RMARI MIATANI )
0714 383 490
0717 464 886

Leo tarehe 16-09-2013



HATI YA UTHIBITISHO



picha ya Mnunuzi



Saini ya Dole Gumba

MWENYEKITI WA MTA
MWANINGA

HATI HII NI YA MAKUBALIANO YA UTHIBITISHO KATI YA

GREEN BANGLA LTD

(AMBAYE KWENYE HATI

HII ANAJULIKANA KAMA MNUNUAJI); WA KWANJA, SHAMBANA MUHAMMED W. IZENGU

(AMBAYE KWENYE HATI HII ANAJULIKANA KAMA MWENYEKITI WA SERIKALI YA MTA)

TAMKO LA UTHIBITISHO

Mimi (Jina la Mnunuzi) GREEN BANGLA LTD

NATHIBITISHA KWAMBA KWA KUZINGATIA TARATIBU ZA ARDHI ZINAZOMTAKA MNUNUAJI WA ARDHI KUCHUNGUZA KWAMAKINI NA KUJIRIDHISHA KWAMBA ARDHI ANAYONUNUA HAINA TATIZO / MGOGORO WOWOTE : NIMECHUNGUZA NA KUJIRIDHISHA KWAMBA ARDHI NINAYONUNUA HAINA TATIZO / MGOGORO WOWOTE , NATHIBITISHA KWAMBA NIMERIDHIA MWENYEWI KUNUNUA ARDHI HII

JINA KAMILI (Mnunuzi) GREEN BANGLA LTD

Simu No. 075613

Sahihi yake KNY Tarehe 16-09-2013

KWA MATUMIZI WA OFISI

MAKUBALIANO AHATA YAMEFANYIKA LEO TAREHE 16-09-2013 NA YAMESIMAMIWA NA MWENYEKITI WA MTA WA MWANINGA WILAYA TEMBEKE

JINA LA MWENYEKITI WA S/ MTA NI MUHAMMED W. IZENGU

SAHIHI [Signature] TAREHE 16-09-2013

MWENYEKITI WA MTA

MWANINGA

16-09-2013

CTIN.:1747917

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

GREEN BANGLA (T) LIMITED

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

120-997-394

05-06-2013

with effect from

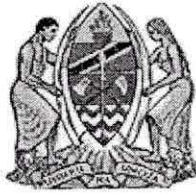
P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

TANZANIA



Certificate of Incorporation

Section 15

No 99581

I HEREBY CERTIFY THAT

GREEN BANGLA (T) 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 **27TH** day of **MAY****TWO THOUSAND AND THIRTEEN**

A handwritten signature in black ink, appearing to be 'D. M. M.', written over a dotted line.

Asst. Registrar of Companies



GREEN BANGLA (T) LTD.

P.O.BOX: 63273 Sokoine Branch
Cell: +255 756170185/ +255 777367015
Email: greenbanglatz@gmail.com
Dar Es Salaam, Tanzania.

Date - 19-09-2013

TO
The Municipal Director
P.o. Box 46343
Dar es salaam, Tanzania
Dear Sir/Madam

**RE: APPLICATION FOR CERTIFICATE OF INCENTIVES FROM TIC-
TOWARDS OWNERSHIP OK A PIECE OF LAND AT KISARAWE II TEMEKE.**

Kindly refer to the above captioned subject.

We wish to introduce to you above captioned company. To wit; GREEN BANGLA (T) LTD which is locally incorporated registered under certificate of incorporation No: 99581 and TIN No: 120-997-394, have been attached all copies.


We have bought a plot Mtaa Mwaninga, kisarawe II district council to use it for industry (plastic factory).

The plot size 8400 squire miters.

We approached to you and indicated interest to invest the industry sector within that plot (Mtaa Mwaninga, Kisarawe II district council).

May I therefore request you to forward a letter to Tanzania Investment Center (TIC) on your kind, also other necessary step.

Thanks you in advance for your usual cooperation.


Mostafizur Rahman
Director
(GREEN BANGLA (T) LTD).



Copy: municipal land officer TMC
Copy: Tanzania Investment center (TIC)

HALMASHAURI YA MANISPAA YA TEMEKE



OFISI YA MTENDAJI
KATA YA KISARAWA II
S.L.P 46343
DAR ES SALAAM
18/09/2013

KUMB.NO TMC/KIS/2013/2

MKURUGENZI WA MANISPAA YA TEMEKE

S.L.P 46343

TEMEKE

YAH: KAMPUNI YA GREEN BANGLA {TZ} LTD – KUOMBA USAJILI **KITUO CHA UWEKEZAJI {T.I.C}**

Kampuni iliyotajwa hapo juu imenunua Kiwanja {shamba} katika Mtaa wa Mwaninga Kata ya Kisarawe II kwa ajili ya kuwekeza kwa kujenga kiwanda cha Plastic ambacho wanakusudia kujenga katika eneo hilo.

Hivyo nawatambulisha kwako Kampuni ya **Green Bangla Tz Ltd S.L.P 63273 Dar es Salaam** ili wapatiwe barua ya utambulisho kwenda kituo cha uwekezaji ambako wanahitaji kupata kibali cha kusajiliwa na hatimae waweze kumilikishwa kisheria kiwanja hicho.

Naambatanisha vielelezo vya Mkatoba.

Ahsante


S.M. Mageza

Afisa Mtendaji

Kata ya Kisarawe II

AFISA MTENDAJI
KATA YA KISARAWA II

TEMEKE MUNICIPAL COUNCIL

[All letters should be addressed to the Municipal Director]

Tel: +255 22-2851054
Fax: +255 22-2850640
E-mail: temekemanispaa@raha.com
Website: tmc.go.tz



P.O. Box 46343,
MANDELA/TAIFA ROAD,
DAR ES SALAAM,
TANZANIA.

REF. LD/TM/L.I/VOL.V

Date: 18/09/2013

The Executive Director,
Tanzania Investment centre (TIC)
S.L.P. 938,
DAR ES SALAAM.

RE: APPLICATION FOR A DERIVATIVE RIGHT OVER A PIECE OF LAND SITUATED AT KISARAWE II

We are responding to an application sent to us from GREEN BANGLA(T) Ltd vide their letter date 19/09/2013.

The above named Company have purchased a plot at Mwaninga Area Kisarawe II ward in Kigamboni Temeke. They are expecting to operate a plastic factory Immediately after the survey work and Tilling process is completed.

Being a foreign Company as well as per the Regulations of the Act, the office is introducing them to your good office for issuance of certificate of incentives and other necessary formalities.

Preparation of Land form No. 1 will follow forms when the survey work is completed (Approved).

Yours sincerely


G.N. Mhindi
AUTHORIZED OFFICER

CC: Director,
Green Bangla (T) Ltd
S.L.P. 63273;
DAR ES SALAAM

BOARD RESOLUTION

**Special Meeting of the Directors Held on 05 June, 2013 at the Company's Head office,
Dar es Salaam**

Attendance: 1. Mostafizur Rahman - Director (Chairman)
2. Abdur Rahman Raju - Director

Agenda: 1. **Opening of the meeting**
2. **Applying for Certificate of Incentives at the TIC**
3. **Closing of the meeting**

Min.1.0 The meeting was opened by the Chairman at 10.00 am by introducing the agenda.

Min.2.0 Application for Certificate of Incentives from TIC:

The Directors discussed on the establishment of a _____ project to be established in Plot _____, _____ region - Tanzania in the name of _____ LIMITED. The project requires considerable resources for its project set up and operation. Board members agreed that every measure must be taken to maximize cost efficiency of the project investment.

Resolution:

A resolution was passed to the effect that the company must apply for a Certificate of Incentives from the Tanzania Investment Centre, to enable it enjoy the Investment Incentives prescribed by Tanzania Investment Act of 1997. The Chairman and Director resolved to pursue the application process of the TIC Certificate of Incentives as soon as possible.

Min.3.0 **Closing of the Meeting:**

The meeting was closed at 01.00 P.m. by the Chairman.



.....
CHAIRMAN (DIRECTOR)

Date: 26/07/2013

0

GREEN BANGLA (T) LIMITED

P.O. Box 63273
Dar es Salaam

Kigogo – Kisarawe II, Temeke Municipal

Ref. No: GRN BANG/01/13

Date: 09th September, 2013

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

RE: APPLICATION FOR TIC CERTIFICATE OF INCENTIVES

M/S GREEN BANGLA (T) LIMITED is a Tanzanian Incorporated Company located in Temeke district. We look forward to establish a plastic manufacturing project and also wish to apply for a TIC Certificate of Incentives so as to benefit from the Investment Incentives as prescribed by Tanzania Investment Act of 1997.

We hereby request your good office to facilitate our project to enable us to fully implement our operations as planned in our Business Plan. With this letter we attach all the necessary documents as required for registration of TIC Certificate of Incentives.

We look forward to your cooperation and support.

Yours sincerely,

Abdur Rahaman Raju
DIRECTOR





TIC Evaluation Report

Name of the Company
Green Bangla (T) Ltd.

Post Box	Kigamboni, Mwaninga Area, Kiwarawe Ward li	COI Number	99581	Contact	Mr. Mostafizur Rahman
Post Office	63273	COI Date	27/05/2013	Designation	Director
Region	Dar Es Salaam	Application F. No	11281	Phone	0
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0756 170 185
		Sub Sector	Plastics	Fax	0
		File No	042542	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD			
Plot/Block	Mwaninga Area, Kisarawe Ward II	Foreign Equity	Local Equity	Foreign Loan	Local Loan
Street	Kigamboni	0.54	0	0	0
District	Temeke				
Region	Dar es Salaam				

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.1
Mostafizur Rahman	Bangladesh	4	Plant	0.15
Abdur Rahaman Raju	Bangladesh	96	Vehicles	0.15
			Furniture & Fittings	0.02
			Pre-expenses	0.03
			Others	0
			Working Capital	0.09
			Total	0.54

Employment	20	Evaluated By	wf officer4
Capacity	xxxx	Drawn By	wf regist3
Project Turn Over		Project Type	Foreign

Description

To establish project for plastic products manufacturing

Recommendations

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

Decision

approved as recommended.
Ag. ED abhauh
11/10/2013

TICC/PP.10/042542/3

11th October, 2013

Managing Director,
Green Bangla (T) Ltd
P.O. Box 63273,
Dar es Salaam.

**RE: CERTIFICATE OF INCENTIVES FOR PLASTIC PRODUCTS
MANUFACTURING IN DARE S SALAAM**

We wish to acknowledge receipt of your project proposal to establish plastic products manufacturing project as presented in the TIC P.A. 1 Form No. 11281 and Feasibility Study with a projected investment amounting to USD 0.54m.

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

- Certified document showing evidence of Land ownership for the location of the project (Sales agreement should be certified as true copy of original)
- Minutes of Village General Meeting

Also be informed you will have to submit a project implementation report in every six months for centre's information and review. Guidelines for the preparation of the report are contained in annexure attached to this letter. Please do not hesitate to contact the Centre for any clarification if the need arises. Also note that a facilitation fee equivalent to US\$ 1000.00 is payable at the ruling exchange rate prior issuance of certificate of incentives. Please make deposit direct to the bank as per bank details below:

.../2

TICC/PP.10/042542/3

11th October, 2013

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

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

Yours sincerely,
Tanzania Investment Centre


Abdi S. Kagomba
Ag: 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

HATI YA UTHIBITISHO



OFISI YA SERIKALI YA MTA
S.L.P. 46343
MWANINGA
KISARAWENI
TEMEKE
DAR ES SALAAM
TAREHE

MWENYEKITI WA MTA
MWANINGA
16-09-2013

Familia/ Sist/ Mimi MWAJUMA MOHAMED SALUM
Mkaazi wa mtaa WA MWANINGA Kata KISARAWENI Wilaya TEMEKE
Nikiwa na akili timamu, bila ya kushawishiwa na mtu yeyote tnamuuzia shamba
kiwanja, nyumba yangu/ langu, Ndugu GREEN BANGLA LTD
Ndugu _____ Mkazi S.L.P. 63373
Kata ya _____ Wilaya DAR ES SALAAM
Leo hii tarehe 16-09-2013
Kwa thamani ya Tsh 11,750,000/= pesa zimelipwa zote Tshs 11,750,000/=
Hii iatlipwa ifikapo tarehe _____

Shamba/ Kiwanja/ Nyumba/ lina ukubwa/ Kina ukubwa wa HEKA MOJA NA NUSU TU
kwenye Shamba/ kiwanja/ kuna mazao kama 1. MIKOROSHO, MICHUUTOTTI
MIPAKA

- 1. Mashariki kinapakana na MOHAMED ATHUMAN MUONI
- 2. Magharaibi kinapakana na ZULEHA NASSORO
- 3. Kusini kinapakana na DR. RAMADHAN H. MUTANGO
- 4. Kaskazini kinapakana na _____

Jina la Muuzaji / Wauzaji _____ Sahihi _____ Tarehe 16-09-2013
1. MWAJUMA MOHAMED SALUM
2. _____
3. Simu no 0714 400 851

Jina la Mmuuzi / Wamuuzi _____ Sahihi _____ Tarehe _____
1. GREEN BANGLA LTD
2. KNY
3. Simu no 0756170185



16-09-2013

Mashahidi wa Muuzaji _____ Sahihi _____ Tarehe _____
1. ZAKUBIA BAKARI
2. IBRAHIM BAKARI BAKER

Mashahidi wa Mmuuzi _____ Sahihi _____ Tarehe _____
1. DR. RAMADHAN H. MUTANGO
2. AZAM RICO

Mjumbe wa shina OMARI MIATENI Sahihi _____ Tarehe 16-09-2013
Mjumbe wa S/ mtaa OMARI MIATENI Sahihi _____ Tarehe 16-09-2013
Mauziano haya yamethibiishwa na viongozi wa S/ mtaa, hivyo ni marizo halali.

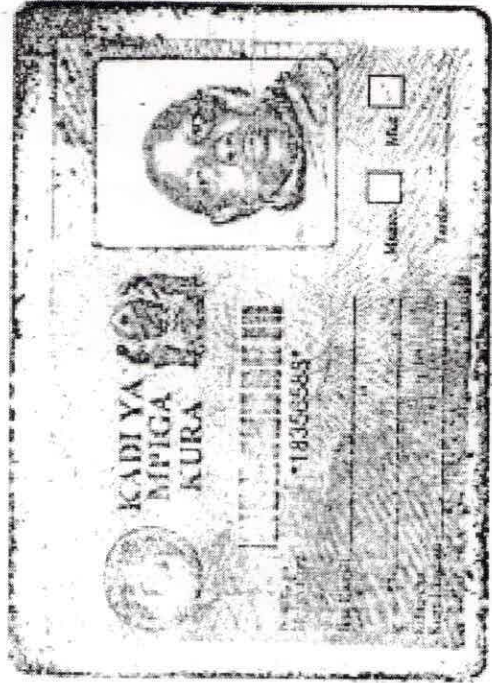
MWENYEKITI S/ MTA
M.W. IZENGO

SIMU NO 0714-383 490

MWENYEKITI WA MTA
MWANINGA

16-09-2013





MWALIMU MOHAMED SALIMU

M.M.

0714-400851

MWENYEKITI WA MTAA
MWANINGA

HALMASHAURI YA MANISPAA YA TEMEKE



OFISI YA MTENDAJI
KATA YA KISARAWA II
S.L.P 46343
DAR ES SALAAM
18/09/2013

KUMB.NO TMC/KIS/2013/2

MKURUGENZI WA MANISPAA YA TEMEKE

S.L.P 46343

TEMEKE

YAH: KAMPUNI YA GREEN BANGLA {TZ} LTD – KUOMBA USAJILI KITUO CHA UWEKEZAJI {T.I.C}

Kampuni iliyotajwa hapo juu imenunua Kiwanja {shamba} katika Mtaa wa Mwaninga Kata ya Kisarawe II kwa ajili ya kuwekeza kwa kujenga kiwanda cha Plastic ambacho wanakusudia kujenga katika eneo hilo.

Hivyo nawatambulisha kwako Kampuni ya Green Bangla Tz Ltd S.L.P 63273 Dar es Salaam ili wapatiwe barua ya utambulisho kwenda kituo cha uwekezaji ambako wanahitaji kupata kibali cha kusajiliwa na hatimae waweze kumilikishwa kisheria kiwanja hicho.

Naambatanisha vielelezo vya Mkatoba.

Ahsante

S.M. Magesa

Afisa Mtendaji

Kata ya Kisarawe II

AFISA MTENDAJI
KATA YA KISARAWA II

HALMASHAURI YA MANISPAA YA TEMEKE



OFISI YA SEREKALI YA MTAU,
MWANINGA KISARAWA (II),
30/10/2013.

MUHUTASARI WA KIKAO CHA KAMATI YA SEREKALI YA MTAU
KILICHO KAA TAREHE 30/10/1013

WALIO HUDHURIA;

- 1.Mohamedi William Izengo
- 2.Sabina Amandus
- 3.Omary Miate
- 4.Mgeni Ally
- 5.Shabani Midu
- 6.Salaha Ramadhani
- 7.Halima Athumani

Mwenyekiti seerekali ya mtaa

Mjumbe S.Amandus

" Omary

" M.ALLY

" S.Ramadhani

" S.MIDU

" H.ATHUMANI

AGENDA;

- 1.Kufungua kikao
- 2.Kujadili maombi ya Green Bangla (T) Ltd.la kuomba kupimiwa shamba lao.
- 3.Kufunga kikao.

AGENDA Na,1: KUFUNGUA KIKAO.

Mwenyekiti wa serekali ya mtaa alifungua kikao mnamo saa5:30 asubuhi.Katika ufunguzi wake aliwasalimia na kuwakaribisha wajumbe na kuwataka kujadili kwa makini mada iliyopo mbele yetu.

AGENDA Na,2:KUJADILI MAOMBI YA GREEN BANGLA(T)LTD YA KUTAKA KUPIMIWA SHAMBA LAO.

Mwenyekiti aliwasomea wajumbe barua ya Green Bangla(T)Ltd ya maombi ya kupimiwa shamba lao.Baada ya kusoma barua hiyo aliwataka wajumbe kujadili kwa makini maombi hayo.

Wajumbe walijadili kwa michango mbalimbali pamoja na kutaka vielelezo halali vya kumiliki shamba hilo kwa mwombaji.Baada ya mjadala wajumbe waliridhika na hati ya mauziano ya shamba hilo na mtu alie wauzia wanamfahamu.Hivyo kikao kimeazimia yafuatayo;

- 1.Kuyakubali maombi yaliyo wasilishwa kwao.
- 2.Kuwa Green Bangla(T)Ltd wapimiwe shamba lao kwani ni mali yao halali.

AGENDA Na,3:KUFUNGA KIKAO;

Kikao kilifungwa rasmin saa 7:30 aduhuri na mwenyekiti wa serekali wa mtaa kwa kuwashukuru wajumbe kwa kuchangia na kujadili kwa makini katika kikao hicho.

M .W.IZENGO

MWENYEKITI WA MTAU

MWANINGA

30-10-2013

MWENYEKITI WA SEREKALI YA MTAU WA MWANINGA

SIMU Na 0714 383 490

OMARY MIATANI
KATIBU Omary



GREEN BANGLA (T) LTD.

P.O.BOX: 63273 Sokoine Branch
Cell: +255 756170185/ +255 777367015
Email: greenbanglatz@gmail.com
Dar Es Salaam, Tanzania.

17/10/2013.

Mkurugenzi,
Manispaa ya Temeke,
Dar es Salaam.

K.K. Afisa Mtendaji,
Kata ya Kisarawe II.

K.K. Mwenyekiti wa Mtaa,
Mwaninga.

Ndugu,

IMEPITIISHWA NAOMBA WAPIMMWE
Mwaminzo
MWENYEKITI WA MTA
MWANINGA
30-10-2013

YAH: OMBI LA KUPIMIWA ENEO LANGU LA KIWANJA
KILICHOPO MTA WA MWANINGA.

Husika na somo tajwa hapo juu.

Mimi ni mmiliki wa Kampuni ya **Green Bangla (T) Ltd** ambayo imenunua kiwanja katika mtaa wa Mwaninga, kata ya Kisarawe II. Kutokana na shughuli zangu, naomba kuwekeza kiwanda cha Plastic ambacho nitajenga eneo hilo.

Kwa hivi sasa naomba kupimiwa kiwanja hicho ili nimilikishwe kisheria.

Naambatanisha Hati za manunuzi ya kiwanja changu.

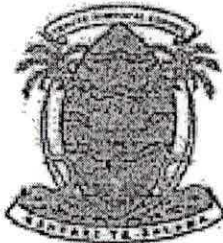
Wako,




Mostafizur Rahman,
DIRECTOR.



HATI YA UTHIBITISHO



picha ya Mnunuzi



Saini ya Dole Gumba

MWENYEKITI WA MTA
MWANINGA

HATI HII NI YA MAKUBALIANO YA UTHIBITISHO KATI YA

GREEN BANGLA LTD

(AMBAYE KWENYE HATI

HII ANAJULIKANA KAMA MNUNUAJI); WA KWANJA, SHAMBANA MOHAMED W. IZENGO

(AMBAYE KWENYE HATI HII ANAJULIKANA KAMA MWENYEKITI WA SERIKALI YA MTA)

TAMKO LA UTHIBITISHO

Mimi (Jina la Mnunuzi

GREEN BANGLA LTD

NATHIBITISHA KWAMBA KWA KUZINGATIA TARATIBU ZA ARDHI ZINAZOMTAKA MNUNUAJI WA ARDHI KUCHUNGUZA KWAMAKINI NA KUJIRIDHISHA KWAMBA ARDHI ANAYONUNUA HAINA TATIZO / MGOGORO WOWOTE : NIMECHUNGUZA NA KUJIRIDHISHA KWAMBA ARDHI NINAYONUNUA HAINA TATIZO / MGOGORO WOWOTE , NATHIBITISHA KWAMBA NIMERIDHIA MWENYEWE KUNUNUA ARDHI HII

JINA KAMILI (Mnunuzi

GREEN BANGLA LTD

Simu No .

075613

Sahihi yake

KNY

Tarehe

16-09-2013

KWA MATOZI ZA OFISI

MAKUBALIANO AHATA YAMEFANYIKA LEO TAREHE 16-09-2013 NA YAMESIMAMIWA NA MWENYEKITI WA MTA WA MWANINGA TEMEKE WILAYA TEMEKE

JINA LA MWENYEKITI WA S/ MTA NI

MOHAMED W. IZENGO

SAHIHI

TAREHE

16-09-2013

MWENYEKITI WA MTA

MWANINGA

16-09-2013

Unclaimed refund beyond three years will be forfeited

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TANZANIA INVESTMENT CENTRE

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

RECEIPT REC013354

No.007309

Received from : **GREEN BANGLA TANZANIA LTD**

Address **P. O. Box 63273 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**

/ Cheque No: D/T / sfts

Date : **31-Oct-2013**

Buisso

Receiving Officer





THE UNITED REPUBLIC OF TANZANIA

00220393

Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042542

This is to certify that

GREEN BANGLA (T) LTD

of address P.O. BOX 63273

DAR ES SALAAM

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

GREEN BANGLA (T) LTD

Which is located at MWANINGA AREA, KISARAWA WARD II, KIGAMBONI

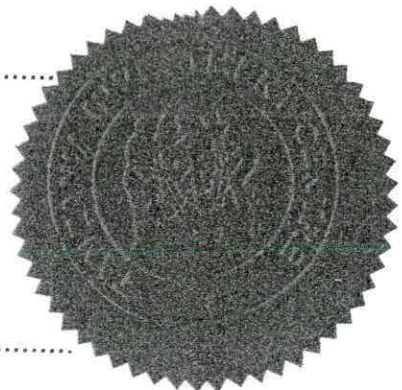
TEMEKE - DAR ES SALAAM

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

Executive Director

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

Dated 5TH 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:—

- | | Shareholders | Nationality | Shareholding (%) |
|----|--------------------------|-------------------|------------------|
| 1. | Mostafizur Rahman | Bangladesh | 4 |
| | Abdur Rahman Raju | Bangladesh | 96 |
2. Proposed Activities : **To establish project for plastic products manufacturing**
3. Sector: **Manufacturing** Subsector **Plastic**
4. Investment cost: Foreign **USD 0.54m.** Local **—** Total **USD 0.54m.**
5. Project Financing: Equity **USD 0.54m** Loans **—** Total **USD 0.54m.**
6. Source, terms and conditions of loan.....
7. Assets to be invested:
- | Capital items: | Foreign | Local | Total |
|----------------|-------------------|----------|------------------|
| | USD 0.54m. | — | USD 0.54m |
8. Technology Agreement **None**
9. Date of TIC Registration: **11th October 2013**
10. Implementation period **October 2013 - September 2016**
11. Operative date..... **October 2016**
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