



ASIRAC MOÏORS TANZANIA LTD

# MINUTE SHEET

Dokezo  
No.

1.0

## EXD

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

- (a) Minimum finance investment threshold has been exceeded, the project expects to invest USD 0.812 m
- (b) Legal entity has been incorporated under certificate

No. 103346 of 25/10/2013

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

11<sup>th</sup> December, 2013

APPROVED BY EXD

Sign: 

Date: 13/12/13

2.0

## EXD

In response to the TIC letter of registration dated 11<sup>th</sup> December 2010

the project has submitted the required documents namely: -

- (a) Company Board Resolution.
- (b) Reference letter/Financing from Bank reference letter from Diamond Trust Bank
- (c) Lease Agreement to evidence of land

With the above submission EXD is requested to sign Certificate of Incentives No. 042563 herein attached.

3/01/2013

APPROVED BY EXD

Sign: 

Date: 05/01/14

  
DIF

# MINUTE SHEET

Dokezo  
No.



00220526

THE UNITED REPUBLIC OF TANZANIA

# Certificate of Incentives

(Section 17 of the Tanzania Investment Act, 1997)

No: 042569

This is to certify that

ASTARC MOTORS TANZANIA LIMITED

of address P.O. BOX 40996

DAR ES SALAAM

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

ASTARC MOTORS TANZANIA LIMITED

Which is located at PLOT NO. 3, LOT 20 NYERERE ROAD

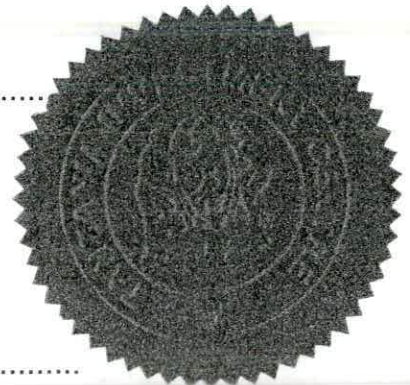
ILALA - DAR ES SALAAM

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 3RD JANUARY, 2014



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

1. Shareholders
 

Shareholders	Nationality	Shareholding (%)
<b>Axione Pipes &amp; Fittings</b>		
LL	United Arab Emirates	1
SSK Motors FZE	United Arab Emirates	99
  
2. Proposed Activities : **To establish essemblin plant for motorcycles**
  
3. Sector: **Manufacturing** Subsector **Motorcycles**
  
4. Investment cost: Foreign **USD 0.812m.** Local **USD 0m.** Total **USD 0.812m.**
5. Project Financing:
 

Equity <b>USD 0.27m.</b>	Loans <b>USD 0.49m.</b>	Total <b>USD 0.812m.</b>
--------------------------	-------------------------	--------------------------
6. Source, terms and conditions of loan: —
  
7. Assets to be invested:
 

Capital items:	Foreign	Local	Total
	<b>USD 0.812m.</b>	<b>USD 0m.</b>	<b>USD 0.812m.</b>
  
8. Technology Agreement **None**
9. Date of TIC Registration: **11th December, 2016**
10. Implementation period **December 2013 - November, 2016**
11. Operative date **December, 2016**
12. Investment Incentive Grade: As defined in part III Section 19 (1), (2) and Section 20 of the Tanzania Investment Act, 1997
  - (i) Applicable Import Duty **And VAT as per Customs Tariff Act, 1976 & VAT Act, 1997**
  - (ii) Applicable with-holding Tax **As per Income Tax act, 2004 (as amended)**
  - (iii) Eligibility of Capital Allowances **As per Income Tax Act, 2004 (as amended)**
13. Protection of Investment, Arbitration and Transfer of Foreign Currency: as defined in part III Section 21, 22 and 23 of the Act.
14. Conditions attached to this Certificate of Incentives
  - (i) Date of Commencement of investment has to be notified to the Centre.
  - (ii) Certificate not to be transferred, assigned or amended
  - (iii) Failure to commence implementation within two years invalidates Certificate
  - (iv) Failure to operate investment must be notified to the Centre
  - (v) Changes in shareholding, project activities and level of invested capital must be notified to the centre
15. Additional conditions attached to Certificate
 

**None**

Signed  Executive Director

ned refund beyond three years will be forfeited



# TANZANIA INVESTMENT CENTRE

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

**RECEIPT** REC013870

No.007813

Received from : **ASTARC MOTORS (T) LTD**

Address **P.O. Box 40996 DSM**

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



Being payment in respect of **CERTIFICATE OF INCENTIVE**

Amount : **USD 1,000.00**

Cash / Cheque No: **d/deposit 19/12**

Date : **19-Dec-2013**

**CNditola**

Receiving Officer





**DIAMOND  
TRUST  
BANK**

Ref No: DTBT/MBR/2788/13

December 18, 2013

**TO WHOM IT MAY CONCERN**

**RE: CONFIRMATION OF ACCOUNT**

This is to confirm that **ASTARC MOTORS TANZANIA LTD** of P.O.BOX 40996 Dar es Salaam have been maintaining both TZS and USD accounts with us since December 2013 and their dealings with us have been satisfactory.

This certificate has been issued at the specific request of **ASTARC MOTORS TANZANIA LTD** without any risk and responsibility on the bank or any of its officials.

Board of Directors  
Abdul Samji  
(Chairman) (Kenyan)  
(Mrs) Nasim Devji (British)  
Hassan Dhalla (Tanzanian)  
Mehboob Champs (Tanzanian)  
Fayaz Bhojani (Tanzanian)  
Zahir Jivani (Tanzanian)  
Karim Wissanji (Canadian)

Yours truly,  
For and on behalf of  
**DIAMOND TRUST BANK TANZANIA LIMITED**

Sharmina Jaffer  
**Authorized Signatory**

Msingo Kimune  
**Authorized Signatory**

Diamond Trust Bank  
Tanzania Limited  
Head Office  
Suite 901, 9th Floor  
Harbour View Towers  
P.O. Box 115  
Dar es Salaam, Tanzania

Tel: (255-22) 2114891/2  
Fax: (255-22) 2124244

Swift Code: DTKETZTZ  
www.dtbafrika.com

TICC/PP.10/042569/3

11<sup>th</sup> December, 2013

Managing Director,  
Astrac Motors Tanzania Ltd  
P.O. Box 40996  
**DAR ES SALAAM**

**RE: CERTIFICATE OF INCENTIVES FOR ASSEMBLING FACILITY OF MOTORCYCLES.**

We wish to acknowledge receipt of your project proposal to establish and operate facility for assembling motorcycles as presented in the TIC P.A. 1 Form No. 11563 and Feasibility Study with a projected investment amounting to USD 0.812 m.

We are pleased to inform you that your investment proposal is now 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:-

- Bank Reference for equity funding or a letter from Bank/Financial Institution that a loan is granted or is under consideration as required by Section 17(3) (f) of Tanzania Investment Act.

Also be informed that you will have to submit a project implementation Progress Report on the implementation of the project 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 the Certificate of Incentives. Please make deposit direct to the bank as per bank details below:-

.../2

TICC/PP.10/042569/3

11<sup>th</sup> December, 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**



Juliet R. Kairuki

**EXECUTIVE DIRECTOR**

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

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

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



# TIC Evaluation Report

Name of the Company  
**Astarc Motors Tanzania Ltd.**

Post Box	Nyerere Road, Plot No. 3 Lot 20	COI Number	103346	Contact	Mr. Mustansir Kurban Gulamhussein
Post Office	40996	COI Date	25/10/2013	Designation	Agent
Region	Dar Es Salaam	Application F. No	11563	Phone	022 2139339
Country	Tanzania	Status	New	Direct Phone	0
		Sector	Manufacturing	Cell Phone	0
		Sub Sector	motorcycles	Fax	022 2139353
		File No	042569	E-Mail Address	0

Project Location		Investment Finance Plan in Millions USD										
Plot/Block	Plot No. 3 Lot 20	<table border="1"> <tr> <th>Foreign Equity</th> <th>Local Equity</th> <th>Foreign Loan</th> <th>Local Loan</th> </tr> <tr> <td>0.27</td> <td>0</td> <td>0.49</td> <td>0</td> </tr> </table>	Foreign Equity	Local Equity	Foreign Loan	Local Loan	0.27	0	0.49	0		
Foreign Equity	Local Equity		Foreign Loan	Local Loan								
0.27	0		0.49	0								
Street	Nyerere											
District	Ilala											
Region	Dar es Salaam											

Shareholders Detail			Investment Breakdown (USD Million)	
Name	Nationality	(%)	Land/Building	0.078
Axiome Pipes & Fittings LL	United Arab Emirates	1	Plant	0.037
SSK Motors FZE	United Arab Emirates	99	Vehicles	0.317
			Furniture & Fittings	0.04
			Pre-expenses	0.045
			Others	0.025
			Working Capital	0.27
			Total	0.812

Employment	118	Evaluated By	wf officer3
Capacity	80000 units	Drawn By	wf registry2
Project Turn Over		Project Type	Foreign

### Description


To establish assembling plant for motorcycles

### Recommendations

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

### Decision

**APPROVED BY EXI**

Sign: 

Date: 10/12/13

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

Date : 26 Nov 2013



**RE: APPLICATION FOR THE CERTIFICATE OF INCENTIVES**

Please refer to the captioned heading above.

We are an Automobile company with full interest to invest in Tanzania. In that regard, through our attorney (agent) Mr. Mustansir Kurban Gulamhussein we are kindly requesting your good office to provide us with the Certificate of Incentives in order to start operations in Tanzania.

In this letter we have enclosed the following:

1. Certificate of Incorporation
2. Taxpayer Identification Number
3. Dully filled application form
4. Receipt payment of the application form (USD 100)
5. Resolution by the board of directors
6. Power of attorney
7. Business Plan
8. Proforma Invoices
9. Quotation
10. Company's Memorandum and Articles of Association and
11. Lease agreement.



We are looking forward to a positive reply.

Thank you in advance.

Yours sincerely,

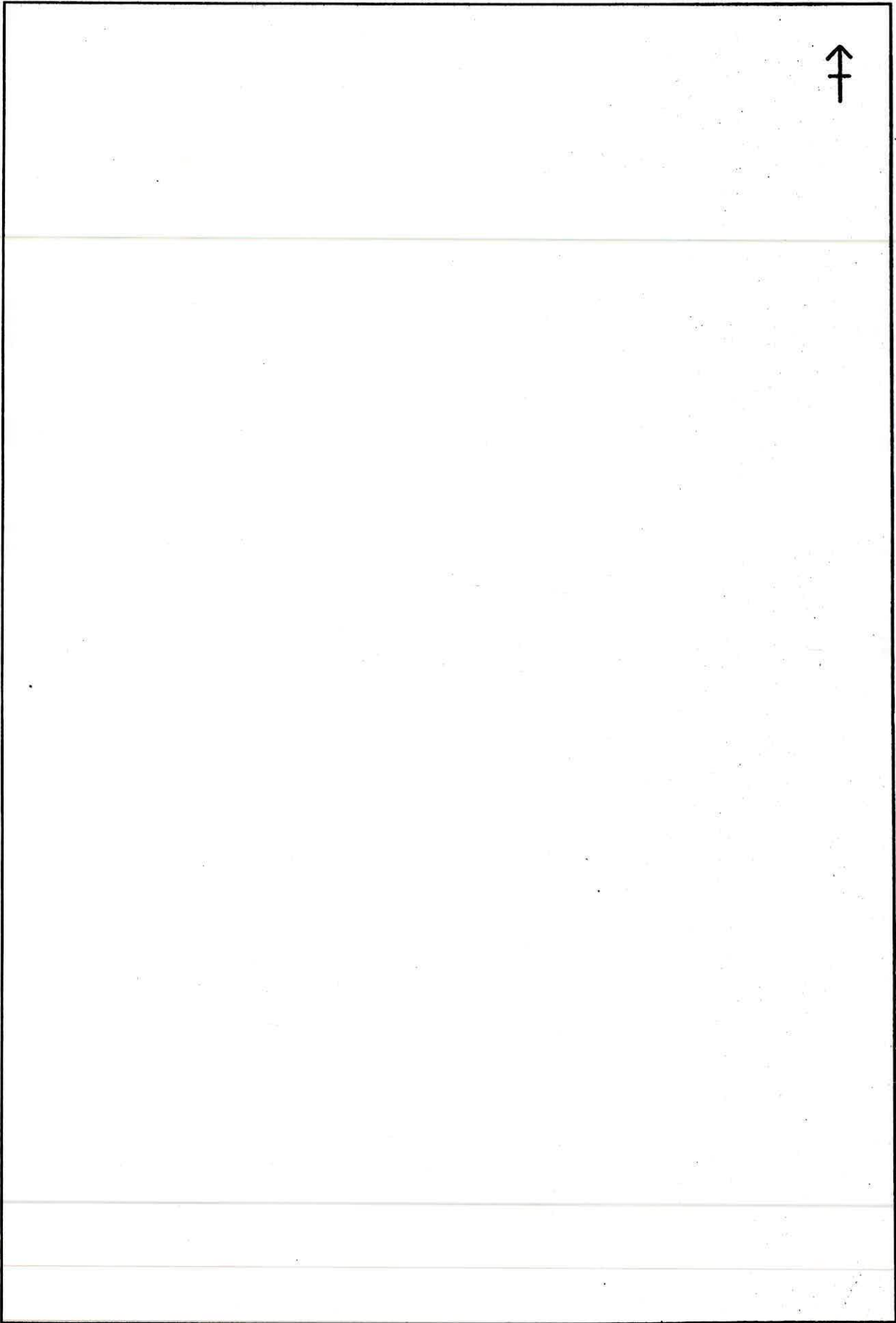


Gopimanoharan Kunjithapatham  
Director – Astarc Motors Tanzania Limited





**SKETCH MAP SHOWING PROJECT LOCATION**



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

Land/Building	USD 77600
Plant	USD 37000
Vehicles	USD 31685
Furniture & Fittings	USD 40,000
Pre-expenses	USD 45,000
Others	USD 251371
Working Capital	USD 271120
<b>TOTAL</b>	<b>USD 753776</b>

**Contact Details:**

Name: MUSTANSIR KURBAN GULAMHUSSEIN Title: AGENT  
Telephone: 022 2139339 Fax: 022 2139353  
Email: mgulamhusein@tz.klsaea.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: ASTARC MOTORS TANZANIA LIMITED

Certificate of Incorporation Number: 103346 Status: LIMITED COMPANY

Certificate of Incorporation Date: 25th OCTOBER, 2013

Post Box: 40996

Town: DAR ES SALAAM

Sector: AUTOMOBILE Sub-Sector:

Investment Financing Plan in Million US\$/Tshs.

Foreign Equity Local Equity Foreign Loan Local Loan
USD 265625 USD 488,151

Project Objectives: ASSEMBLYING PLANT FOR MOTORCYCLES

Capacity: 80,000 UNITS

Employment: Foreign: Local: 118 Total:

Implementation Period: 5 YEARS

Project Location

Site/Plot/Block No.: PLOT NO 3 LOT 20

Street: NYERERE ROAD District: ILALA Region: DAR-ES-SALAAM

(Attach sketch map showing project location)

Table with 3 columns: Shareholders, Nationality, %
SSK MOTORS FZE U.A.E 99
AXIOME PIPE/FITTINGS LLC U.A.E 1

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ USD 753776
8. The month and day of the financial year end is 31/12

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

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

I, MUSTANSIR KURBAN GULAMHUSSEIN of Post Office Number 7323


DAR ES SALAAM do solemnly and sincerely declare that I am a director/duly authorized agent of ASTARC MOTORS TANZANIA LIMITED


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

Declared at Dar es Salaam }  
 ..... }  
 The 26<sup>th</sup> day of NOVEMBER 2013 }

  
 Applicant

Before me:

  
Godfrey M. S. Layo  
 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 MUSTANSIR KURBAN GULAMHUSSEIN  
(director/directors/agent of ASTARC MOTORS TANZANIA LIMITED  
(name of business enterprise) apply for registration of 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 NYERERE ROAD  
PLOT 3 LOT 20, DAR ES SALAAM

Copies of the following documents are attached to this application:

- (i) The Memorandum and Articles of Association/or partnership agreement  
(ii) Certificate of Incorporation/Registration  
(iii) A copy of the Project Profile or Feasibility Study showing the **implementation period**,  
programme of implementation and operative date  
(iv) Evidence of financing and evidence of land ownership for the project
3. The Head Office of the Company will be situated at DAR ES SALAAM
4. The Principal Officers of the Company are 1. SAMEER MUSALE  
2. GOPIMANDHARAN KUNJITHAPATHAM  
3. AVINASH SHUKLA
5. Auditors of the Company are KLSA ASSOCIATES, P.O. BOX 7323  
DAR ES SALAAM
6. The authorized share capital of the Company is Tshs./US\$ TSHS 425,000,000  
EQUAL TO USD 265,625



# TANZANIA INVESTMENT CENTRE

## REGISTRATION FORM

FOR

## CERTIFICATE OF INCENTIVES

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

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

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

## TANZANIA



## Certificate of Incorporation

Section 15

No 103346

I HEREBY CERTIFY THAT

**ASTARC MOTORS TANZANIA LIMITED**

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

Given under my hand at Dar es salaam

this **25TH** day of **OCTOBER****TWO THOUSAND AND THIRTEEN**

A handwritten signature in black ink, appearing to be 'Hac', written over a horizontal line.

*Asst. Registrar of Companies*

CTIN.:1936793

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**

ASTARC MOTORS TANZANIA LIMITED

.....

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

122-464-687

.....12/11/2013.....

with effect from .....

P. N. Kassera

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

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

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF **ASTARC MOTORS TANZANIA LTD.** IN THEIR MEETING HELD ON WEDNESDAY, 13<sup>TH</sup> NOVEMBER 2013 AT 12.00 HRS, AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT, 11<sup>TH</sup> FLOOR, PPF TOWER, OHIO STREET, P.O.BOX – 1160, DAR ES SALAAM

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**1) Present:**

1. SAMEER KISHORE MUSALE
2. KUNJITHAPATHAM GOPIMANOHARAN

**2) Resolved that :-**



**“RESOLVED THAT** the consent of the Board of Directors of the Company be and is hereby accorded that Company shall obtain Tanzania Investment Certificate (TIC).

**“FURTHER RESOLVED THAT”**, any one of the following Authorised Signatories of the Company, be and are hereby authorized to execute, on behalf of the Company all Applications, documents, assurances and/ or other papers including legal undertakings, bonds and / or guarantees as may, from time to time, be necessary and / or incidental for the purpose of applications for Tanzania Investment Certificate (TIC), as may, from time to time be required to be made by the Company, before the Competent Authorities:

1. Mr. SAMEER KISHORE MUSALE
2. Mr. KUNJITHAPATHAM GOPIMANOHARAN

**ALSO RESOLVED THAT**, in case the Common Seal of the Company is required to be affixed on any of such documents assurances and / or other papers as aforesaid, the same be affixed in the presence of authorized signatory 1. Mr.Sameer K Musale and 2. Mr.Kunjithapatham Gopimanoharan, who do sign the same in token thereof.

**For ASTARC MOTORS TANZANIA LTD.**

**Director**



**POWER OF ATTORNEY**

We, **Astarc Motors Tanzania Limited**, a corporate person incorporated under the Companies Act, 2002, as a limited liability company mainly based at ..... [herein after known as the "Principal"], **DO HEREBY APPOINT Mr. Mustansir Kurbn Gulamhusein** natural person of **KLSA Consultant and Business Advisers**, P.O. Box 7323, Golden Jubilee Tower, 16<sup>th</sup> Floor, Ohio Street, Dar es Salaam, [herein after known as the "Agent"] to be and act as the Principal's Agent to carry out the following;

- To apply for for tin and any other necessary certificates/licences with relevant authority in Tanzania for (**Astarc Motors Tanzania Limited**),
- To execute such documents as necessary and incidental for the application of the above name certificates/licences for (**Astarc Motors Tanzania Limited**),

This shall be in the manner agreed between the parties thereof which may be necessary or desirable for the well being and efficiency of the company.

**The Principal do hereby** further declare that this instrument shall be irrevocable for the whole period within which such agreement shall be in existence and shall at all times during and after such period be conclusive and binding on the Principal.

**The Principal also do hereby** undertake to ratify everything, which the said Agent shall do or support to do pursuant to this power.

Signature of a Director approving the above this 26<sup>th</sup> day of November.....2013.

**For Astarc Motors Tanzania Limited,**

Name: Mr. Sameer K. Musale

Designation: Director

Signature: \_\_\_\_\_



Signed by the above named person in the presence of

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Michael Pius Mkenya

ADVOCATE

[Signature]

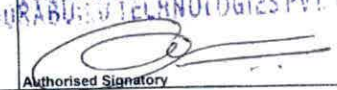


**Astarc Motors Tanzania Limited**

Showroom No.1, Plot No.3, Lot 20, Nyerere Road, Dar Es Salaam



## INVOICE

Exporter <b>DURABUILD TECHNOLOGIES PVT LTD</b> <b>ASTARC HOUSE</b> <b>76/79, MAKWANA LANE, TAKPADA</b> <b>MAROL, ANDHERI (E),</b> <b>MUMBAI - 400 059, INDIA.</b> <b>Mr. Chendresh Shah</b> <b>TEL: +91-9867560682</b>		Invoice No. & Date <b>DTPL/EX- 10/2013-2014 DT.19.11.2013</b>		Exporter Ref. <b>0304057207</b>	
		Buyer's Order No. & Date			
		Other references			
Consignee <b>ASTARC MOTORS TANZANIA LTD.</b> <b>P.O. BOX NO. 1415,</b> <b>DAR ES SALAAM,</b> <b>TANZANIA.</b> <b>Kind Att: Madan</b> <b>TEL: +255762043713</b>		Buyer:			
<b>TOTAL NET WT. : 40.00 KGS</b> <b>TOTAL GROSS WT.: 50.00 KGS.</b>					
Pre-shipment by Carrier		Place of Receipt of Pre Carrier		Country of Origin of Goods <b>INDIA</b>	
				Country of Final Destination <b>TANZANIA</b>	
Vessel/Flight No. <b>BY AIR</b>		Port of Loading <b>MUMBAI, INDIA</b>		TERMS OF DELIVERY & PAYMENT <b>CIF - TANZANIA</b> <b>30 DAYS From Invoice Date</b>	
Port of Discharge <b>DAR ES SALAAM - TANZANIA</b>		Final Destination <b>TANZANIA</b>			
Marks & No.		No. & Kind of Pkg.		Description of Goods	
<b>ASTARC MOTORS TANZANIA LTD.</b> <b>01/06 TO 06/06</b>		<b>06 PACKAGE</b>		<b>MOTOR BIKES SPARES PARTS</b>	
		SR NO		HS CODE	
		1		82041120 IMPACT WRENCH 1/2" MODEL : CP-7733	
		2		82054000 SCREW DRIVER NON SHUT OFF	
		3		84879000 FRL UNIT 1/2" FEMALE BSP (V0316396)	
		4		85151900 TOOL PLUG 1/4"	
		5		84679200 IMPACT SOCKET 1/2" (10-27mm) 14 PCS, SS4114	
		6		84679200 IMPACT SOCKET 1/2" (10-27mm) 14 PCS, SS4114 D	
				Quantity	
				Rate In US\$	
				Amount In US\$	
				<b>6 Nos. 219.92 1319.52</b>	
				<b>3 Nos. 202.32 606.96</b>	
				<b>3 Nos. 118.69 356.06</b>	
				<b>6 Nos. FREE FREE</b>	
				<b>3 SET 41.14 123.41</b>	
				<b>1 SET 62.02 62.02</b>	
				<b>Total FOB Value 2,467.97</b>	
				<b>ADD: FREIGHT AT ACTUAL</b>	
				<b>ADD: Insurance AT ACTUAL</b>	
				<b>Total C&amp;F Value 2,467.97</b>	
Amount Chargeable <b>TOTAL (IN WORDS)</b>		<b>US\$ TWO THOUSAND FOUR HUNDRED SIXTY SEVEN &amp; NINETY SEVEN CENTS ONLY</b>			
Declaration We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.		Signature & Date <b>FOR DURABUILD TECHNOLOGIES PVT LTD</b>  Authorised Signatory		<b>AUTHORISED SIGNATORY</b>	



**PROFORMA INVOICE**

SER/2013/PI/079 A  
10/15/2013

<b>Customer</b> M/s. ASTARC MOTORS TANZANIA LIMITED DAR ES SALAAM, TANZANIA  Kind Attention: Mr. Shrinivas 0687737828	<b>LEO INTERNATIONAL LIMITED</b> Pegasus House, Nkurumah /Gerezani Street, Dar es Salaam, Tanzania. P O Box 1971, Dar es Salaam. Tele Fax +255 22 2128490
--	---

Sr. No.	Description	Qty	PRICE ARE IN USD	
			Unit Price	EXTENDED
1	ELGI - SCREW AIR COMPRESSOR	1	9290.00	9,290.00
	Model : E 15 - 10			
	Specification:-			
	Power : 15Kw,20 hp			
	Capacity : 2.15m3/min, 76 CFM			
	Working Pressure : 9.5 Bar, 138 psig			
2	ELGI - REFRIGERATED AIR DRYER	1	2980.00	2,980.00
	Model: ELRD 105			
3	ELGI - AIR RECEIVER	1	1900.00	1,900.00
	Model: ELVD 1000			
	Capacity: 1000 Lts.			
	Special Discount @5%			710.00
	<b>Total</b>			<b>13,460.00</b>
	VAT @ 18%			2,422.80
	<b>Total Price in USD Fifteen Thousand Eight Hundred Eighty Three only.</b>			<b>15,883</b>

<b>Payment Terms :</b>	IMMEDIATE - 100% against delivery.
<b>Other Terms :</b>	1. Delivery against LPO 2. Installation to be done by the customer. Leo will provide the guidance and tech. support. 3. Commissioning at Dar es Salaam, shall be done by LEO, free of cost. 4. Validity = One month from the date of Profoma Inv.
<b>Validity :</b>	One Month from the date of Proforma Invoice
<b>Warranty :</b>	ONE YEAR against manufacturing defects if any and as provided by ELGI Equipments Limited.

	for Leo International Limited
	General



**Rays Limited**  
 P.O.Box. 79098,  
**Quotation** 5th Floor, NIC Investment House,  
 Samora Avenue, DSM, Tanzania  
 Phone: +255 22 2129 365  
 Fax : +255 22 2129 366  
 Email : info@rays.co.tz  
 www.rays.co.tz

TIN : 113 905 530

VRN : 40-009912-S

To

Group Astarac  
 Maharz Towers,  
 Dar esSalaam  
 Tanzania

P.Invoice 335  
 Date : 24th Oct 2013

SI.No.	code	Description	Qty sqm	Unit Price	Total in TSHS
<b>Supply and installation of Aluminium Partion</b>					
1		Supply of Aluminium Frames with Glass and MDF partition	243	115,000	27,945,000
2		Labour and Installation			2,100,000
				Sub Total	30,045,000
				Vat 18%	5,408,100
				<b>Final Total</b>	<b>35,453,100</b>

**Terms & Conditions Apply**


- 1 Items to be supplied as per your requirement. Work Duration Two weeks.
- 2 Please issue us an LPO along with 50% advance payment to start the work. Balance on stages.
- 3 Currency in Tanzania Shillings, Amount Payment Against proforma invoice.

For Rays Ltd.,

Authorised Signatory.

## PROFORMA INVOICE

Exporter <b>Hero MotoCorp Ltd.</b> 34, Community Centre, Basant Lok, Vasant Vihar, NEW DELHI / INDIA PHONE : 91-11-26142451 / 26144121 FAX : 91-11-26143198		Proforma Invoice No. & Date <b>1951212 DTD 24.10.13</b>	Exporters' Ref. <b>50350</b> EXP/TANZANIA		
Consignee  ASTARC MOTORS TANZANIA LTD.  TANZANIA		Buyer (If other than consignee) SSK MOTORS FZE DUBAI SILICON OASIS D WING, 4TH FLOOR DUBAI U.A.E.			
		Country of Origin of Goods <b>INDIA</b>	Country of Final Destination <b>TANZANIA</b>		
Pre-carriage by <b>RAIL</b>		Place of Receipt by Pre-carrier <b>ICD/TKD/DELHI</b>			
Vessel/Flight No.		Port of Loading <b>INDIAN PORT</b>			
Port of Discharge <b>DAR ES SALAAM</b>		Final Destination <b>TANZANIA</b>			
Terms of Delivery and Payment  <b>AGAINST ADVANCE PAYMENT</b>					
Marks & Nos./ Container No.	No.&Kind of pkg.	Description of goods	Quantity Nos.	Rate INR	Amount INR
<b>TANZANIA</b>		PARTS & ACCESSORIES OF MOTOR CYCLES AND SCOOTERS	4485		6,788.57
		TOTAL FOB US\$ INSPECTION CHARGES US\$			6,788.57 250.00
<b>TOTAL FOB INDIA US\$ 7,038.57</b>					<b>7,038.57</b>
<b>INSURANCE AT ACTUAL</b>					<b>AT ACTUAL</b>
<b>FREIGHT AT ACTUAL</b>					<b>AT ACTUAL</b>
<b>TOTAL VALUE</b>					<b>7,038.57</b>
Amount Chargable (In words)  (US DOLLAR SEVEN THOUSAND THIRTY EIGHT AND CENTS FIFTY SEVEN ONLY)  "FREIGHT COLLECT" INSURANCE TO BE COVERED BY THE BUYER					
Accepted _____ (Buyer's Signature with seal)					Signature & Date
Declaration: We declare that this Proforma Invoice shows the actual price of the goods described and that all particulars are true and correct					

A grayscale photograph of a hand holding a white rectangular sign. The hand is positioned on the left side of the frame, with fingers curled around the top and bottom edges of the sign. The sign is centered in the upper half of the page. The background is a light, neutral color.

***Business Plan –  
ASTARC Motors  
Tanzania Limited***

November 2013

STRICTLY PRIVATE AND CONFIDENTIAL

**Astarc**   
**Motors Tanzania Li**

## Presentation Overview

1

About ASTARC

2

Tanzania opportunity

3

ASTARC MOTORS Plan for Tanzania

4

Financials

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ASTARC MOTORS Contribution to the Economy

# Presentation Overview

1	<b>About ASTARC</b>
2	Tanzania opportunity
3	ASTARC MOTORS Plan for Tanzania
4	Financials
5	<i>ASTARC MOTORS Contribution to the Economy</i>

## About ASTARC Group

### KEY SNAPSHOT

Astarc Group is a diversified group with businesses focused on Printing & Imaging Solutions, Power Generation, Infrastructure & Real Estate, Building Materials, Safety & Sports Headgear, Retail Display Solutions and Mining. Astarc Group is driven by innovation and technology and is committed to achieving leadership and excellence in each of its businesses. Over the years, the Group has built a reputation for integrity, dynamism, sustainable growth & corporate social responsibility. Key highlights:

- Over US\$ 500 million group
- Presence in India, USA, South East Asia, Middle East and East Africa
- Employs 1550 people

### VISION STATEMENT

Astarc Group is committed to be a dynamic, diversified, global Group offering innovative solutions with a drive to excel in the interest of its customers, employees, shareholders, business partners and the society at large.

### CORE VALUES

- Honesty, Integrity and Ethics in all aspects of business
- Empowerment and Respect for the individual
- Work with Passion, Commitment and Enthusiasm
- Lead by example
- Pursuing Innovation and Higher Goals
- Spend a lot of time in making customers happy
- Teamwork Wins
- Relentless focus on Execution
- Openness to giving and receiving feedback
- Recognition of Individual Excellence

### GROUP COMPANIES

#### Classic Stripes

World's largest manufacturer of automotive decals

#### Sabre AGV Helmets

India's largest manufacturer & exporter of premium motorcycle helmets

#### Durabuild Technologies

Leading manufacturer of Aluminum Composite Panels

#### Classic Retail

Biggest provider of retail display and imaging solutions in India

#### Astarc Power

Setting up 1320 MW super critical thermal power plant in India

#### Astarc Infrastructure

Planning an integrated township in Maharashtra, India

#### Astarc Mining

Own mining leases for Bauxite and Iron-ore mines in India

#### Astarc Ports

Owens development rights for a port in Maharashtra, India

## ASTARC's Vision for East Africa

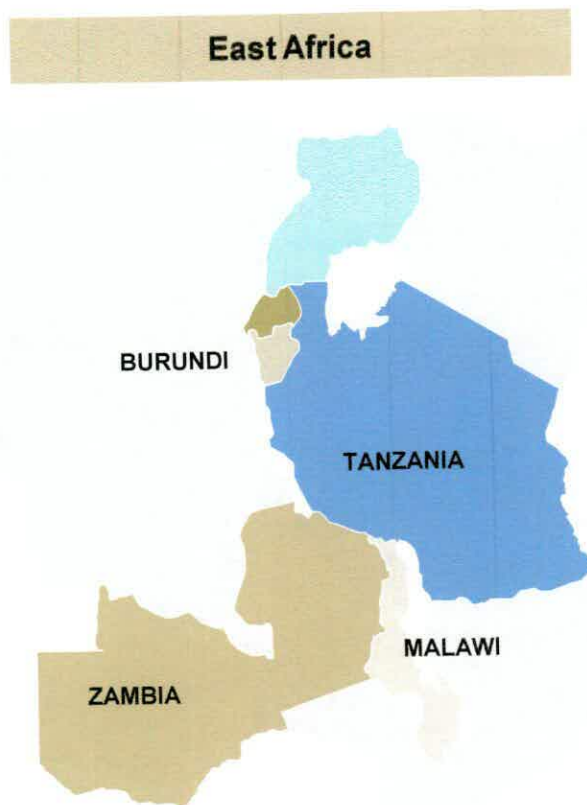


### VISION STATEMENT

- Bring technologically advanced and high quality products in Tanzania
- Assist in development of technical skill sets of people of Tanzania via continuous and intensive training
- Investing capital in growth and re-investing profits back locally in building automotive manufacturing base, distribution, process and ancillary industries in Tanzania
- Step by step set up of small scale local manufacturing by promoting and hand-holding local entrepreneurs
- Driving and investing in various social initiatives for upliftment of local people of Tanzania.

Our headquarters for East Africa will be in Dar es Salaam , Tanzania

**We will set-up motorcycle CKD assembly plant in Tanzania to serve the local market as well as export to neighbouring 3 countries**



*Aim to launch in Tanzania by Jan 2014*

*Aim to launch in remaining 3 countries by Jan 2015*

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*ASTARC MOTORS Contribution to the Economy*

## Tanzania is the largest 2W markets (among the consideration set); Other 3 countries offer export opportunities from Tanzania

Country	Approximate market size (units) in 2012	Expected growth rate (2013-18)	
Tanzania 	120,000	~9%	Domestic Market
Zambia 	11,000	~11%	Export Markets
Burundi 	9,000	~11%	
Malawi 	4,000	~13%	
		~15%	
		~10%	

**Aim to setup manufacturing plant in Tanzania by Jan 2014; Prepare to start export operations in 3 additional countries by CY 2015**

Source : IMF, AfDB, WHO, Respective country's Revenue Authority, Primary Interviews with customers, major suppliers, local authorities

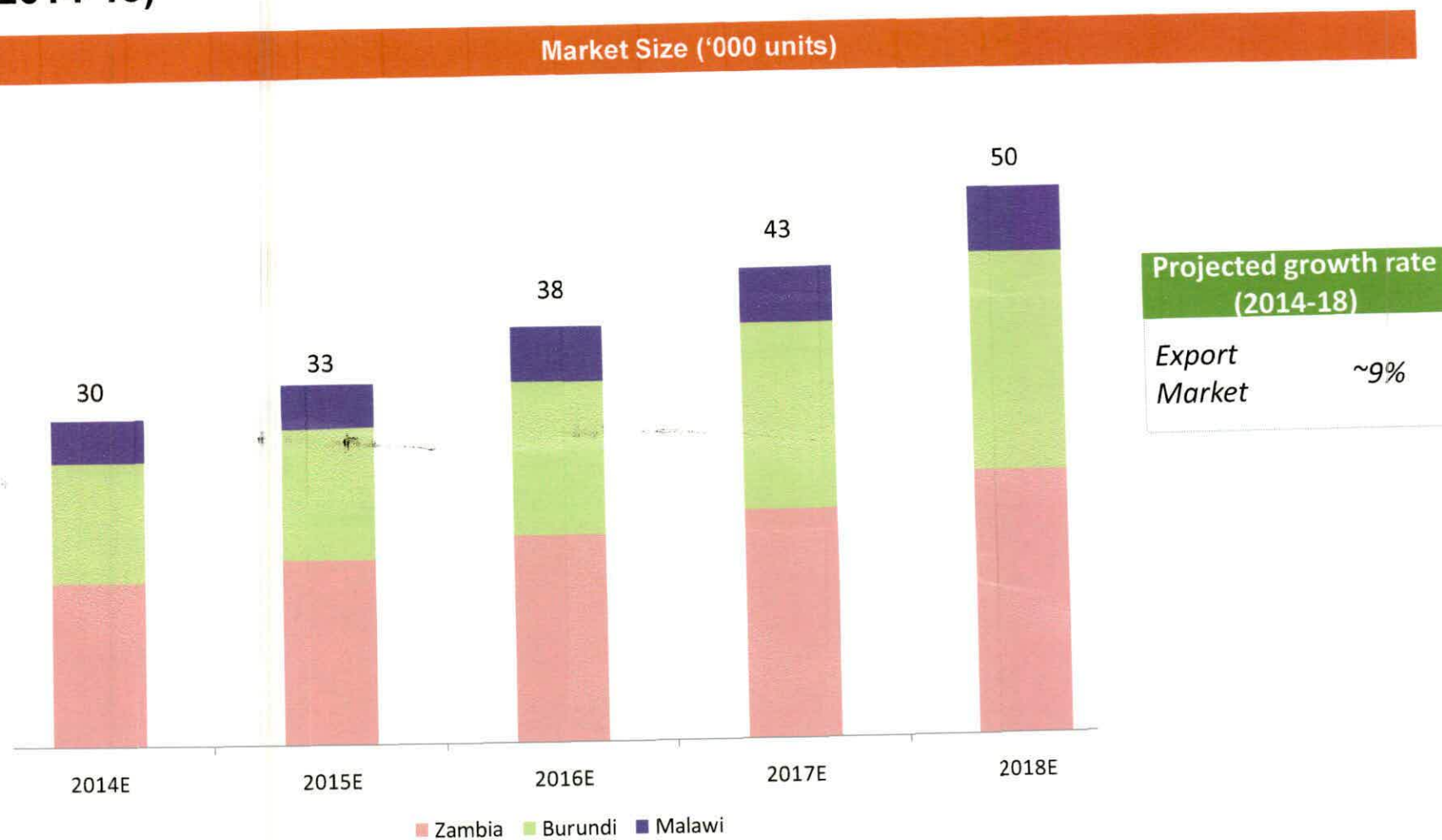
Note : Market size estimated from various sources / multiple approaches, please refer appendix for details  
 Expected 2W growth rates estimated considering suitable GDP growth multiplier on the projected GDP growth rates of the above countries

## 2W market size in Tanzania is expected to grow by 9-11% CAGR over the next 5 years (2014-18)



Note: 2W Annual growth rate has been projected using appropriate GDP multiplier

## Export market size is expected to grow by 13% CAGR over the next 5 years (2014-18)



Note: 2W Annual growth rate has been projected using appropriate GDP multiplier

## Commercial segment (Boda Boda Owners / Operators) dominates the market

Customer Segments	Segment	Share	Remarks
Commercial	Boda Boda Owners / Operators	~85%	<ul style="list-style-type: none"> <li>Owner cum Operator : 5-10%</li> <li>Only Owner : 90-95%</li> </ul>
	Company owned Employee driven	~5%	--NA--
Personal	Small / Medium Scale Businessmen	~5%	--NA--
	Other Individuals	~5%	--NA--

Develop focused value proposition for the dominant customer segment (Boda Boda Owners / Operators) in order to increase income, comfort and safety

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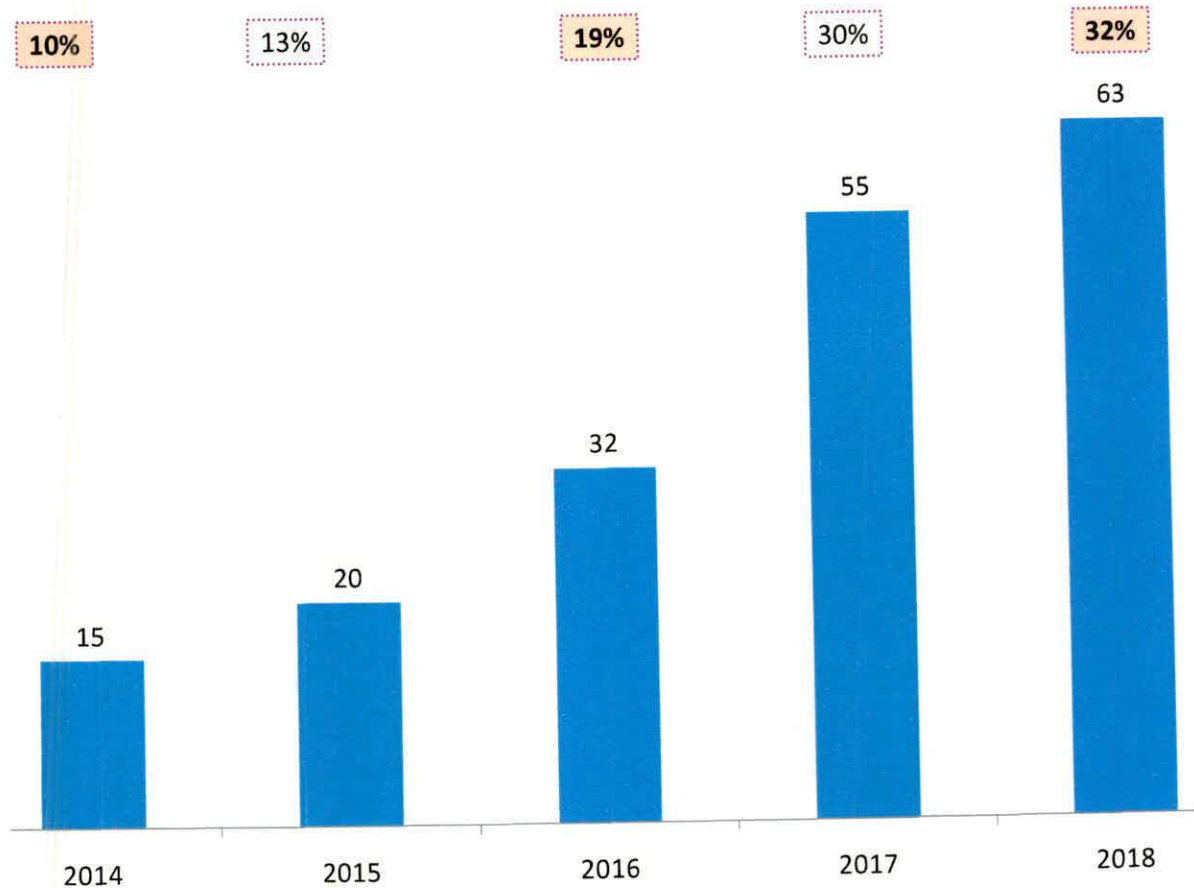
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*ASTARC MOTORS Contribution to the Economy*

# ASTARC Group is planning to capture majority share (over 30%) in Tanzania by 2018

Projected Sales in Tanzania ('000 units)

Market share

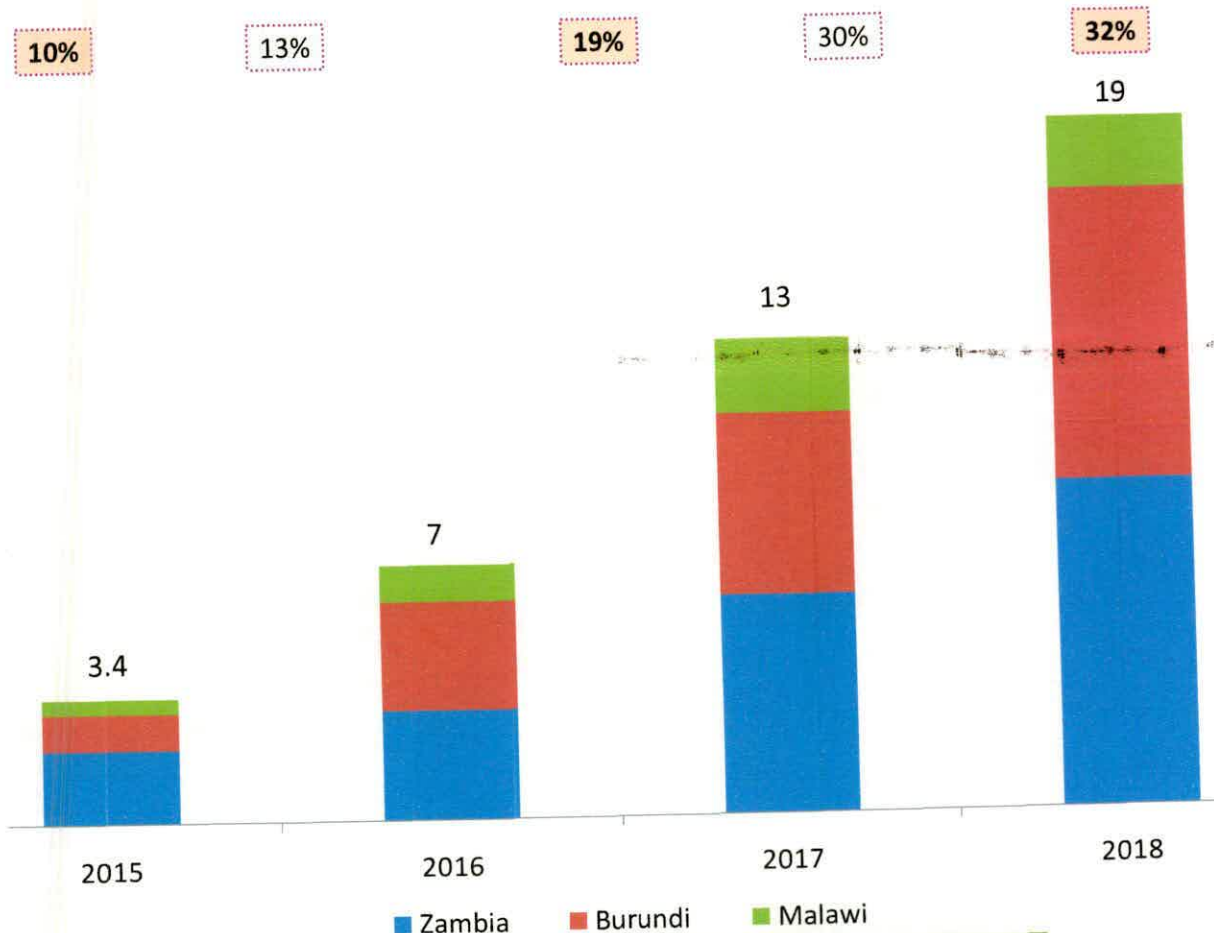


Projected growth rate for ASTARC 43%

# ASTARC Group's exports from Tanzania expected to grow by 77% to reach 19,000 motorcycles by 2018

Projected Exports Sales From Tanzania ('000 units)

Market share



Projected growth rate for ASTARC 77%

## Infrastructure Set-up Assembly Plant

Assembly Plant in Dar-es-Salaam (Tanzania)

### Present

#### Manufacturing plant details :

- Location: Pugu Road
- Space: ~1500 sqm
- Includes warehouse space for input materials, finished goods & assembly area
- Assembly Ramps – 7 Nos to 12 Nos
- Capacity – 25000 units to 35000 Units



### Future (Expected by 2017)

#### Manufacturing plant details :

- Location: Pugu Road
- Space: ~3000 to 5000 sqm
- Includes warehouse space for input materials, finished goods, assembly area and auto components manufacturing area
- Conveyor System
- Capacity – 80000 units



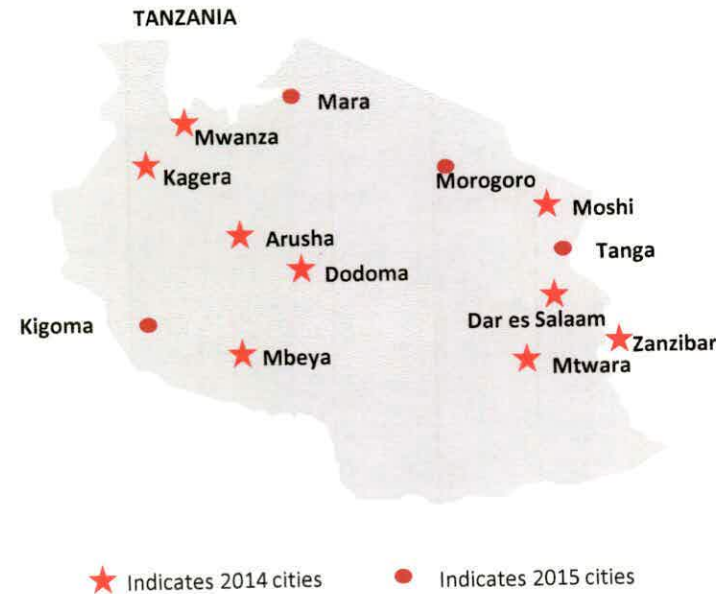
## Geographic roll-out Strategy

Will setup 25 outlets covering major towns and cities of Tanzania through local partnership, thereby promoting local entrepreneurship

### Distribution Strategy : Tanzania



Year	Cities	Total no. Dealers	Total no. SSPs	Total no. retailer*	
2014	Dar es Salaam,	2	2	5	
	Arusha		1	2	
	Mwanza		1	2	
	Kagera			2	
	Moshi		1		
	Mbeya		1		
	Mtwara			2	
	Zanzibar			1	
	Tanga			1	2
	Mara				3
2015	Kigoma		1	3	
	Morogoro		1	2	
	Dodoma			2	
	Bocoba		1		



**\*Includes single & multi brand retailers**

More SSP's will be added in 2015, based on demand and ability of SSPs to service that demand, within the cities mentioned in 2014

Note: All Years mentioned are calendar years

## Marketing Plan:

All marketing activities for the first year will be focused on spreading word of mouth advertising amongst the Boda Boda community through aggressive BTL activities

### First six months

- Provide ownership experience for Boda- Boda drivers/operators
- Test drives for Boda Boda operator/ Govt.& corporate employees
- Certification for Tanzania/ Uganda Bureau of standards for bike performance
- Mobile display vans across key markets every week
- Rally of bikes at major locations every week
- Partnering with regional Boda Boda associations to promote education about products and convince them of better economic benefits to Boda Boda drivers / owners

Below the line

### Post six months

- Provide ownership experience for Boda- Boda drivers/operators
- Test drives for Boda Boda operator/ Govt.& corporate employees
- Certification for Tanzania/ Uganda Bureau of standards for bike performance
- Mobile display vans across key markets every month
- Rally of bikes at major locations every month

Above the line

- Radio advertising
- Endorsement through local celebrities, football players

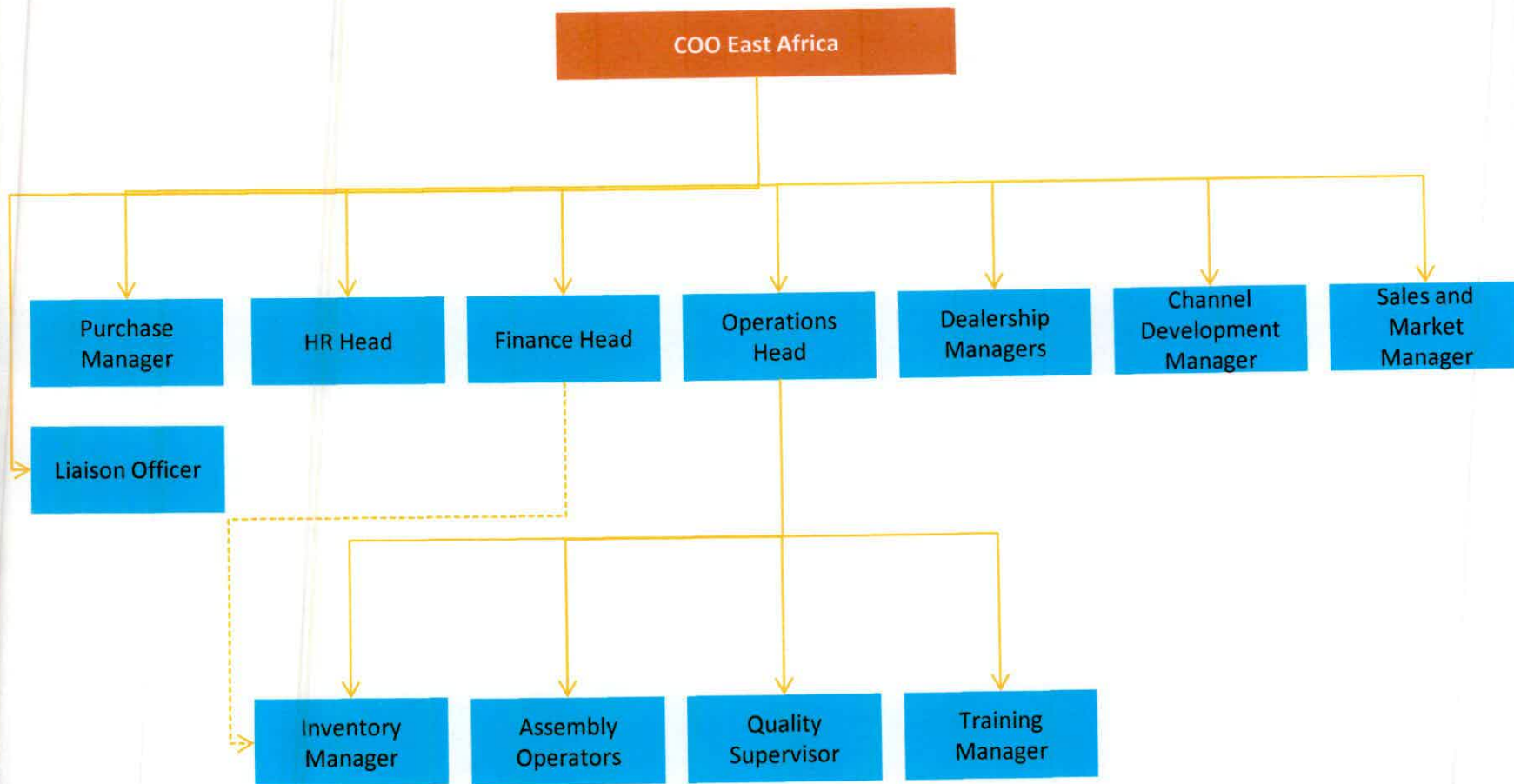
*(To be decided post first six months)*

### Marketing Plan:

All marketing activities for the first year will be focused on spreading word of mouth advertising amongst the Boda Boda community through aggressive BTL activities

#	Key activities	Objectives
1	Provide ownership experience for Boda- Boda drivers/operators	<ul style="list-style-type: none"><li>• Primarily educate Boda Boda customers about<ul style="list-style-type: none"><li>• Product quality and performance</li><li>• Cost of ownership</li></ul></li></ul>
2	Test drives for Boda Boda operator/ Govt.& corporate employees	<ul style="list-style-type: none"><li>• Create brand awareness &amp; convince about product superiority</li></ul>
3	Certification for Tanzania/ Uganda Bureau of standards for bike performance	<ul style="list-style-type: none"><li>• Primarily educate Boda Boda customers about<ul style="list-style-type: none"><li>• Product quality and performance</li></ul></li><li>• Drive product acceptance among customers</li></ul>
4	Mobile display vans and Rally of bikes at major locations	<ul style="list-style-type: none"><li>• Create brand awareness through demonstrations of the product across key market locations</li></ul>

## ASTARC Organization structure for East Africa



# Presentation Overview

- 1 About ASTARC
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## Key Financial Assumptions

- 1USD = 1600 Tanzanian Shillings (TSH)
- Debt to Equity – 65:35
- Term Loan Interest Rate & Re-Payment Period – 15% and 8 Years
- Working Capital Loan Interest – 18%
- CKD Goods Sales Price Exclusive of VAT – USD 839.5
- Spares Sales as a % of Motorcycle Sales – 5%
- Cost Increments – 10%

## Profit & Loss Statement

Particulars (Figures in TSH Mn)	CY14	CY15	CY16	CY17	CY18
<b>Income</b>					
Motorcycle Sales	20,148.00	31,336.86	50,138.97	86,099.12	98,067.03
Spares & Accessories Sales	1,007.40	1,566.84	2,506.95	4,304.96	4,903.35
<b>Total Income</b>	<b>21,155.40</b>	<b>32,903.70</b>	<b>52,645.92</b>	<b>90,404.08</b>	<b>102,970.38</b>
<b>Raw Material Cost</b>					
Landed Cost of CKD	17,548.32	27,293.49	43,669.58	74,989.82	85,413.52
Spares & Accessories Purchase Cost	755.55	1,175.13	1,880.21	3,228.72	3,677.51
<b>Total Raw Material Cost</b>	<b>18,303.87</b>	<b>28,468.62</b>	<b>45,549.79</b>	<b>78,218.54</b>	<b>89,091.04</b>
<b>Gross Margin</b>	<b>2,851.53</b>	<b>4,435.08</b>	<b>7,096.13</b>	<b>12,185.54</b>	<b>13,879.35</b>
<b>SG&amp;A</b>					
Rent	218.88	234.20	250.60	268.14	286.91
Salaries & Wages	800.39	1,000.49	1,250.61	1,563.26	1,954.08
Power	175.48	272.93	436.70	749.90	854.14
Consumables	105.78	164.52	263.23	452.02	514.85
Legal & Professional Fees	158.67	246.78	394.84	678.03	772.28
Marketing Cost	631.11	658.07	1,052.92	1,808.08	2,059.41
Telecommunication	96.00	110.40	126.96	146.00	167.90
Printing & Stationary	57.60	66.24	76.18	87.60	100.74
Others	243.55	329.04	526.46	904.04	1,029.70
<b>Total SG&amp;A</b>	<b>2,487.46</b>	<b>3,082.67</b>	<b>4,378.49</b>	<b>6,657.08</b>	<b>7,740.01</b>
<b>EBITDA</b>	<b>364.07</b>	<b>1,352.41</b>	<b>2,717.64</b>	<b>5,528.46</b>	<b>6,139.34</b>
Interest	264.91	293.71	278.59	263.48	248.37
Depreciation	44.34	53.34	61.34	67.34	72.34
<b>EBT</b>	<b>54.83</b>	<b>1,005.36</b>	<b>2,377.71</b>	<b>5,197.64</b>	<b>5,818.63</b>
Tax @ 30%	16.45	301.61	713.31	1,559.29	1,745.59
<b>PAT</b>	<b>38.38</b>	<b>703.76</b>	<b>1,664.40</b>	<b>3,638.35</b>	<b>4,073.04</b>

## Balance Sheet

Particulars (Figures in TSH Mn)	CY14	CY15	CY16	CY17	CY18
<b>Assets</b>					
<b>Investments</b>	0.00	0.00	0.00	0.00	0.00
<b>Current Assets</b>					
Cash	210.41	102.04	230.11	1,046.52	4,139.07
Sundry Debtors	0.00	0.00	0.00	0.00	0.00
Inventory	2,256.64	3,509.83	5,615.73	9,643.38	10,983.83
Loans & Advances	0.00	0.00	0.00	0.00	0.00
<b>Total Current Assets</b>	<b>2,467.05</b>	<b>3,611.87</b>	<b>5,845.84</b>	<b>10,689.90</b>	<b>15,122.90</b>
Gross Block	289.09	361.09	425.09	473.09	513.09
Accumulated Depreciation	28.94	82.27	143.61	210.95	283.28
<b>Net Block</b>	<b>260.16</b>	<b>278.82</b>	<b>281.48</b>	<b>262.15</b>	<b>229.81</b>
<b>Total Assets</b>	<b>2,727.21</b>	<b>3,890.69</b>	<b>6,127.32</b>	<b>10,952.05</b>	<b>15,352.71</b>
<b>Liabilities</b>					
<b>Current Liabilities</b>					
Creditors	721.16	1,121.65	1,794.64	3,081.77	3,510.14
Advances From Customers	0.00	0.00	0.00	0.00	0.00
Provisions	0.00	0.00	0.00	0.00	0.00
<b>Total Current Liabilities</b>	<b>721.16</b>	<b>1,121.65</b>	<b>1,794.64</b>	<b>3,081.77</b>	<b>3,510.14</b>
<b>Secured Loans</b>					
Term Loans	806.04	705.29	604.53	503.78	403.02
Working Capital Loans	800.00	960.00	960.00	960.00	960.00
<b>Unsecured Loans</b>					
Loans from Directors	0.00	0.00	0.00	0.00	0.00
Other Unsecured Loans	0.00	0.00	0.00	0.00	0.00
<b>Total Loans</b>	<b>1,606.04</b>	<b>1,665.29</b>	<b>1,564.53</b>	<b>1,463.78</b>	<b>1,363.02</b>
<b>Total Liabilities</b>	<b>2,327.21</b>	<b>2,786.94</b>	<b>3,359.17</b>	<b>4,545.55</b>	<b>4,873.17</b>
<b>Shareholders' Equity</b>					
Share Capital + Premium	400.00	400.00	400.00	400.00	400.00
Additional Equity to fund losses	0.00	0.00	0.00	0.00	0.00
Retained Earnings	0.00	703.76	2,368.15	6,006.50	10,079.54
<b>Total Shareholders' Equity</b>	<b>400.00</b>	<b>1,103.76</b>	<b>2,768.15</b>	<b>6,406.50</b>	<b>10,479.54</b>
<b>Total Liabilities + Shareholders' Equity</b>	<b>2,727.21</b>	<b>3,890.69</b>	<b>6,127.32</b>	<b>10,952.05</b>	<b>15,352.71</b>

## Cash Flow

Particulars (Figures in TSH Mn)	CY14	CY15	CY16	CY17	CY18
Cash from Operations					
PAT	38.38	703.76	1,664.40	3,638.35	4,073.04
Depreciation	44.34	53.34	61.34	67.34	72.34
(Inc)/Dec of Net Working Capital	(1,535.48)	(852.70)	(1,432.91)	(2,740.52)	(912.07)
<b>Total Cash from Operations</b>	<b>(1,452.76)</b>	<b>(95.61)</b>	<b>292.82</b>	<b>965.17</b>	<b>3,233.31</b>
Cash from Investing					
(Inc)/Dec in Investment into Africa	0.00	0.00	0.00	0.00	0.00
(Inc)/Dec in Gross Block	(289.09)	(72.00)	(64.00)	(48.00)	(40.00)
<b>Total Cash from Investing</b>	<b>(289.09)</b>	<b>(72.00)</b>	<b>(64.00)</b>	<b>(48.00)</b>	<b>(40.00)</b>
Cash from Financing					
Inc/(Dec) in Share Capital	400.00	0.00	0.00	0.00	0.00
Inc/(Dec) in Loans	1,606.04	59.24	(100.76)	(100.76)	(100.76)
<b>Total Cash from Financing</b>	<b>2,006.04</b>	<b>59.24</b>	<b>(100.76)</b>	<b>(100.76)</b>	<b>(100.76)</b>
<b>Net Cash Flow</b>	<b>264.19</b>	<b>(108.37)</b>	<b>128.07</b>	<b>816.41</b>	<b>3,092.55</b>
Beginning Cash Balance	8.53	272.67	164.31	292.38	1,108.79
<b>Ending Cash Balance</b>	<b>272.67</b>	<b>164.31</b>	<b>292.38</b>	<b>1,108.79</b>	<b>4,201.34</b>

## Initial Start-up Investment Plan

Cost Heads	Tanzania (in USD)
<b>Working Capital</b>	<b>316,120.00</b>
CKD Units	151,720.00
Spares & Accessories	64,400.00
Cash & Bank Balance	55,000.00
Company Formation & Pre-operative Expense	45,000.00
<b>Advance Rent</b>	<b>77,600.00</b>
Deposit	8,400.00
Advance Rent	69,200.00
<b>Launch Marketing</b>	<b>130,000.00</b>
<b>Work Permit</b>	<b>20,000.00</b>
<b>Furniture &amp; Fixture</b>	<b>40,000.00</b>
<b>Plant &amp; Machinery</b>	<b>37,000.00</b>
<b>Computers</b>	<b>25,000.00</b>
<b>Office Equipment</b>	<b>10,000.00</b>
<b>Vehicles</b>	<b>8,000.00</b>
<b>Other Fixed Assets</b>	<b>23,684.36</b>
<b>Contingency @ 5%</b>	<b>33,186.00</b>
<b>Total</b>	<b>753,776.36</b>

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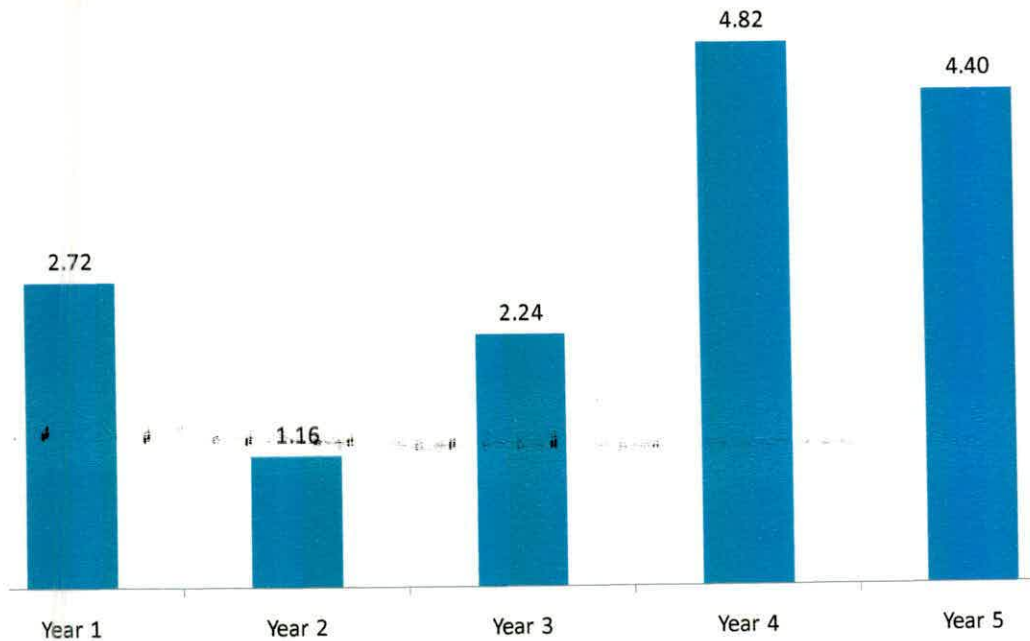
Financials

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**ASTARC MOTORS Contribution to the Tanzanian Economy**

## Investments in Tanzania – Over 15 billion Tanzanian Shillings in next 5 years

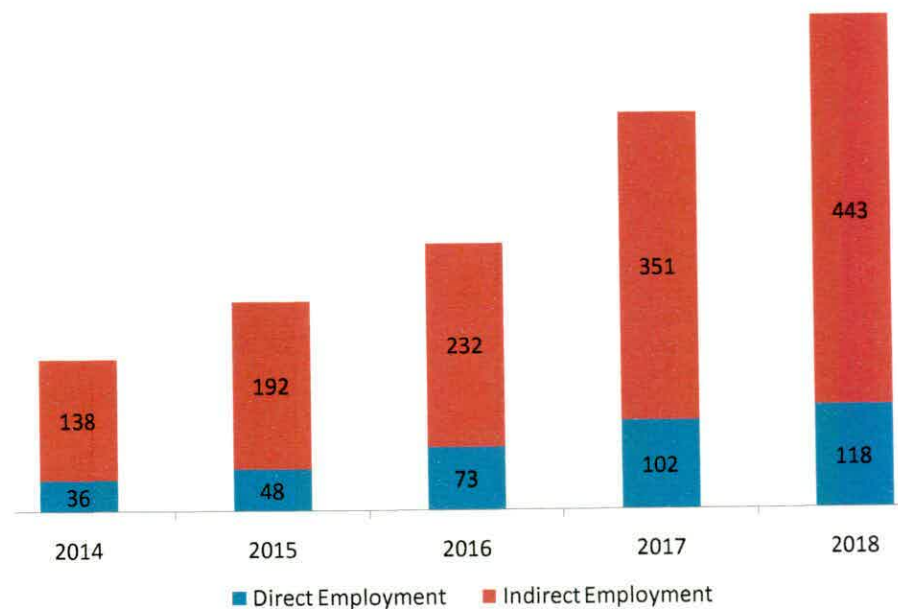
Projected Investments in Tanzania (Billion Shillings)



- ASTARC will invest over 15 billion Shillings in next five years in Tanzania in motorcycle industry
- In its first year we will invest in setting up our best in class assembly plant, flagship showroom along with nation wide set up of spares and service infrastructure in Tanzania
- **Develop local ancillary manufacturing industry for motorcycle parts, spares and accessories over the next 10 years**
- We will develop nationwide channel partners in every city initially and every town in 3 years who will invest additional \$ 0.2 million each to \$ 0.5 million each in their respective areas
- We will work with small local companies (e.g.. local garage and workshops) and provide them technical knowledge which would be way ahead of its time in running a service, spares, IT systems and accessories business
- We will bring best in class bike manufacturing technology, processes and knowledge
- As the Tanzania plant will be focused on exports in neighboring six countries, we will over three years invest in upgrading and increasing our manufacturing capabilities by working with world renowned company like Hero Motocorp.

## Employment for Locals in Tanzania

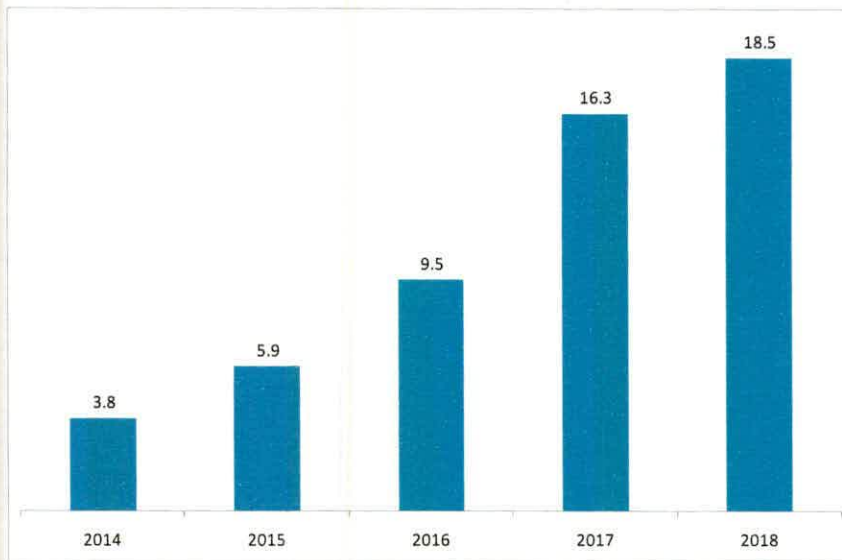
### Projected Local Employment in Tanzania (Number of People)



- ASTARC will be employing over 118 local personnel in next five years in Tanzania by providing them technical training and knowledge of best practices in all areas
- We will employ local people in different roles like:
  - Assembly Operations • Service Technicians • Admin • Sales & Marketing • Supply chain
- Along with people directly employed by us, our channel partners who will invest in individual cities and towns will employ around 303 local people by 2018
- All employees will undergo training in India & on the ground training in Tanzania to develop their technical, personal & communication skills, thereby giving them an experience of how technologically advanced companies work.

## Contribution to Government – VAT and Direct Income Tax

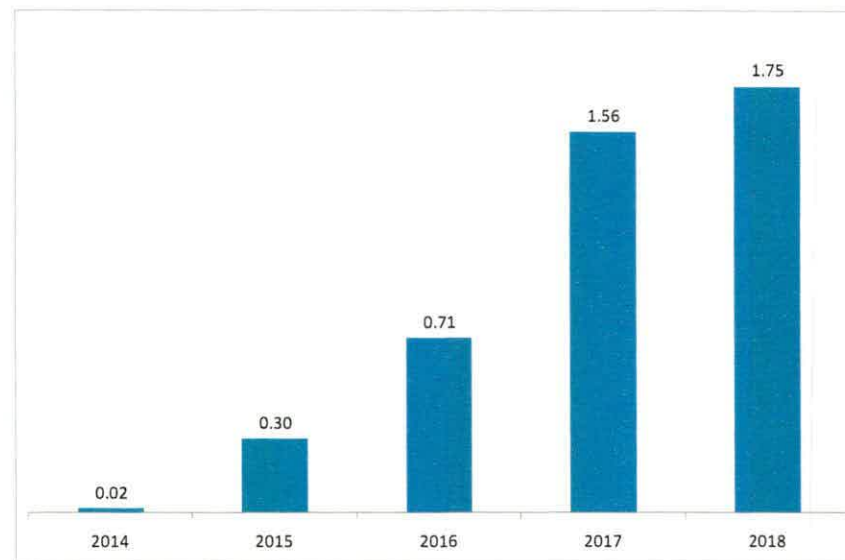
VAT Contribution (Billion Shillings)



+

There will be additional VAT Contribution by the sale of our products by our channel partners to the customers

Income Tax Contribution (Billion Shillings)



+

There will be additional income tax contribution by the income generated by our channel partners and by the employees directly and indirectly employed

**Thank you**

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

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**ASTARC MOTORS TANZANIA LIMITED**

**INCORPORATED THIS ..... DAY OF ..... 2013**

**Drawn by:**

**KPMG Advisory Limited  
PO BOX 1160  
DAR ES SALAAM**

THE COMPANIES ACT  
(ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

Of

ASTARC MOTORS TANZANIA LIMITED

1. The name of the Company is "ASTARC AUTO LIMITED".
2. The registered office of the Company will be situated in United Republic of Tanzania.
3. The objects for which the Company is formed are :-
  - (a) To carry on the business as a general commercial company more particularly to engage in the business of rickshaws, motor cycle rickshaws, motor cycles and scooters and to manufacture, produce, fabricate, assemble components, parts, accessories, attachments, bodies and engines, including but not limited to manufacturing, importing, trading and distributing raw materials and finished products of the said businesses within and outside the territory of Tanzania.
  - (b) To carry on the business of erecting, setting up, establish and operate plants for the manufacture of automotive vehicles of all kinds and sorts including but not limited to, rickshaws, motor cycle rickshaws, motor cycles and scooters and to manufacture, produce, fabricate components, parts, accessories, attachments, bodies and engines thereof;
  - (c) To purchase, hire or otherwise acquire factories and other premises in connection with manufacturing and repair of automotive parts, components and accessories;
  - (d) To undertake repair and services in all kinds of vehicle and automotives;
  - (e) To carry on the business of manufacture, fabricate and assemble, buy, sell, import, export, distribute, invest, trade, maintain, repair, service, refurbish, renovate, agent, dealership, merchant and deal in automobile parts of all kinds and description; but not limited to, rickshaws, motor cycle rickshaws, scooters, motorcars, lorries, buses, vans, motorcycles, cycle-cars, cycle, motor, scooters, carriages, amphibious vehicles, two, three and four wheelers vehicles and vehicles suitable for propulsion on land, sea, or in the air or in any combination thereof and vehicles of all descriptions, whether propelled or assisted by means of petrol, diesel, spirit, steam, gas, electrical, animal, or other power, and of internal combustion and other engines, chassis-bodies and other components, parts and accessories and all machinery, implements, utensils, appliances, apparatus, lubricants, solutions enamels and all things capable of being used for, in, or deal in connection with maintenance, and working of motors or deal in automobile parts of all kinds and descriptions, automotive and other gears,

transmission and other axles, universal joints, springs, leaves, head lamps, sealed beams, induction hardened pins, axles, alloy springs, tyres, wheels and all accessories and fittings of all kinds, stickers, decals and all things capable of being used for, in, or in connection with above mentioned automobiles and its maintenance, repairs and working of motors, including but not limited to helmets, safety items/products, jackets etc., and to manufacture, produce, fabricate components, parts, accessories, attachments, bodies and engines thereof, whatsoever in Tanzania or anywhere in the world as allowed under Trade Laws, and to act as trader, brokers and marketing agents for aforesaid items

- (f) To adopt means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works, art or interest by publication of books and periodicals and by granting prizes, rewards and donations;
- (g) To make investment in Tanzania, outside Tanzania or anywhere in the world, to act as a conducting or a holding company or subsidiary, sister company incorporated in Tanzania, outside Tanzania or anywhere in the world, of its business in Tanzania, outside Tanzania or anywhere in the world.
- (h) To carry on the business of buying, selling, dealing in, automobiles, rickshaws, motorcycles, cycle-cars, carriages, by means of petrol, diesel, spirit, steam, gas, electrical, animal, or other power, and of internal combustion and other engines, chassis-bodies and other components, parts and accessories and all machinery, implements, utensils, appliances, apparatus, lubricants, solutions enamels and all things capable of being used for, in, or in connection with maintenance, and working of motors;
- (i) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on the business which the company is authorised to carry on, or possessed of property suitable for the purposes of this company;
- (j) To provide complete logistics services for land and or air and or sea shipments, cargo transshipment agents and generally to be ship representatives of all shipping lines and conferences;
- (k) To carry on the business as general truckers and cargo hauliers, to provide all kinds of carriage services whether air, sea and or surface, to be transport agents and to generally be chartered of ships and aircrafts, motor trucks, railway wagons and to haul such cargo whether dry or liquid, containerised or in bulky lots from one point to any point;
- (l) To carry the business of establishing, organising and managing container terminals and inland container depots of all kinds and description, to be container agents for both consignees and consignors, to carry on the business of general customs agents and general importers and exporters if all kinds of goods and wares;

- (m) To carry on any other business which may seem to the company capable of being carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the company's property;
- (n) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm or company and to enter into partnership with, acquire any interest in, or enter into any arrangement for sharing profits or other economic arrangement with any person, firm or company and to hold, retain, sell, mortgage and deal in any assets, shares, debentures, stocks so received.
- (o) To improve, manage, construct, repair, develop, exchange, let or lease or otherwise mortgage, charge, sell, dispose of grants rights and privileges in respect of or otherwise deal with all or any part of the property or rights of the company, both real and personal.
- (p) To borrow and raise money in such manner as the company shall think fit and secure the repayment of any money borrowed, raised, or owing by any security upon any part of the company's property or assets
- (q) To carry on trade or business of whatever nature which can, in the opinion of the board of Directors, be conveniently carried on by the Company.
- (r) To act as manager, secretary, trustee, administrator, technical adviser, buying agents, commission agent, importer, exporter, or member or local or advisory committee or any other company or firm.
- (s) To acquire by purchase, lease, exchange or otherwise, land, buildings, shares and hereditaments of any tenure or description situate anywhere in the United Republic of Tanzania, and any estate or interest therein, and any rights over or connected with land so situate, and to lease, sell, dispose of the same or otherwise turn the same to account as may seem expedient, and in particular by preparing building sites, and by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, shops, buildings, works and conveniences of all kinds, and by consolidating or connecting or subdividing properties, and by leasing and disposing of the same, to pay for any property so acquired either in cash, shares or debentures, debenture bonds, or by the passing of mortgages on any of the Company's property and or in any other manner.
- (t) To establish and carry on, and promote the establishment and carrying on, upon any property in which the Company is interested, any business which may be conveniently carried on upon or in connection with such property, and the establishment of which may seem calculated to enhance the value of the Company's interest in such property, for to facilitate the disposal thereof.
- (u) To sell, lease, grant licences, easements and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be

thought fit and, in particular, for stock, shares or securities of any company, whether fully or partly paid up.

- (v) To acquire, take over and undertake the whole or any part of the business, property and liabilities (including Mortgage Bonds) of any person or Company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.
- (w) To enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal, concession or otherwise, with any person or company carrying on or engaged in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company. AND to lend money to, guarantee the contracts of, or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (x) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority, any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (y) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly to benefit the Company.
- (z) To erect, maintain or alter, or cause to be erected, maintained or altered upon any land acquired or hired by the Company any buildings, erections or structure of whatsoever nature and to enter into contracts with builders, architects, engineers, and others for the erection of such buildings, erections or structures.
- (aa) To construct, improve, maintain, develop, work, manage, carry out, or control any roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, warehouses, electric works, shops, stores and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (bb) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (cc) To lend money to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such person or companies.

- (dd) To remunerate any person or company for services rendered, or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company, or in about the formation or promotion of the Company or the conduct of its business.
- (ee) To draw, make, accept, endorse, discount, execute and issue, promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (ff) To undertake and execute any trusts the undertaking whereof may seem desirable, and either gratuitously or otherwise.
- (gg) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any Company having objects altogether or in part similar to those of this Company.
- (hh) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with, all or any of the property and rights of the Company.
- (ii) To apply for, purchase, or by other means acquire and protect, prolong, and renew, any patents, copyrights, trademarks, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, processes or rights which the Company may acquire or propose to acquire.
- (jj) To carry on all kinds of promotion business and in particular to form, constitute, float, lend money to subsidise assets and control any companies, associations, partnerships or undertakings whatsoever.
- (kk) To carry on any other business or activity and do any thing of any nature which may seem to the Company capable of being conveniently carried on or done in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's business or property.
- (ll) To lend money to, or grant or provide credit or financial accommodation to any person or company in any case in which such grant or provision is considered likely directly or indirectly to further any of the objects of the Company or the interests of its Members.
- (mm) To invest and deal with moneys of the Company not immediately required and in such a manner as may from time to time be determined.
- (nn) To adopt means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase

and exhibition of works, art or interest by publication of books and periodicals and by granting prizes, rewards and donations.



- (oo) To sell, exchange, mortgage, let on rent, share of profit, royalty or otherwise, grant licences, easements, options servitude's and other rights over and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares, debentures or other obligations or securities, whether fully or partly paid up, of any other company.
- (pp) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscription of, or otherwise assisting in the issue of any shares, debentures or other securities of the Company or in or about the formation of the Company or the conduct of its business.
- (qq) To procure the registration or incorporation of the Company in or under the laws of any place outside Tanzania.
- (rr) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object, or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (ss) To grant bonuses or gratuities to any officers or employees or ex-officers or ex-employees of the Company, or of its predecessors in business or of its holding company or subsidiary companies (if any), or to the relations, connections or dependants of any such persons, and to establish or support any associations, institutions, clubs, building and housing schemes, pension schemes, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members.
- (tt) To lend and advance money or give credit to such persons, firm or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantee to become surety for any persons, firm or companies for the due payment of money for the performance of any obligations or liabilities.
- (uu) To distribute any of the property of the Company among its members in specie or kind.
- (vv) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (ww) To do all such other things which are incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in

Tanzania or elsewhere, and that the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

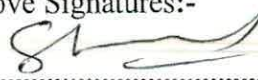

4. The liability of the Members is limited.
5. The share capital of the Company is Tanzania Shillings 425,000,000 (Four Hundred and Twenty Five Million only) divided into 425,000 ( Four Lakh Twenty Five Thousand Only) Ordinary shares of Tanzanian Shillings 1,000 (Thousand only) each.

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

Names, – Postal Addresses and Occupations of Subscribers	Number of Shares taken by each Subscriber	Signature & Seal/Rubber Stamp of Subscribers
<b>SSK Motors FZE</b> DSO – HQ – B4 – 407 – 01 Dubai Silicon Oasis Dubai United Arab Emirates <b>Occupation :- Business</b>	<b>424,958</b>	
<b>AXIOME PIPES &amp; FITTINGS LLC</b> Muroor Road, Al Nahyan Area Landlord-Salem Rakaab Al Ameri Mezaninne 6 Office Number Behind Mawakif <b>Occupation :- Business</b>	<b>42</b>	

Dated this 23RD day of OCTOBER 2013.

WITNESS to the above Signatures:-

Signature:  

Postal Address: 260 BAGAMOYO

Qualification: ADVOCATE



THE COMPANIES ACT  
(ACT NO. 12 OF 2002)

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION TO A COMPANY PRECEDING

MEMORANDUM OF ASSOCIATION OF

ASTARC MOTORS TANZANIA LIMITED

INTERPRETATION:

1. In these articles:-

“the Act” means the Companies Act;

“the articles” means the articles of the company;

“clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“the seal” means any the company seal of the company which bears the company name and address of the company;

“Secretary” shall mean any person appointed to perform the duties of Secretary of the Company;

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

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

MEMBERS

2. The number of members with which the company proposes to be registered, as listed in and as signatories to the Memorandum of Association but the directors may from time to time register an increase of members.
3. The subscribers to the memorandum of association and such other persons as the directors shall admit to membership shall be members of the company.

## GENERAL MEETINGS

4. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.

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

5. All general meetings other than annual general meetings shall be called extraordinary general meetings.
6. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director representing the member holding the majority of shares of the company or any two members of the company holding at least 80% of the shares of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the directors.

## NOTICE OF GENERAL MEETINGS

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

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

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

omission to give notice of a meeting to, or the non receipt to notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting provided all the requirements for a valid meeting, including the required quorum and voting requirements, have been complied with.

### PROCEEDINGS AT GENERAL MEETINGS

9. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
10. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation who is a member, representing at least 80% of all the members, shall be a quorum.
11. If within half an hour from the time appointed for the meeting quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine, and so on until the required quorum is present.
12. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their member to be chairman of the meeting and, if there is only one director and willing to act, he shall be chairman.
13. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their numbers to be a chairman of the meeting.
14. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

15. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

- (a) by the chairman; or
- (b) by at least (two) members present in person or by proxy; or
- (c) by any member or members present in person or by proxy and representing not less than two – tenths of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. It shall however be a requirement that all resolutions must be approved by the members holding the majority of the shares of the company failing with such resolution, even if it is passed by a majority of members present, will be of no force or effect.

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

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

#### VOTE OF MEMBERS

- 20. Every member shall have as many votes as shares held by it.

21. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.
22. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.
23. On a poll votes may be given either personally or by proxy.
24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under sea) or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the company.
25. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 24 hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
26. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-

“Astarc Motors Tanzania Limited  
 I/We ..... of ....., being a member/ members  
 of the above – named company, hereby appoint .....  
 , of  
 or failing him ..... of ....., as my/our proxy to  
 vote for  
 me/us on my/or behalf at the {annual or extraordinary, as the case maybe} general  
 meeting of the  
 company to be held on the .....day of .....200....., and at any  
 adjournment thereof.

Signed this ..... day of, .....20....”

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

“Astarc Motors Tanzania Limited.

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

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

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

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

\*Strike out which ever is not desire”

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

#### **CORPORATIONS ACTING BY REPRESENTATION AT MEETINGS**

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

#### **DIRECTORS**

31. The number of the directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or such of them that hold a majority of the shares of the company and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two.
32. The remuneration of the directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The directors shall also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or in connection with the business of the company.
33. The following persons shall be first Directors to the Company:-
1. Dhananjay Shinde
  2. Gopimanoharan Kunjithapatham
  3. Sameer Musale

## BORROWING POWERS

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

## POWERS AND DUTIES OF DIRECTORS

35. Subject to the provisions of the Act, the memorandum and the articles and to any directors given by special resolution, the directors, who may exercise all the powers of the company, shall manage the business of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors, which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
36. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
37. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as they case may be, in such manner as the directors shall from time to time by resolution determine,
38. The directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the directors;
  - (b) of the names of the directors present at each meeting of the directors and of any committees of the directors;
  - (c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

## DISQUALIFICATION OF DIRECTORS

39. The office of director shall be vacated if the directors:-
- (a) Without the consent of the company in general meeting holds any other office of profit under the company; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Cases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
  - (d) Becomes of unsound mind; or
  - (e) Resigns his office by notice in writing to the company; or
  - (f) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in manner required by the Act.

A director shall not vote in respect of any contract in which he is interested or any matter arising thereat, and if he does so vote shall not be counted.

40. The company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional director.
41. The directors may appoint a person who is to act to be a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not at anytime exceed the number fixed by or in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re - election.
42. The company may by ordinary resolution, of which special notice had been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
43. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 40 the company in general meeting may appoint any person to be a director either to fill a vacancy or as an additional director.
44. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a 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 at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any directors who are absent from Tanzania.
45. The quorum necessary for the transaction of the business of the directions may be fixed by the directors and unless so fixed shall be two, provided one of such directors nominated by the member holding the majority shares in the company.
46. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the act for the purpose of increasing the number of directors to that number, or summoning a general meeting of the company, but for no other purpose.
47. The directors may appoint one of their numbers to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

48. The directors may delegate any of their powers to any committee consisting of one or more directors; any committees so formed shall in the exercise of the powers apply with any applicable regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
49. A resolution in writing signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or {as the case may be} a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

#### SECRETARY

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

#### THE SEAL

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



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

54. The books of account shall be kept at the registered officer of the company, or subject to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
55. No member shall (as such) have right of inspecting any accounting records or other book or document of the company except as conferred by statue or authorized by the directories or by ordinary resolution of the company.

56. The directors shall from time to time in accordance with sections 153,155 and 150 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
57. In accordance with section 164 of the Act, the copy of the company's annual accounts to be laid before the company in general meeting together with a copy of the directors' report and the auditors shall not less than twenty – one days before the date of the meeting be sent to every member of, and every holder of debentures of, the company. Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the company is not aware or to more than one of the joint holders of any debentures.


#### AUDIT

58. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.
59. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepared envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy – two hours after the letter containing the same was posted. A member whose registered address is not within the Tanzania and who gives to the company an address within the Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

Names, Postal Addresses and Occupations of Subscribers	Number of Shares taken by each Subscriber	Signature & Seal/Rubber Stamp of Subscribers
<b>SSK Motors FZE</b> DSO - HQ - B4 - 407 - 01 Dubai Silicon Oasis Dubai United Arab Emirates <b>Occupation :- Business</b>	424,958	
<b>AXIOME PIPES &amp; FITTINGS LLC</b> Muroor Road, Al Nahyan Area Landlord-Salem Rakaab Al Ameri Mezaninne 6 Office Number Behind Mawakif <b>Occupation :- Business</b>	42	

Dated this 23RD day of OCTOBER 2013.

WITNESS to the above Signatures:-

Signature: 

Postal Address: 260, BAGAMOYO

Qualification: ADVOCATE



THE LAND ACT (CAP. 113, 1999)  
THE LAND REGISTRATION ACT  
(CAP.334)

**LEASE AGREEMENT**

**BETWEEN**

**FIVE STAR INVESTMENTS LIMITED**

**AND**

**ASTARC MOTORS TANZANIA LTD**

LEASE OF SHOWROOM SH1  
LOCATED ON PLOT 3, LOT 20, NYERERE ROAD,  
DAR ES SALAAM

I, **GEORGE BENJAMIN FERNANDES**  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
is a true and correct copy of the original

Signature  Date

L E A S E

This Lease Agreement made this 8<sup>th</sup> Day of November 2013.

BETWEEN

**FIVE STAR INVESTMENTS LTD** of P.O. Box 4504, Dar es Salaam, Tanzania (hereinafter called "**The Lessor**") which expression shall, where the context so admits include its successors and assigns) of the one part.

AND

**ASTARC MOTORS TANZANIA LTD** of P.O. Box Dar es Salaam, Tanzania hereinafter called "**The Lessee**") of the other part enter into this Lease Agreement for Commercial Property, located at **Plot 3 Lot 20, Nyerere Road** size of **870 sq metres** (in total).

**AND WHEREAS** the Lessor is desirous of leasing '**Showroom1**' which is half of the ground floor space of the premises to the Lessee on the terms and conditions as shown herein below.

a. The Lessor shall grant the Lessee and the Lessee shall accept a lease of the demised premises for a term of **(3) years** commencing on the **1<sup>st</sup> of November, 2013** and ending on the **31<sup>st</sup> of October, 2016** with Lessee's option to renew the same for a further period at a negotiable rent.

b. The Lessee shall pay monthly rental of **USD 15,973 (Inclusive VAT and exclusive WHT)** and **monthly service charge of USD 983 (Inclusive VAT and exclusive WHT)** whose details are as follows :-

- i. The monthly Rent for the Demised Premises shall be USD 17.00 (exclusive VAT) per Square meter per month for the total rentable space of 870.00 Sq m of the Demised Premises totalling **USD 14,790** (Fourteen thousand seven hundred and ninety US Dollars) including withholding Tax. The Lessee shall provide a copy of receipts/ deposit slip towards payment of the Withholding Tax to the Lessor.
- ii. The Lessee shall pay to the Lessor Value Added Tax (VAT) 18% of Gross Rent payable, **USD 2,662**.
- iii. Monthly service charge **USD 870 (including WHT)** plus **VAT USD 156.50** aggregating **USD 983 (inclusive of VAT)**.

USD = USD 1,979.50

WHT = USD 8,874.00 (Rent) (6 months)

WHT = USD 261.00 (Service) ( " )

Total = USD 11,014.20

*[Handwritten mark]*

**I, GEORGE BENJAMIN FERNANDES**  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
is a true and correct copy of the original

Signature

Date

- c. The Lessee shall pay Six month's **total Rent & Service charge** i.e **USD 1 01,736/-**, in advance in two tranches of 50% each, the first tranche (being 50% of Six months advance rent i.e **USD 50,868/-**) on or before execution of the Lease Agreement and the second tranche (being 50% of Six months advance rent i.e **USD 50,868/-**) immediately after return by Lessor to Lessee the Security deposit.
- d. The monthly rent shall escalate on the first anniversary and subsequently on the second anniversary and will be payable six (6) months in advance. The said monthly rent (including withholding Tax ) plus VAT, will be as follows:-
- I. 1st Year – 870.00 sqmt @ \$17.00 per sq.mt will be \$14,790 + VAT 18%.
  - II. 2nd Year – 870.00 sqmt @ \$18.00 per sq.mt will be \$15,660 + VAT 18%.
  - III. 3rd Year – 870.00 sq.mt @ \$19.00 per sq.mt will be \$16,530 + VAT 18%.

**1. HEREWITH THE LESSEE AGREES AS FOLLOWS:**

- (a) To pay the rent on time and in the manner aforesaid.
- (b) To pay all charges for power which maybe incurred during the period of Lease .The charge will be payable to the lessor seven days after the end of each month. (Lessee shall be provided with meter readers by the lessor which will monitor the lessee's monthly power usage, the reader will also monitor the generator power usage).
- (c) To pay all other utility charges including water and telephone which may be incurred during the tenancy period.
- (d) At all times to keep the said premises including electrical appliances, air conditioners, fittings, paint work, fixtures, doors, windows, electrical wires, garden and all other conveniences belonging thereto in good working condition throughout the said term, and to replace any of the above mentioned items should they become beyond repair.
- (e) Except for the front entrance not to make any structural alterations to the premises without first obtaining a written consent of which should not be unreasonably withheld.
- (f) To report immediately in writing to the lessor any structural defect or other problem which may develop on/in the premises.
- (g) Not to do or allow to be done on the premises any act or thing, which may be illegal or cause, damages, annoyance, and/or injury to the neighbours, lessor or other Lessees and visitors.
- (h) To permit the lessor to enter the premises upon appointment and at all reasonable hours in the day time for the purposes of viewing the condition thereof and in the case of emergencies.

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Commissioner for Oaths  
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Signature ..... Date .....

- (i) At the end of the Contract or sooner Termination of the Lease to hand over the said premises to the lessor complete with all locks and keys and in good condition, fair wear and tear being accepted.
- (j) To use the premises for commercial purposes only.


**2. HEREWITH THE LESSOR AGREES AS FOLLOWS:**

- (a) To keep common parts and common installations and facilities including common passage and walk ways in proper state of repair.
- (b) The Lessor shall hand over to the Lessee the Property, its fixtures and fittings, equipment (if any), in good, clean and usable condition at the commencement of the term.
- (c) General maintenance of the common area of the building including car park, gardening, cleanliness and supply of bore hole water.
- (d) To appoint security company to provide 24 hour security service of the entire building externally. Minimum of four (4) security personnel shall be recruited (2 at the front and 2 at the back).
- (e) Allocation of 10 car parking bays on the front side of the showroom.
- (f) Mounting of sign boards at their own cost should they wish to do so on the block wall outside their operational area.
- (g) To permit the Lessee so long as he pays the rents hereinbefore reserving, performing and observing the several covenants and conditions contained or implied in this agreement and on its part to be performed and observed, to peaceably and quietly enjoy the leased premises during the term hereby granted without any interruption or disturbances from or by the Lessor or any person or persons lawfully claiming under or in trust of the Lessor.
- (h) The Lessor should also make available a standby generator with capacity to run all equipments in the demised premises for the whole duration of the lease agreement.
- (i) To be responsible for the electrical wiring, and electrical apparatus comprised in and forming part of the electrical circuits of the premises and to make good promptly any defects or defaults discovered with the same.
- (j) The Lessor shall pay all outstanding bills regarding the demised premises as of before the lessee takes possession.

- (k) The Lessor will keep the main structure of the Property in good order, repair and condition.
- (l) The Lessor undertakes to deliver to the Lessee on the Commencement date the Property free of any encumbrance and in compliance with all local or municipal or commercial by-law, ordinances, permits and regulations as necessary and applicable.
- (m) The Lessor shall pay the Council Land Rates and Government of Tanzania Land Rent where applicable.
- (n) The Lessee shall, at its own cost and expense, insure its own equipment kept on the Property or shall accept the risk of loss of such equipment.
- (o) The Lessor shall permit the Lessee to peaceably hold and enjoy the Property during the said Term without any interruption by the Lessor or any person or agents rightfully claiming under or in trust for them so long as the Lessee pays the rent hereby reserved and performs and observes the several covenants on their part and the conditions hereinbefore contained. However, the Lessor has the right to enter the Property during daytime hours to effect repairs, provided that forty eight (48) hours prior notice is given to the Lessee or its representative and that an authorized person accompany the Lessor's representative.
- (p) The Lessor shall attend to defects in and damage to the Property for which the Lessor is responsible in terms of this Agreement, within fourteen (14) days after becoming aware of such defect or damage.
- (q) The Lessor shall promptly repair, at his own expense, any structural damage to the Property.
- (r) In case the Lessor fails to carry out the required repair works within fourteen (14) days after the notification from the Lessee, the Lessee shall be entitled to carry out or to cause the works to be carried out by other party(s) on the account of the Lessor provided that such costs do not exceed an amount equivalent to one (1) month's rent The Lessor shall be notified of the costs prior to the commencement of the repairs and the vendor to carry out the repairs. If the Lessor consents to such costs and expenses then the costs and expenses shall be reimbursed to the Lessee within fourteen (14) calendar days upon the date of such request by the Lessee in writing.
- (s) The Lessor is entitled to the Demised Premises and all the rights, title and interests in the Demised Premises vests absolutely with the Lessor and the Lessor is entitled to give the Demised Premises on Lease hereunder without any hindrance whatsoever.
- (t) There is no court case pending in any Court in Tanzania so as to prejudicially affect the Lease granted to the Lessee for the term.

- (u) That the Demised Premises have been constructed as per plan sanctioned and approved by the ..... and that the same has been given clear permission for commercial usage from the ..... and all necessary approvals, clearances, Leases etc., as applicable have been taken from the ..... and any concerned government body, societies, statutory authority etc. as applicable and the Lessor undertakes to obtain at the Tenant's cost, all and any further or other approvals, clearance, Leases etc as aforesaid as may be required for the purpose of commercial use or business of the Lessee if required.
- (v) All electrical, plumbing and ventilation systems serving the Demised Premises are in good working order and repair and in compliance with all laws and regulations applicable thereto as of the Commencement Date.
- (w) The Lessor shall not hold the Lessee responsible or liable for any damage to the Demised premises resulting from fire (unless the fire has occurred due to the negligence of the Lessee), flood, riot, earthquake, storm, war, civil disturbances, acts of God and other conditions over which the Lessee shall have no control and the Lessor shall at their own cost and expenses take up reasonable insurance in that behalf.
- (x) Lessee shall have the right to conduct its offices/business in the said Demised premise.
- (y) Lessor represents that there are no environmental conditions, including releases of any contaminants into the soils, surface waters, or ground water, which could adversely impact public health or the environment.
- (z) The Lessor undertakes to sign any document where his signatures as the owner of the Demised premises is an essential requirement for submission by the Lessee's to various authorities to obtain regulatory or other clearances for the setting up it's offices/business..
- (aa) The Lessor shall provide connectivity of water supply or underground water storage tanks and in some specific situations, Lessor shall arrange to provide water supply connectivity from bore well pumps on temporary basis.
- (bb) The Lessor shall permit the Lessee to install or fix in the demised premises all such fixtures, including air-conditioners, sun blinders, electrical switches and installations, lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange and other fittings, fixtures and paraphernalia for the better use of the Demised Premises for its business as the Lessee may think fit entirely at the and expense of the Lessee. The Lessee would ensure and comply with necessary approvals from local body.

I, GEORGE BENJAMIN FERNANDES  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
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- (cc) The Lessee is responsible to repair minor damages which normally occur on the Demised Premises and caused by Lessee. While substantial damages relating to construction shall be the responsibility of the Lessor.

**The Lessor undertakes to provide following other facilities**

- (dd) Lessor to provide CFLs in the Demised premise area with proper lighting on the outside premises.
- (ee) All Gates, Shutters, Doors to be in working condition.
- (ff) The Lessor agrees to allow Lessee to put up all kinds/types of signage/s on and outside the Demised premises. No extra charges shall be paid by the Lessee to Lessor.
- (gg) A common energy point and distribution board for load distribution to be given sufficient to handle lighting office automation products and air conditioning, Trippers etc. to be provided to avoid any hazards.

**3. TERMINATION**

- a) Notwithstanding the initial fixed rental period of 3 years, the Lessor or the Lessee may terminate this Lease Agreement by giving adequate 120 days notice in any one or several of the following cases:
- i. Immediately, subject to notice, if the Property is destroyed or damaged or have structural defects and can no longer be habitable.
  - ii. If the Property are burnt down and totally destroyed. Where the Property is only partly damaged and the repair works would take more than thirty (30) calendar days, the Lessee shall have the option to either postpone this Lease Agreement until the Property are ready for occupation, or to terminate this Lease Agreement. Where the Lessee elects not to terminate the lease, the Rental which has been paid for the ongoing semester shall be reimbursed by the Lessor to the Lessee. Alternatively, at the option of the Lessee, the Lessor shall accept that the Lessee will automatically be entitled to occupy the Property for an extended period in lieu on the same terms and conditions, without paying rent for such extended period.
  - iii. By the Lessor in writing, in the event there is a failure by the Lessee, despite a thirty (30) day notice in writing, to timely pay the monthly rental and other charges as described in this Agreement.

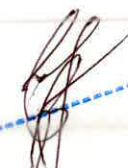
- iv. By the Lessor or the Lessee, in writing, in the event the Lessee or the Lessor fails to remedy a material breach of the terms of this Lease Agreement, despite Fourteen (14) days notice by the Lessor or the Lessee.
- v. Immediately, by the Lessee where the Lessor's Property are seized following an order of the court or other relevant authority under applicable legislation as amended.
- vi. In the event the court or other relevant authority, by order seize the Lessor's Property, the court or other relevant authority shall have no right to also seize Lessee's goods and equipment that are stored in the Property.
- vii. By either the Lessor or Lessee for any reason provided a one hundred and eighty days (180) notice in writing is given to the other party.
- viii. In terms of Article ....., Force Majeure. The unused rental amount (if any) shall be refunded to the Lessee in all cases subject to compliance by the Lessee of the Lessee's covenants.

#### 4. FORCE MAJEURE

- (i) Neither the Lessor nor the Lessee shall be liable for damage to the Property or the Furniture arising from:
- (ii) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or looting or pillage in connection therewith or confiscation or requisition or destruction or damage to the fabric by order of any government or public authority.
- (iii) An act of God

If at any time during the course of this Agreement it shall be impossible for any of the parties hereto to perform any of its obligations by reason of a force majeure, that party shall promptly notify the other in writing of the existence of such force majeure whereupon the party giving notice shall be relieved from such obligations as long as such force majeure exists, or if such events or circumstances render performance of this Lease Agreement impossible for more than thirty (30) days, then either Party may give notice to the other to terminate this Lease Agreement and shall accept the termination of this Lease Agreement with no further rights, obligations, and liabilities.

I, **GEORGE BENJAMIN BERGANDES**  
Advocate Notary Public and  
Commissioner for Oaths  
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imposed to either the Lessor and Lessee, nevertheless such termination shall not eliminate the outstanding rights, obligations and liabilities of either the Lessor and the Lessee during the term of the lease.

**5. DECLARATION OF THE LESSOR AND LESSEE**

**PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:-

- (a) If either party shall be desirous of extending the Lease terms after the expiration of the term hereby granted shall, three (3) month prior to the expiry of the term to signify such desire by written notice to the other party and upon mutual agreement between the Lessor and Lessee the terms hereby created shall be extended and renewed on the same terms and conditions to be agreed upon, save for rent which shall remain unchanged.
- (b) Notwithstanding anything to the contrary herein contained the provisions of this Agreement may be modified by an addendum setting out the modifications mutually agreed between the parties hereto which shall be duly signed by the parties herein and such addendum shall be construed as part of this agreement.
- (c) If any dispute, differences or question shall at any time hereafter arise between the parties hereto or their respective representatives or assigns in respect of the construction of this Lease or concerning anything herein contained or arising out of this lease or as to the rights, liabilities, or duties of the said parties hereunder, the same shall be referred to the arbitration of three arbitrators, one to be appointed by each of the parties hereto or by its representatives or assigns and a third one be appointed by the two appointed arbitrators in accordance with the subject provisions of the Arbitration Ordinance Cap. 15 of the Laws of Tanzania.
- (d) This Lease shall be governed and constructed in accordance with the laws of Tanzania.

I, **GEORGE BENJAMIN FERNANDES**  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
is a true and correct copy of the original

Signature  Date

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

SIGNED and SEALED at Dar es Salaam by )  
The common seal of Five Star Investments Ltd )  
P.O. Box 4504, Dar Es Salaam, Tanzania )  
at Dar es Salaam this ..... day of .....,2013. )



Name: ACIL SOMJI

Signature: [Handwritten Signature]

Postal Address: 4504, DSM, 77

Qualification: DIRECTOR

Name: George Fernandes

Signature: [Handwritten Signature]

Postal Address: Box 159, DSM

Qualification: Advocate



STAMP DUTY  
Shs: 3006720 Collected  
Receipt No: 6783247 Date: 12/11/13  
Kilimanjaro Region  
Mwanga - Ilala Tax Region

I, GEORGE BENJAMIN FERNANDES  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
is a true and correct copy of the original

Signature [Handwritten Signature] Date .....

SIGNED and SEALED at Dar es Salaam by )  
the *Common Seal of Astarc Motors Tanzania Ltd.* )  
P.O. Box , Dar Es Salaam, Tanzania )  
at Dar es Salaam this .....day of ..... 2013. )

SEAL



Name: GOPIMANDHARAN KUNSIHA PATHAN

Signature: K. Lojinah

Postal Address: DSM

Qualification: DIRECTOR

Name: George Fernandes

Signature: [Handwritten Signature]

Postal Address: Box 159, DSM

Qualification: Advocate



I, **GEORGE BENJAMIN FERNANDES**  
Advocate, Notary Public and  
Commissioner for Oaths  
do hereby certify that the foregoing  
is a true and correct copy of the original

Signature [Handwritten Signature] Date .....