

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES

MEMORANDUM
&
ARTICLES OF ASSOCIATION

OF
THE APTON SCHOOL
LIMITED

Drawn by:
Nikhil Damodar Sangani,
(Subscriber)
P. O. Box 71681,
Dar es Salaam.

UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF INCORPORATION

No.

I HEREBY CERTIFY that

THE APTON SCHOOL LIMITED

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

Given under my hand at Dar es Salaam this day of
..... Two Thousand and Twenty-One.



.....
Registrar of Companies

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

THE APTON SCHOOL LIMITED

1. The name of the company is **THE APTON SCHOOL LIMITED**.
2. The registered office of the company will be situated in Republic of Tanzania.
3. The objective for which the company is established are: -
 - i) To establish, develop and run kindergarten schools, preschools, day care centers and primary schools in Tanzania.
 - ii) To establish & conduct training courses on behalf of other organizations including professional associations and institutes.
 - iii) To establish and maintain libraries and other facilities in furtherance of the objectives of the company.
 - iv) To operate bookshop and stationery shops and to acquire, sell or distribute all varieties of office equipment and stationeries including computer hardware and software.
 - v) To conduct examinations in various subjects, disciplines and levels & to award certificates, diplomas and other awards to deserving candidates.
 - vi) To promote the use of computers knowledge, photography, communication skills in pre- schools, kindergarten schools and day care centers and primary schools through appropriate training, development, software and computer peripherals.
 - vii) To conduct and hold exhibitions and fairs and to conduct swimming classes for children.
 - viii) To carry on the business of trading as wholesalers, retailers, agents, dealers and merchants in agricultural products, including corn, wheat, grain sorghum, barley, and potatoes, and from sugar crops such as sugar cane and sweet sorghum, and to mix, blend, merge, stir and combine with other products, which are directly or indirectly processed with ethanol for antiseptics use, household cleaning products, and even varnishes, and for alcoholic beverages like beer, whiskey, and brandy, for Hand Sanitizers and Medical Wipes, for various solvents like paints, lacquers, varnish, and in personal care products, like perfumes, deodorants, hairsprays, and astringents, for food additives, like food coloring and flavoring,

and to do all such things that are incidental or conducive to the attainment of the company objects.





- ix) To carry on the business of carriers by land, sea or air.
- x) To carry on the business as transport contractors, clearing and forwarding agents, to establish and maintain transport services and make transport facilities to the public and for merchandise of all nature and description.
- xi) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property of any kind or any interest therein and any rights or privileges which the Company may think necessary or convenient for the purpose of the Company and to let, sublet, license or otherwise part with possession of such properties on such terms as the Company may deem fit.
- xii) To develop and turn to account any land acquired or to be acquired by the company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining filling up and improving buildings, and by planting, paving, draining, farming, cultivating and letting building on lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders and others.
- xiii) To acquire and deal with and in plant and machinery, patents, patent rights, inventions, copy rights, designs, trademarks and other intellectual property rights and to sell, let, dispose or grant rights and licenses over the same.
- xiv) To purchase, sell, import, export, rent machines and machinery of any kind, which may appear to be necessary or convenient or incidental to any business of the Company.
- xv) To enter into arrangements with Government, Local Government, or other governmental bodies or authorities and to obtain from them any rights, privileges, contracts and concessions which may assist the company in carrying out its objects.
- xvi) To enter into joint venture agreements or an amalgamation with any other company, firm or person carrying on business within the objects of the company.
- xvii) To carry on the business as business consultants, market research consultants, business transfer agents and estate agents, and to act as intermediaries in the introduction of sellers, purchasers, partners and employees.

- xviii) To advertise, exhibit, broadcast and adopt other means of making known the activities of the Company in any way as may be expedient including posting of bills in relation thereto and the issue of circulars, books, pamphlets and price-lists and the conducting of competitions, exhibitions, demonstrations and the giving of prizes, rewards and donations, and also the employment of door to door sales persons or other advertising or marketing methods to ensure the familiarity of the general public in and outside Tanzania, of the business of the Company.
- xix) To open an account or accounts with any bank(s) and to pay into and withdraw money from such account or accounts whether they may be in credit or debit.
- xx) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- xxi) To borrow or raise money in such manner as the company shall deem fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, either charged upon all or any of the company's property, both present and future, including its uncalled capital, or not so charged or otherwise howsoever.
- xxii) To take or otherwise hold shares in any other company having objects altogether or in part similar to those of the company, or for any other purpose that may directly or indirectly benefit the company.
- xxiii) To carry on business of developers in software and to deal in software and provide consultancy in the field of computers including hardware and software, and any other knowledge based and Information Technology related activities.
- xxiv) To procure the registration or other recognition of the Company in any country, state or place and to establish and regulate agencies for the purpose of the Company's business.
- xxv) To provide for the benefit of other persons consultancy, advisory, training and management services concerning or connected with anything that the Company does in the exercise of its powers or has power to do, or in which the Company has gained or developed expertise in the course of its business, and to provide training and educational courses, instruction, documentation and material for employees of the Company and for other persons in matters which in the opinion of the Company are connected with, or concern or are of benefit to the businesses and activities of the Company or which utilize the Company's communications systems or services.

xxvi) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them and IT IS HEREBY DECLARED that in the interpretation of this clause the powers conferred upon the company or by juxtaposition of two or more objects, nor shall any of the aforesaid objects or powers be deemed subsidiary or auxiliary merely to the objects mentioned the first or any other paragraph, save as is expressly provided, but so that the company shall have full power to exercise all or any of the powers conferred by and part of this clause in any part of the word and in the event of any ambiguity this clause and every paragraph hereof shall be construed in such a way as to widen and not to restrict the power of the company.

4. The liability of the members is Limited.
5. The Authorised Share capital of the Company is T. Shs. 50,000,000/= (T. Shs Fifty Million Only) divided into 50,000 (Fifty Thousand) Ordinary shares of T. Shs. 1,000/= (T. Shs. One Thousand Only) each with power to increase/reduce the capital or consolidate or subdivide the share into shares of larger or smaller amount and to all or any part of the said Capital. The company has the power to alter the capital value of shares and create classes to shares, attach special rights, limitations and obligations to shares from time to time as it may deem fit.

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

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. NIKHIL DAMODAR SANGANI Plot No. 711/24, India Street, P.O Box 71681, Dar es Salaam, Tanzania.	12,500	
2. BINDU DAMODAR SANGANI Plot No. 711/24, India Street, P.O Box 71681, Dar es Salaam, Tanzania.	12,500	
3. NISHA NAVIN KANABAR Plot No. 999, Apartment No.61, Msasani Peninsular, Dar es Salaam, Tanzania.	12,500	
4. SHEILA VINESH BADIANI Plot No. B-1-2990, Block No. 7/13, Ali Hassani Mwinyi Road, Dar es Salaam.	12,500	

Dated at Dar es Salaam this 08th day of September 2021

Witness to the above signatures: -

SIGNATURE:

POSTAL ADDRESS:

QUALIFICATION:



 SARAH SENGUO ALLEN
 ADVOCATE
 NOTARY PUBLIC
 COMMISSIONER
 FOR OATHS
 P.O. BOX 706
 DAR ES SALAAM
 ADVOCATE

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

INTERPRETATIONS:

TABLE A

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

INTERPRETATION

2. In these Article unless the context otherwise requires, expressions defined in the Company's Act,2002 shall have the meanings so defined and the words standing in the first column of the Table next thereafter contains shall bear the meanings set opposite to them respectively in the second column thereof, namely:

<u>Words</u>	<u>Meaning</u>
"Act"	the Companies Act 2002 (Cap. 212) or any statutory reenactment or modification thereof for the time being in force, and reference to any section or provision of the Act shall include reference to any statutory re enactment or modification of such section or provision for the time being in force;
"Articles"	these Articles of Association of THE APTON SCHOOL LIMITED;
"Clear Days"	in relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect;
"Chairman"	the Chairman of the company;
"Company"	means THE APTON SCHOOL LIMITED;
"Secretary"	means the secretary of the company or any person appointed to perform the duties of the secretary of the company.

"Dividends"	any distributions (whether in cash or property, and whether made before or during a wind up) by the company to any member with respect to a member's equity interest in the Company;
"Members"	a registered shareholder in the company;
"Memorandum"	the Memorandum of Association of the Company;
"Objects"	the objects of the Company;
"Office"	the registered office of the Company;
"Quorum"	(in the case of board meetings) two (2) Directors as the minimum number of Directors who must be present at a meeting in order for business to be transacted;
"Seal"	the Common Seal of the Company;
"Writing"	includes printing and lithography and any other mode or modes of representing or producing words in a visible form.

PRIVATE COMPANY

3. The Company is a Private Company, and accordingly:

- No invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- The number of the Members, not including persons who are in the employment of the Company is limited to fifty (50) Members:
- Provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member:
- the right to transfer the shares of the Company is restricted in the manner hereinafter provided: and
- No bearer Share Warrant shall be issued.

SHARE CAPITAL

4. The Authorised Share capital of the Company is T. Shs. 50,000,000/= (T. Shs Fifty Million Only) divided into 50,000 (Fifty Thousand) Ordinary shares of T. Shs. 1,000/= (T. Shs. One Thousand Only) each. The paid-up capital at the date of registration of these articles is T. Shs 50,000,000/- (T. Shs Fifty Million Only) divided into 50,000 (Fifty Thousand) ordinary shares of T. Shs. 1,000/- (T. Shs One Thousand Only).
5. Without Prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the original capital or not) may be issued with any such preferred, differed or other special rights or subject in

regard to dividend returns of capital, voting, or otherwise as the Company may from time to time, by resolution, determine or in the case of any shares in respect of which there has been no such determination as the Board may direct.

6. Subject to the provisions of Section 61 of the Act any preference shares may be issued on terms that they are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company may, by special resolution, determine.
7. The Company may, from time to time by ordinary resolution, increase its share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.

MODIFICATION OF CLASS OF SHARES

8. All or any of the special rights and privileges for the time being attached to any class of shares issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent, in writing, of the holders of no less than three-fourths (3/4) of the issued share of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meetings, all the provisions of this Articles as to the general meeting of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy no less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on the whole to one vote for every such share held by him, and that if at any adjourned meeting of such holders a quorum as above defined be not present, those of such holders who are present shall be a quorum.
9. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise, expressly provided by the conditions of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking, *pari passu* therewith.

SHARES

10. Subject to the provisions of these Articles, the issue shares of the Company shall be at the disposal of Board, which may allot, grant options overall otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but so that no shares shall be issued at discount except in accordance with Section 60 of the Act
11. All issues of shares of common stock, preferred stock or options or warrants to purchase common or preferred stock or any security convertible in whole or in part into any of the aforesaid shares, options or warrants shall first be offered to all of the Members as nearly as may be in proportion to the percentage of the capital stock of the Company respectively held by such Member at the date of such offer. Every such offer shall be made in writing by the secretary of the Company and shall state that any shares the subject of such offer that

are not subscribed by any Member will be offered to the other Members in proportion to the shares held by them.

12. If the shares and equity securities of any issue shall not be capable, without division into fractions, of being offered to or being divided among the Members in the proportions above mentioned the same shall be offered to or divided among the Members as nearly as may be in such proportions and any balance shall be offered to or divided among the members in such manner as may be reasonably determined by the Board.
13. If all of the shares or equity securities, as the case may be, of any issue are not fully subscribed for within a period of fifteen (15) days after the same are offered to the Members, the Company shall, during the following period of fifteen (15) days, offer all or any of the shares or equity securities not taken up by the Members to those Members who have accepted their offers in proportion to their share holdings, and if not subscribed these Members within a period of thirty (30) days after being offered the Company may offer the same to any person or persons as the Board thinks fit, provided that:
 - the price at which such shares or equity securities may be allotted and issued shall be not less than the subscription price initially offered to the Members, and
 - the terms of payment and otherwise for such shares or equity securities shall not be more favorable than the terms initially offered to the Members.
14. The Company may exercise the powers of paying commissions conferred by Section 56 of the Act, provided that the rate or amount of the commission paid or agreed to be paid and the number of shares which persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by the said Section, and that such commission shall not exceed ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten percent (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
15. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant or equipment which cannot be made profitable for a lengthened period, the Company may pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant.
16. Except as ordered by a court of competent jurisdiction or as by law required, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or

any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

17. Every person whose name is entered as a Member in the Register shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares of any one class, or several certificates each for one or more of his shares of such class upon payment of such sum for every certificate after the first as the Board shall from time to time determine. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. If a Member shall sell or transfer part of the shares comprised in his holdings he shall be entitled to a certificate for the balance without charge.
18. If a share certificate is defaced, lost or destroyed it may be replaced on payment of such fee (if any) as may be determined by the Board and on such terms (if any) as to evidence and indemnity and payment of the out-of-pocket expenses of the Company of investigating such evidence as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

LIEN

19. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such member or his estate to the Company, and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person whether a Member or not. The Company's lien on a share shall extend to all dividends payable thereon. But the Board may at any time declare any share to be wholly or in part exempt from the provisions of this article. Unless otherwise agreed, the registration of a transfer of share shall not operate as a waiver of the Company's lien, if any, on such shares.
20. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of sum presently payable and giving notice of the intention to sell in default shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.

21. The net proceeds of sale shall be applied in or towards payment or satisfaction of the debts or liability in respect whereof the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sales the Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES

22. The Board may from time to time makes calls upon the Members in respect of any money unpaid on their shares (whether on account if the nominal amount of the shares or by way of premium) and not by the condition of allotment thereof made payable at fixed times, provided that no calls shall exceed one-fourth of the nominal amount of the shares or be payable earlier than one month from the date fixed for payment of the last previous call, and each Member shall (subject to the Company giving to him at least fourteen days' notice specifying the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.
23. A call may be made payable by installments and shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed.
24. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
25. If a sum called in respect of a share be not paid before or on the day appointed for payment thereof the person from whom the some is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such, not exceeding ten per cent (10%) per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and incase of non-payment all the relevant provisions of these Articles as to payment of interest and expense, forfeiture or otherwise shall apply as if such sum had become payable by virtue or a call duly made and notified.

The Board may take arrangements on the issue of shares for a difference between the holders in the number of calls to be paid and in the times of payment.

30. If the whole of the Offer (and not part only) is not accepted by the Offeree within the period referred to in Article 34(b) (as extended, if necessary, pursuant to Article 35), then the Offeror shall be entitled, within thirty (30) days after such non-acceptance, to sell and transfer all (but not a part only) of the Offer Shares to a bona fide purchaser (and, where Article 34(c) is applicable to the bona fide third party referred to therein) ("the Third Party") at a price not lower and on terms and conditions not more favorable to that Third Party than those at which the Offeree was entitled to purchase the Offer Shares in terms of the Offer. Should the Offeror not sell all the Offer Shares within such thirty (30) day period, and then Article 33-36 inclusive shall apply de novo.
31. No transfer shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, shall be retained by the Company.
32. The Board may, in its absolute discretion and without assigning any reason therefore, decline to register any transfer of shares (other than fully paid shares) to a person of whom it shall not approve. The Board may also decline to register any transfer of shares on which the Company has a lien.
33. The Board may decline to recognize any instrument of transfer if:
- a) Such fee to be determined by the Board is not paid to the Company in respect thereof;
 - b) The instrument of transfer is not lodged with the Company at the registered office of the Company or is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
 - c) The instrument of transfer is in respect of more than one class of shares.
34. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged, send to the transferee notice of the refusal and the instrument of transfer that the Board has refused to register shall be returned to the transferee.
35. The Company shall be entitled to charge a fee to be determined by the Board on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, or other instrument relating to or affecting the title to any share.

TRANSMISSION OF SHARES

36. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only person recognized by the Company as having any title to his shares; but

nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him with other persons.

37. A person entitled to a share in consequence of the death or bankruptcy of a Member shall be bound at any time, if and when called upon in writing by the Directors so to do, to transfer such shares, as then registered in the name of the bankrupt or deceased Member, in favor of a nominee named by the Board.
38. A person becoming entitled to a share in consequence of death or bankruptcy or liquidation of a Member shall be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof.

FORFEITURE OF SHARES

39. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest and expenses which may have accrued.
40. The notice shall name a further day (not being less than fourteen days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references herein to forfeiture shall include surrender.
41. If the requirements of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
42. When any share has been forfeited, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy or liquidation of the holder (as the case may be); but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.
43. A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder

thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board may think fit.

44. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company All moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon at such rates as the Board may determine, not exceeding ten percent per annum, from the date of forfeiture until payment but the Board may waive payment of such interest either wholly or in part.
45. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale or disposition thereof and may execute a transfer of the share in favor of the person to whom the same is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see the application of the purchase money (if any) nor shall his title to the share be affected by any irregularities or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

INCREASE OF CAPITAL

46. The company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
47. The Company may, by the resolution increasing the capital, direct that the new shares of any of them shall be offered either at par or at a premium or (subject to the provision of Section 60 of the Act) at a discount or may make any other provisions as to the issue of the new shares. In default of any such direction or so far as the same shall not extend the provisions of Article 13 shall apply to such shares.
48. The new shares shall be subject to all the provisions of their Articles with reference to payment of calls, lien, transfer, transmission, and forfeiture and otherwise and unless otherwise provided in accordance with these Articles, shall be issued as Ordinary Shares.

ALTERATIONS OF CAPITAL

49. Articles 29 to 39 of Table "A" shall apply with the following clarifications:
The Company may from time to time by:

1. Ordinary resolution:
 - a. Consolidate and divide all or any of its share capital into shares of larger amount than of its existing shares;
 - b. Subdivide its shares or any of them into shares of smaller amount than is fixed by the Memorandum (subject, nevertheless, to the provision of Section 65(1)(d) of

the Act), and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision one or more of the shares may have any such preferred or other special rights over, or may have such qualified or deferred rights to be subject to any such restriction as compared with the other or others as the Company has power to attach to unissued or new shares;

- c. Cancel any shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
 - d. Vary, modify or amend any rights attached to any shares not yet issued; and may also by special resolution;
2. Special resolution:
- a. Reduce its share capital or any capital redemption reserve fund or any share premium account in any manner and with and subject to any circumstance authorized by the Act.

GENERAL MEETINGS

50. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to and other meeting in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
51. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
52. The board may, Whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 134 of the Act. If at any time they are not within Tanzania sufficient Directors capable of acting to form a quorum, any director or any two members may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board. In the case of an Extraordinary General Meeting called pursuant to a requisition, no business other than that stated in the requisition as the subject of such meetings shall be transacted unless such meetings shall have been called by the Board.

NOTICE OF GENERAL MEETINGS

53. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and hour of meeting, and, in case of special business, the general nature of that business. The notice convening an Annual General Meeting shall specify the meeting as such, and a notice convening a meeting to pass a special or

extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution as the case may be. Notice of every General Meeting shall be given in manner hereinafter mentioned to such persons as are, in accordance with the provisions of these Articles, entitled to receive such notices from the Company, and also to the Auditors of the Company for the time being:

Provided that with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit.

In every notice calling a meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that proxy need not also be a Member.

54. The accidental omission to give notice of a meeting or (in case where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument or proxy by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

55. All business shall be deemed special that it transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of the declaration and sanctioning of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors and other Officers in the place of those retiring by rotation or otherwise, and the fixing of the remuneration of the Auditors and the voting of remuneration to the Directors.
56. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles at least one Member present in person or by proxy together holding not less than fifty-one (51%) of the issued and paid-up ordinary shares and entitled to vote shall be a quorum for all purposes. A corporation being a Member shall be deemed for the purpose of this Article to be personally present if represented by a proxy or in accordance with the provisions of Section 141 of the Act.
57. If within half an hour from the time appointed for a meeting a quorum is not present the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place. Or to such other day and at such other time and place as the Boars may determine, and the provisions of Article 67 shall apply. If at such adjourned meeting a quorum as above defined be not present within half an our from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.

58. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company.
59. If there is no such Chairman or is at any meeting, the Chairman be not present within half an hour after the time appointed for holding the meeting, the members present shall choose any of the Directors present at the meeting to act, or if one Director only be present he shall preside as the chairman if willing to act. If no Director is present, or if all the Directors present decline to take the chair, the Members present shall choose one of their numbers to be Chairman.
60. 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 except business which might lawfully have been transacted at the meeting from which the adjournment took place, when a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
61. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll be demanded by the chairman, or by any Member. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the books of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.
62. If any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall, in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the resolution.
63. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
64. In case of an equality of votes at a General Meeting, whether on a show of hands or on a poll, the chairman of such meeting shall be entitled to a second or casting vote.
65. A poll demanded on the election of a Chairman, or on a question of adjournments, shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairman directs.

66. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

VOTES OF MEMBERS

67. Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on show of hands every Member who (being an individual) is present in person or (being a government or corporation) is present by a representative duly authorized under Section 141 of the Act shall have one vote. On a poll every Member who is present on person or by proxy shall have one vote for every share of which he is the holder.

68. In the case of joint holders of share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the joint holders, and for this purpose seniority shall be determined by the order in which names stand in the register.

69. In accordance with section 141 of the Act a corporation being a Member may by resolution of its directors or other governing body and any government being Members may by the direction of appropriate authority or any officer of the Government authorized by or undertaken any law authorize such persons as it thinks fit to act as its representative at any General Meeting of the Company or any class of Members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation or government he represents as that corporation or government could exercise if it were an individual Member of the Company.

70. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, where on a show of hands or poll, by his committee curator bonis or other persons in the nature of a committee or curator bonis appointed by such court, and such curator bonis or other person may vote on a poll by proxy.

71. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

72. No objection shall be raised on the qualification of any voter except in the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

73. On a poll vote may be given by tender or by proxy.

74. 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 be a government or corporation, either under its common seal (in the case of a corporation) or under the hand of an officer duly authorized or attorney so authorized.
75. A proxy need not be a member of the Company. Any Member may appoint more than one proxy to attend on the same occasion.
76. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such power or authority duly notarized, shall be deposited at the officer or such other place in Tanzania as may be specified in the notice convening the meeting no less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, no less than twenty four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
77. The board may, if it thinks fit, send out with the notice of any meeting, forms of instrument of proxy for use at the meeting and such instruments of proxy shall be in the form following or in such other form as the Board may decide.

FORM OF PROXY.

THE APTON SCHOOL LIMITED

I/We _____ being (a) Member(s) of the above-named Company, hereby appoint _____ of or failing him _____ of as my/our proxy to vote for me/us and on my/our behalf at the annual [or extra ordinary as the case may be] general Meeting of the Company to be held on the ___ day of _____ 2___ and at any adjournment thereof.

Dated this ___ day of _____, 2___.

Signature: _____.

Address: _____.

I desire to vote * _____ in favor of/ against the Resolution (s)

[where more than one proxy is appointed ass, in respect of number of shares]

NOTE: - Unless otherwise directed, the proxy holder will vote as he thinks fit and in respect of the members total holding.

78. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no information in writing of such death, insanity or revocation shall have been received by the company at the office before the commencement of the meeting or adjourned meeting, or the taking of the poll at which the instrument of proxy is used.
79. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
80. A resolution in relation to any of the following shall require the approval of Members representing at least seventy five percent (75%) of the share capital of the Company
- (a) The adoption of any change to the Articles of Association of the Company, other than a change of name of the Company (which shall be decided by the Board);
 - (b) The consolidation or amalgamation of the Company.

DIRECTORS

81. Unless and until otherwise from time to time determined by a special resolution of the Company, the number of directors (excluding alternate directors) shall not be less than two and not more than fifty in number. If at any time the number of Directors falls below the minimum number fixed by or in accordance with these Articles, the remaining Directors may act for the purpose of convening a general meeting or for the purpose of bringing the number of directors to such minimum, and for no other purpose. The remuneration of the Directors shall from time to time be determined by the Board.
- The first directors are:
1. NIKHIL DAMODAR SANGANI
 2. NISHA NAVIN KANABAR
 3. BINDU DAMODAR SANGANI
 4. SHEILA VINESH BADIANI
82. Unless otherwise determined by the company in a general meeting, the board shall appoint the chairman of the board and the board shall fix his remuneration. The chairman of the Board shall also be the Chairman of the General Meeting of the Company.
83. Each director shall have the power to appoint an alternate director to act in his place and may at his discretion, remove such alternate Director. A person so appointed shall be subject in all respects to the terms and conditions existing in respect of Directors, while so acting shall exercise and discharge all functions, powers and suited as a Director of his appointer in such appointer's absence. An acting Director shall ipso facto cease to be an alternate director if his appointer ceases, for any reason, to be a Director: provided that of any Director retires by rotation or otherwise but is reelected at the same meeting, any

appointment made by his pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

84. All appointments and removals of an alternate director shall be affected by instrument in writing delivered at the office and signed by the appointer. A Director exercising the power to appoint an alternate Director shall give prior notice of such appointment in writing to the secretary of the Board.
85. Each of the Directors. Other than the Chairman of the Board shall be entitled to remuneration at such rates as the company in general meeting may from time to time determine (by ordinary majority) and the Chairman shall be entitled to remuneration at such higher rates as the Company in the General Meeting may from time to time determine (by ordinary majority). Any Director holding office for less than a year shall only rank for remuneration in proportion to the period during which he has held office during such year. The Directors (including alternate Directors shall be entitled to be paid their reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or General Meetings or otherwise incurred while engaged on the business of the Company.
86. Any director who be request performs special services or who otherwise performs services which in the opinion of the Board, are not outside the normal scope of the usual duties of a Director, may be paid such extra remuneration by way of salary, percentage of profit or otherwise as the Board may determine which shall be charged as part of the Company's ordinary working expenses.
87. A Director may be or becomes a Director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested, and no such director shall be accountable for any remuneration or other benefits received by him as a Director or Officer of or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as it thinks fit, including the exercise thereof in favor of any resolution appointing the members of the Board or any of them to be directors or officers f such other company, and an Director of the Company may vote in favor of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such, or in any other manner, is or may be interested in the exercise or such voting rights in the manner aforesaid.
88. (a) A Director should not be financially interested in the Company other than as a shareholder and/or Director
- (b) A Director should only trade with the Company through the medium of an associated company in which he has a shareholding.
89. A Director shall not require any share qualification.

90. Without prejudice to the last preceding Article and to the provision for retirement by rotation or otherwise hereinafter contained, the office of a Director shall be vacated in any of the events following, namely if:

- (a) He resigns his office by notice in writing to the company; or
- (b) He be found lunatic or become of unsound mind or a receiving order is made against him or he compounds with his creditors; or
- (c) Without leave, he is absent, otherwise than on the business of the Company, from meetings of the board for six consecutive months, and the Board resolves that his office be vacated; or
- (d) He is prohibited from being a director by reason of any provision of the Act or He becomes prohibited by law from being a director; or
- (e) Without the consent of the remaining Directors, he holds any office or place of profit under the Company other than that of managing Director, Manager or Trustee of any deed for securing debentures of the Company; or
- (f) He is removed either by an extra ordinary resolution or an ordinary resolution of the Company, twenty-eight (28) days' notice of intention to move such resolution having been given.

POWERS AND DUTIES OF DIRECTORS

91. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Act or by these Articles require to be exercised by the company in general meeting, subject nevertheless to the provisions of the Articles and f the Act and to such regulations being not inconsistent with such provisions as may be prescribed by the Company in the General meeting, but no regulations made by the company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

92. The board may from time to time and at any time by power of attorney under the Company's seal appoint any company, firm or person or by any fluctuating body of persons, whether nominated directly or indirectly by the board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or those conferred upon the board by this Article) and for such period and subject to such conditions as it may think fit, and such power of attorney may contain such provisions for the protection and convenience of persons dealing with ay such attorney as the boars may think fit, and may also authorize any such attorney to sub delegate all or any of the powers, authorities and discretion vested in him.

93. The Company may exercise the powers conferred by Section 43 of the Act with regard to having an Official Seal for use abroad and such powers shall be bested in the Board.

94. The Company may exercise the powers conferred by Section 124 to 127 of the Act with regard to the keeping of a branch Register in any part of the world and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit in respect of the keeping of any such Register.

BORROWING POWERS

95. The Director may exercise all the powers of the Company to borrow, lend and guarantee the repayment of money and to mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof and to issue debenture stock and other securities whether outright or as securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
96. The Directors may exercise all the powers of the Company to guarantee and become surety for the liabilities, the performance of contracts and the repayment of monies by any person, firm or company and to issue charges, mortgages, debentures or lien to secure performance by the Company of any such guarantee or surety.
97. All cheques, promissory notes, drafts, bills of exchange and other negotiable and transferable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

SECRETARY

98. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.
99. A provision of the Act or of these Articles require 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

100. The Board shall provide for the safe custody of the Seal, which shall not be affixed to any instrument except in the presence of at least two Directors or at least one Director and the Secretary and such Directors or Director and Secretary shall sign every instrument to which the seal is so affixed in their presence. All forms of certificate for shares, stocks, or debentures or representing any other form of security (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary:

Provided that the Directors may resolve that some methods of mechanical signature which is controlled by the auditors, Transfer Auditors or Bankers of the Company be adopted, in which case any such certificate may bear the mechanical ins-d of the autographic signature of a director.

AUTHENTICATION OF DOCUMENTS

101. Any Director or secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (except the Memorandum and Articles of Association which must be authenticated by the Registrar of Companies) and any resolutions passed by the Board, and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts there from as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the board as aforesaid.

DIVIDENDS

102. The Company in General Meeting may from time to time declare dividends to be paid to the Members to their rights an interest in the profits, but no dividend shall be declared in excess of the amount recommended by the Board.

103. All dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid pro rata according to the amounts paid up on the share during any portion or portions of the period in respect of which the dividend is paid; but if any share be issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

104. The Board may from time to time pay to the Members such interim dividends as appears to the Board to be justified by the position of the Company; the Board may also pay the fixed dividend payable on any preference shares of the Company half yearly or otherwise on fixed dates, whenever such position, in the opinion of the Board, justifies that course.

105. The Board may deduct from any dividend or bonus payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls.

106. No dividend shall bear interest against the Company.

107. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque addressed to the holder at his registered address or, in the case of joint holders,

addressed at his registered address to the holder whose name stands first on the Register in respect of the shares or by telegraphic transfer. Every such cheque or telegraphic transfer shall, unless the holder otherwise directs, be made payable to the order of the registered holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders.

108. Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and the Board shall give effect to such direction, and where any difficulty arises in regards to such distribution the Board may settle it as it thinks expedient, and in particular may fix the value for distribution of any such specific assets and may determine that cash payment shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution.

CAPITALISATION OF PROFITS

109. The company in General Meeting may upon the recommendation of the Board, at any time and from time to time, pass a resolution to the effect that it is desirable to capitalize any part of the amounts for the time being standing to the credit of any of the Company's reserves or to the credit of the profit and loss account or otherwise available for distribution and not required for the payment of the fixed dividends on any preference shares of the Company and accordingly that such sum be set free for distribution among the Members or nay class of Members who would be entitled to such profits if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of unissued shares, debentures or other obligation of the company, to be allotted and distributed credited as fully paid up among such Members or partly in one way and partly in the other, and the Board shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares.
110. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedient and it particular may issue fractional certificates or may ignore fractions altogether, and may determine that cash payment shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract requisite or convenient for giving effect thereto and such appointment shall be effective and binding upon the Members.

ACCOUNTS

111. The Board shall cause true accounts to be kept of:
- (a) the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place; and
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
112. The books of accounts shall be kept at the Office or at such other place or places as the Board may think fit and shall always be open to the inspection of the Directors. No member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Board.
113. The Board shall from time to time, in accordance with section 153 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, and reports as are referred to in that section.
114. A copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in twenty-one days before the date of meeting, be sent to every Member and to every holder of debentures of the Company and copies of each of these documents shall at the same time be forwarded to all persons entitled to receive notices of General Meetings of the Company: Provided that this Article 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 shares or debentures.

AUDIT

115. Auditors shall be appointed and their duties regulated in accordance with Section 170-179 of the act.

NOTICES

116. Any notice or other document may be served by the Company on any Member either personally or by sending in through the post in a prepaid letter or by telex or telecopier addressed to such Member at his registered address as appearing the Company's Register or in any Branch Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register or Branch Register, and notice so give shall be sufficient notice to all the joint holders.
117. Any Member who is not registered in a Branch Register and who is described in the Company's Register by an address not within Tanzania who shall, from time to time, give to the Company an address within Tanzania at which notices may be served upon him and shall be entitled to have notices served upon him at such address, but save as aforesaid no Member other than a Member described in the Register by an address within Tanzania or registered in a Branch Register shall be entitled to receive any notice from the Company: Provided that any notice which is sent by post to a Member registered in a Branch Register

shall not be deemed to have been duly served in pursuance of this Article unless it shall have been posted in the country in which such Branch Register is established.





118. Any notice or other document, if served by post, telex or telecopier shall be deemed to have been served at the time when the same was put into the post office, or transmitted by telex or telecopier and in proving such service shall be sufficient to prove that the notice or document was properly addressed, stamped and put into the post office or if by telex or telecopier was actually transmitted.
119. Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder unless his name shall at the time of the service of the notice or document, have been removed from the Company's Register or Branch Register as the holder of the share, and such service shall for all purpose be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
120. Save as hereinbefore provided, notice of every General Meeting shall be given to every Member of the Company and to every Director.

WINDING UP

121. With the sanction of an extraordinary resolution of Members any part of the asset of the Company, including any shares in or securities of other companies. May be divided among the Members of the Company in specie or may be vested in trustees for the benefit of such Members, and in liquidation of the Company may be closed and the Company dissolved, but, so that no Member shall be compelled to accept any share whereon there is any liability.

INDEMNITY

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

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
1. NIKHIL DAMODAR SANGANI Plot No. 711/24, India Street, P.O Box 71681, Dar es Salaam, Tanzania.	12,500	
2. BINDU DAMODAR SANGANI Plot No. 711/24, India Street, P.O Box 71681, Dar es Salaam, Tanzania.	12,500	
3. NISHA NAVIN KANABAR Plot No. 999, Apartment No.61, Msasani Peninsular, Dar es Salaam, Tanzania.	12,500	
4. SHEILA VINESH BADIANI Plot No. B-1-2990, Block No. 7/13, Ali Hassani Mwinyi Road, Dar es Salaam, Tanzania.	12,500	

Dated at Dar es Salaam this 08th day of September 2024

Witness to the above signatures: -

SIGNATURE:

POSTAL ADDRESS:

QUALIFICATION:

SARAH SENGUO ALLEN
ADVOCATE
&
COMMISSIONER
P.O. BOX 80706
DAR ES SALAAM
ADVOCATE

