

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

AFROSIA INTERNATIONAL LIMITED

DRAWN:-
SUBRAT KUMAR PATEL (SUBSCRIBER)
P.O. BOX 23250
DAR-ES-SALAAM

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

**OF
AFROSIA INTERNATIONAL LIMITED**

1. The name of the company is **AFROSIA INTERNATIONAL LIMITED**.
2. The Registered Office of the company will be situated in the United Republic of Tanzania.
3. The objectives of the company will be:
 - a) To carry on business of wholesale of food, beverages and tobacco, general to be agro-export, commodity export and also to trade as exporter , importer , supplier ,wholesale and retail sale of cash crops including but not limited to coffee, pulse, cocoa, cashewnuts, tea , sugarcane, cotton and spices , vegetable and melons, roots and fibres crops, cereals, leguminous crops and oil seed, tropical and subtropical fruits, citrus fruits pome and stone fruits, other tree and bus and nuts, oleaginous fruits and beverage fruits, spice, aromatic, drugs and pharmaceutical crops, ayurvedic and herbal products , business poultry, camel, cattle, sheep and goat.
 - b) To carry on business as a wholesale of agricultural machinery, equipment and supplies.
 - c) To carry on business as a wholesale on a fee or contract basis.
 - d) To carry on business of a non- specialized wholesale trade and deal with agro export.
 - e) To borrow or raise or secure the payment of money in such manner as the company shall think fit and in particular by issue of debenture or debenture stock, perpetual of otherwise and or by mortgage, charge, pledge or otherwise.

in this clause, except where used in reference to this Company shall be deemed to include any partnership or other body of persons, whether domiciled in the United Republic of Tanzania or elsewhere; **AND FURTHER DECLARED** that each of the objects specified in each paragraph and sub-paragraph of this clause shall, except where expressed otherwise in such paragraph, be an independent main object and in no way limited or restricted by reference to or inference from the terms, or any other paragraph, or the name of the Company.

- 4) The liability of the Members is limited.
- 5) The Share Capital of the Company is Tshs 100,000,000/= only, divided into 10000 ordinary shares each of Tshs. 10,000/= only, subject and to the rights attached to any class of shares for the time being carrying special rights whether as part of the original or any special, qualified preferred or deferred rights and privileges, or conditions as to capital dividends, rights deferred rights and privileges, or conditions as to capital dividends, rights of voting or other matters but so as that any such rights privileges or conditions **SHALL NOT** be altered or

modified except in accordance with the Articles of Association of the Company for the time being in force.

NOW, THEREFORE WE, the several persons whose names and addresses are hereafter described, are desirous of being formed into a Company in pursuance of this Memorandum of Association and have respectively agreed to take the number of shares in the capital of the Company as set out opposite to our respective names: -

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
1. SUBRAT KUMAR PATEL ADD: BHEDABAHAL, ORISSA, SUNDARGARH- INDIA	3500	<i>Spal</i>
2. RUPALI GANGULY ADD: DAKHINPARA, MADHYAMGRAM , WEST BENGAL, UDAYRAJPUR- INDIA	2500	<i>Rupali Ganguly</i>
3. ANNADURAI KRISHNASAMY ADD: TRANQUEBAR TALUK, NAGAPATTINAM, NALLADI- INDIA	2000	<i>Ramy</i>
4. DHANANJAYA PATEL ADD: BHEDABAHAL, ORISSA, SUNDARGARH- INDIA	2000	<i>Dhananjaya Patel</i>

Dated at **DAR-ES-SALAAM** this 18th day of JUNE 2020

WITNESSED BY

Name: MUSTUMA CHOGGY

Signature: *[Signature]*

Postal Address: 73013 DAR-ES-SALAAM ADVOCATE



COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AFROSIA INTERNATIONAL LIMITED

PRELIMINARY

1. In these Articles:

“The Act”	Means the Companies Act 2002
“The SEAL”	Means the Common Seal of the Company
“The Secretary”	Means any person appointed to perform the duties of the Secretary of the Company.
“The Register”	Means the Register of the Members of the Company.
“The Dividend”	Means the Dividend declared by the Company and includes bonus.

Expression referring to writing shall unless the contrary intention appears, construed as including references to printing, lithography 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 upon the Company.

2. The Regulations contained in PART II of the First Schedule to the Companies Act 2002 shall unless otherwise provided herein, apply to the Company.
3. The Company is a PRIVATE COMPANY and accordingly: -
 - (a) The right to transfer shares is restricted in manner hereinafter prescribed;
 - (b) The number of members of the company is limited to fifty as further provided for in the Act;
 - (c) Any invitation to the public to subscribe for any shares or debenture of the public is prohibited;
 - (d) The company shall not have power to issue share warrants to bearer.
4. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
 - (i) The Share Capital of the Company is Tanzania shillings Tshs 100,000,000/= only, divided into 10,000 ordinary shares each of Tshs. 10,000/= only.

- (ii) Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to the dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution, be issued on the terms that it is or at the option of the Company is liable to be redeemed.
5. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; PROVIDED THAT such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirement of Section 56 of the Companies Act shall be observed.

LIEN

6. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- (i) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the company, whether he be the sole registered holder or be one of several joint holders.
- (ii) The company's lien, if any, on a share shall extend to all dividends payable thereon.

CALLS ON SHARES

7. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month notice from the last call; and each member shall (subject of receiving at least fourteen days' notice specifying the times and place of Account) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
8. All calls shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed, and may be required to be paid by installments.
9. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

10. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 10 percent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
11. Any sum which by the terms of issue of share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purpose of those regulations, 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 in case of non-payment, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise, shall apply as if such sum had become payable by virtue of a call dully made and notified.
12. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for advance, become presently payable) pay interest at such rate not exceeding 10 percent per annum (Unless the Company in General Meeting shall otherwise direct) as may be agreed upon between the member paying such sum in advance and the Directors.

TRANSFER OF SHARES

13. (i). Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form hereunder provided and which shall be signed 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 of members in respect thereof.
- (ii). Shares shall be transferred in the following form or in any usual or common form which the shareholders shall approve.
 "I.A.B. of in consideration of the sum of TShs. paid to me by C.E. of (hereinafter called "the said transferee") DO HEREBY transfer to said transferee the share (or shares) numbered in the undertaking called to hold unto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HEREBY agree to take the said share (or shares) subject to the conditions aforesaid.
 As witness our hands this.....day of.....201...

TRANSMISSION OF SHARES

14. In case of the death of a member, the survivor of survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only person recognized by the company as having any title to his interest in the shares; but nothing contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
15. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
16. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

ALTERATION OF CAPITAL

17. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
18. If the notice is complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
19. Subject to the provisions of this Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorize some person to execute an instrument of transfer of the share in question.

24. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any redemption reserve fund or any share premium account in any way.
25. 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.
26. All general meetings other than general meetings shall be called extra ordinary general meetings.
27. The Directors may, whenever they fit, call an extraordinary general meeting, and extraordinary general meetings shall also be convened by such requisitionist, as provided by section 134 of the Act. If at any time they are not within the Territory sufficient Directors to call the meeting, any director or any two members of the company may call the meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

GENERAL MEETINGS

28. A General Meeting shall be held once in every calendar year (not being more than fifteen months after the holding of the preceding General Meeting) at such time and place as may be determined by the Directors. In default of a General Meeting so held, a General Meeting may be convened by any one member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
29. All General Meetings other than the Annual General Meeting shall be called Extra-Ordinary General Meetings.
30. The Directors may, whenever they deem 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.

NOTICE OF GENERAL MEETINGS

31. Every general meeting shall be called by twenty-one clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such;

Provided that a meeting of the company may be called by shorter notice if it is so agreed:-

- (a) in the case of an 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 holding not less than 95 per cent in nominal value of the shares giving that right.

32. The accidental omission to give notice of a meeting to or the non-receipt of notice of meeting by any member shall not invalidate the proceedings at any meeting.

33. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of a Company duly convened and held.

PROCEEDINGS AT GENERAL MEETINGS

34. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the Directors and Auditors, the election of Directors and other officers in place of those retiring by rotation, and the appointment and fixing of the remuneration of the Auditors.

35. 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.

36. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of member, shall be dissolved; in any other case, it shall stand adjourned to the same day in the next week, at the same time and place; and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

37. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.

38. If there is no such Chairman, or if at any meeting he is not present within fifteen Minutes after the time appointed for holding the meeting the remaining Directors (or alternate Directors as the case may be) shall choose one of their number to be Chairman of the meeting.

39. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

BOARD OF DIRECTORS

40. (a) Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two nor more than Seven.
- (b) The first Directors of the Company shall be:
- a) **SUBRAT KUMAR PATEL**
 - b) **RUPALI GANGULY**
 - c) **ANNADURAI KRISHNASAMY**
 - d) **DHANANJAYA PATEL**
41. (a) The remuneration of Directors shall from time to time be determined by the Company in General Meeting.
- (b) In addition to their usual remuneration, the Directors shall also be paid such traveling, hotel and other expenses incurred in connection with their attendance at meetings of Directors.
42. (a) Each Director may nominate in writing to the Secretary of the Company a person approved by his co-directors to act as Alternate Director in his place during his absence or if he is unable to act as such Director himself.
- (b) On such appointment being made, the Alternate Director shall, except as regards remuneration, be subject to all respects to the terms and conditions existing with reference to the other Directors, and each Alternate Director whilst acting in the place of an absent Director, shall enjoy all the rights of and exercise and discharge all the duties of the Director he represents.

POWERS AND DUTIES OF DIRECTORS

43. Subject to the provisions of the Act, the memorandum and the articles and to any directors given by special resolution, the business of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the Memorandum or articles and no such directors shall invalidate any prior act of the directors which would otherwise have been valid. The powers given this article shall not be limited by any special power given to the directors by the articles and meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors.
44. The directors may by power of attorney appoint any person to be the attorney or agent or the company for such purpose and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.

45. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.
46. The company may exercise the powers conferred upon the company by sections 124 to 127 of the Act with regard to the keeping of a branch register, and the directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

47. The office director shall be vacated if the director.
- i. ceases to be a director by virtue of any provision of the Act, or he becomes prohibited by law from being a director; or
 - ii. becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - iii. becomes of unsound or
 - iv. resign his office by notice in writing the company or
 - v. Shall for more than six consecutive months have been absent, without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

APPOINTMENT AND RETIREMENT OF DIRECTORS

48. The company may by ordinary resolution appoint person who is willing to act to be a director either to fill a vacancy or to be an additional director.
49. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as additional director, provided that the total number of directors does not exceed the number fixed by or in accordance with these article. A director so appointed shall hold office only until the next following annual general meeting, and shall be eligible for re election.
50. The company may by ordinary resolution, of which notice has been given in accordance with section 144 of the act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages for breach of any service contract with the company.
51. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and

without prejudice to the powers of the directors under article 85 the company may by ordinary resolution appoint any person to be a director to fill a vacancy or as an additional director.

BORROWING POWERS

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

POWERS AND DUTIES OF DIRECTORS

53. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in a setting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to provisions of the Act, and to such regulations, being consistent with the aforesaid regulation or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

54. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (except the power to make calls, forfeit shares or issue debentures) as they may see fit, but the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restriction as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.

55. The Board of Directors shall cause minutes to be made in books provided for the purpose to record:-

- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors, and every such Director present at any meeting of Directors or Committee of Directors shall sign against his name in a book to be kept for that purpose.
- (b) All resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors.
- (c) All appointments of Officers made by the Directors.

SECRETARY

56. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may see fit, and they may remove any Secretary so appointed.

57. No person shall be appointed or hold office as a Secretary who is:-

- (a) The sole Director of the Company; or

- (b) A Corporation, the sole Director of which is the sole Director of the Company;
or
- (c) The sole Director of a Corporation which is the sole Director of the Company.

58. A provision of the Act or these regulations 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


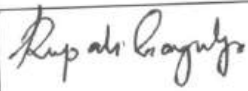


59. The Directors shall provide for the safe Custody of the Seal of the Company, and the Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and countersigned by the Secretary or a Second Director or by some other person appointed by the Directors for the purpose.

WINDING-UP

60. If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company, divide amongst the members in specie or kind the whole or any part of the assets of the Company and may, for such purpose set such value as he may deem fair upon any property to be divided as aforesaid and may determine how much division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall see fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

61. Every Director or other Officer of the Company shall be entitled to the indemnified out of the assets of the Company against all costs, charges, loses, expenses and liabilities which she/he may sustain or incur in or during the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by her/him in defending any proceedings, whether civil or criminal, in which judgment is given in her/his favor or in which she/he is acquitted or in connection with any application under the Act in which relief is granted to her/him by the Court; and no Director(s) or other Officer(s) shall be liable for any loss, damage or misfortune, which may happen to or be incurred by the Company in the execution of the duties of her/his office or in relation thereto.

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
1. SUBRAT KUMAR PATEL ADD: BHEDABAHAL, ORISSA, SUNDARGARH- INDIA	3500	
2. RUPALI GANGULY ADD: DAKHINPARA, MADHYAMGRAM , WEST BENGAL, UDAYRAJPUR- INDIA	2500	
3. ANNADURAI KRISHNASAMY ADD: TRANQUEBAR TALUK, NAGAPATTINAM, NALLADI- INDIA	2000	
4. DHANANJAYA PATEL ADD: BHEDABAHAL, ORISSA, SUNDARGARH	2000	

Dated at DAR-ES-SALAAM this 18th day of JUNE 2020

WITNESSED BY

Name: MWAJUMA CHOGGY

Signature: 

Postal Address: 78013 DAR-ES-SALAAM

Qualification: ADVOCATE

