

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
INDIGO PRINTER LIMITED

INCORPORATED AT THIS DAY OF 2023

DRAWN BY:

PIUS VIJESH HALAI,
(Subscriber)
P.O. BOX 10425,
DAR ES SALAAM,
TANZANIA.

THE COMPANIES ACT, 2002

**COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
INDIGO PRINTER LIMITED**

- 1 The name of the company “ **INDIGO PRINTER LIMITED**”
- 2 The Registered office of the Company will be situated in Tanzania.
- 3 The objects for which the Company is established are:
 - a) To carry on the business of Printing all type of stationeries ,exercise books and wholesale of the same
 - b) To carry on the business of importing and selling all types of Stationeries and retail and wholesale market in Tanzania
 - c) To carry on the business of Manufacturing Distributing and repairing of Printer Cartridges and its accessories in Tanzania. .
 - d) To carry on the business of whole-sale and retail of all types paper products, shredding machines and its accessories in Tanzania.
 - e) To carry on the business of manufacturing cans and containers made of metal, plastic, paper, wood or any material from which the containers can be manufactured and sold in Tanzania and all countries in the world and /or to consume them within the company's operations.
 - f) To carry on the business of selling, leasing, buying, obtaining on lease, purchasing, letting, hiring and mortgaging of all types of industrial manufacturing plants, buildings, properties, vehicles, machinery and related assets of any kind of description.

- g) To manufacture, buy, sell, improve, treat, preserve, fine, aerate, mineralize, botteling and otherwise deal in mineral and aerated waters and other liquids of every description. To prepare, grow, preserve, can, pack, import, export and deal in provisions of all kinds food- both wholesale and retail and whether solid or liquid.
- h) To carry on and conduct the business of food specialists and can preserve and process all kinds of coffee and tea and all other varieties of edible preparations whether in solid or liquid.
- i) To carry on the business of trading and marketing, including importing and exporting all kinds of coffee and tea or any type of material needed in processing coffee and tea, solid or liquid, and other items
- j) To carry on any other business which may seem to the company capable of being conveniently carried in connection with the above or calculated directly or indirectly to enhance the value of render profitable any of the company's property or rights.
- k) To establish depots and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company.
- l) To carry on the business of general merchants, general store keepers, universal providers, importers, exporters, wholesale, retail traders or dealers of coffee and tea processed or not.
- m) To enter into any arrangements and contracts with the government or authorities, supreme municipal local or otherwise any corporation, company or person having objects that may seem conducive to the company's object or any of them and to obtain from any government authority. Corporation, company or person any character, contract, decrees rights privileges and concessions.
- n) To purchase, take on lease, option or license, exchange or otherwise acquire in any part of the world, prospecting rights and contracts, properties, grants, concessions, charters,

privileges, licenses or authorities of and over land and / or other properties either absolutely or conditionally.

- o) To borrow, raise or secure the payment of money in such manner as the company shall think fit and in particular by the issue of debenture stock, certificate or other securities perpetual or otherwise charged upon all or any other company's rights and property (present and future) including any uncalled capital or without any such security and to purchase redeem or pay off any such security or loan.
- p) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engage in or about to carry on engage in any other business or transaction which this company is authorized to carry on or engage in any business or transaction capable of being conducted so directly or indirectly to benefit this company. To take or otherwise acquire shares and securities of any such company and sell, hold, re-issue with or without guarantees or otherwise deal with the same.
- q) To promote another company for the purpose of acquiring all or any of the property and Liabilities of this company, indirectly calculated to benefit this company. To sell or dispose of the undertaking and property of the company or any part thereof, for such consideration as the company may think fit and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company.

To construct erect maintain and alter any buildings machinery plant works necessary or convenient for the purposed of the company.

To undertake and execute any contracts for work involving the supply or use of any such machinery and to carry out any ancillary or other work comprised in such contracts carrying passengers and goods in Tanzania or in other countries, according to their regulation.

- u) Generally to purchase take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or

conveniently for the purpose of its business and in particular any land buildings easements machinery plant and stock in trade.

- v) To invest and deal with the cash availability of the company in such manner as the company directors may from time determine.
- w) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the company's capital or any debentures or other securities of the company or the conduct of its business.
- x) To distribute any part of the property of the company in specie among the members.
- aa) To draw, make accept endorse, discount, execute and issue cheque, promissory notes, bills of exchange, bills of lading, warrants, debenture and other negotiable or transferable instruments.
- bb) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise alone or in conjunction with others.
- dd) To obtain all powers and authorities necessary to carry out or extend any of the above objects.
- ee) To act as manufacturers' representatives and /or agents and brokers for manufacturers and /or merchants and generally to carry out agency work of every kind: to act as financial advisors to negotiate loans of every description for the benefit of the company.
- gg) To buy sell, import and /or export, repair, convert, alter, let on hire and deal in materials, commodities, goods, articles services directly or indirectly related to the business of the company whether in Tanzania or outside Tanzania.
- hh) All decisions described from paragraph "o" to "gg" must be formal authorized by both corporate shareholders or its representants with the power of attorney. And it is hereby declared that:




And it is hereby declared that:-

The word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether domiciled in the United Republic of Tanzania or elsewhere, and.

The object specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, sense as if each of the said paragraphs defined the objects of a separate and distinct company, and That the meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.

4. The Liability of the Members is Limited.
5. The share capital of the Company is Tshs.100,000,000/= (Say Tanzania Shillings hundred Million Only)=divided into 100,000 shares, each Tshs.1000/=. The Company shall have powers to increase its capital and to divide the 5shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company

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

NAMES, POSTAL ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBERS OF SHARES	SIGNATURE
PIUS VIJESH HALAI MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	35,000	
MANJULABEN VIJESH HALAI, MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	35,000	
ANJNA BHAVESH PINDORIYA MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	30,000	

Dated Dar es Salaam this Day 03rd of APRIL 2023

Witness of this above signatures:

NAME : SHARIFA MOHAMED
SIGN : 
POSTAL : 787571 DAR ES SALAM
QUALIFICATION : ADVOCATE



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

INTERPRETATION

1. In these articles

“the Act” means the Companies Act.

“the articles” means these Articles of Association.

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

“the seal” means the Common Seal of the Company;

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

“the Company” means **INDIGO PRINTER LIMITED**

“Directors” means the Directors for the time being of the Company.

“Member” means the registered shareholders in the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.⁶

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

PRIVATE COMPANY

2. 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 (exclusive of persons who are in the employment of the Company and persons who have been formerly in the employment to be the member of the Company, where while in such employment to be the member of the Company) is limited to fifty (50), provided that where two (2) or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be, tested as a single member.

(c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

(d) The Company shall not have power to issue share warrants to bearer.

MEMBERS

3. The number of members with which the Company proposes to be registered is two (2) but the directors may from time to time register an increase of members.

4 The subscribers to the Memorandum of Association and such other persons as the directors shall admit to membership shall be members of the Company,

SHARE CAPITAL

5. The share capital of the Company is 100,000,000 Tanzanian Shillings (one hundred million) divided into Shares 100,000 (one hundred thousand) Ordinary Shares of Tshs 1,000/= (one Thousand) each.

6. 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) maybe issued with any such preferred, deferred 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 Directors may direct.

7. The Company may, from time to time by special resolution, increase its share by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

SHARE CERTIFICATES

8. Every person whose name is entered as a member in the Register shall be entitled, without payment, to receive within two (2) months after allotment or of transfer (or within such other period as the conditions of issue shall provide) one certificate for all its shares of any one class, or several certificates each for one or more of its shares of such class upon payment of such sum for every certificate after the first as the directors shall from time to time determine. In 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 holding he shall be entitled to a certificate for the balance without charge.

9. If a share certificate be defaced, lost or destroyed it may be replaced on payment of such fee (if any) as may be determined by the Directors 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 Directors may think fit and, in case of defacement, on delivery of the old certificate to the Company.

TRANSFER OF SHARES

10. No shareholder shall sell, assign, pledge or otherwise transfer any shares without the prior written consent of the other shareholders and otherwise than in accordance with these Articles. Provided that no sale or transfer of shares shall be transacted so as to alter the shareholding structure in relation to the percentage held by each shareholder upon the incorporation of the Company or as may be permitted by law from time to time.

11. A member desirous of selling his shares or any of them (hereinafter called "the Selling Member") shall give notice (hereinafter called "the notice of sale") to the Secretary of the company that he desires to sell the same. Such notice shall specify the number and class of shares which he desires to sell and shall state that he constitutes the Company is agent for the sale of shares. The price shall be the price agreed upon between the selling member and the purchaser or failing agreement the price shall be the valuation of the shares made by the Auditor or Auditors of the Company for the time being on the requisition of the Secretary which shall be made within fourteen days of the receipt by him of the notice of sale. A notice of sale may contain a provision that unless all the shares comprised therein are sold by the company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the company.

12. The Secretary shall upon receiving such valuation notify the Selling Member thereof and shall send to each of the other members of the company a circular containing the same particulars and naming a day (being thirty days after the service on him of the notice of sale) on or before which offers to purchase his shares referred to in the notice of sale at the price named shall be received from members of the company by the secretary he shall, as agent for the Selling Member and the proposing purchaser or purchasers, declare a contract of sale to be concluded and shall give notice thereof to the selling member and the purchaser or purchasers.

13 If the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale the shares offers for sale shall be divided among the proposing 8 purchasers in the proportions as nearly as possible in which they already hold shares in the company; provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The Selling Member and the members declared to be the purchasers of the shares shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price.

14. If within sixty days after the service of the notice of sale on the Secretary the Selling Member shall not receive notice that his offer to sell has been accepted on behalf of some member or members of the Company either in whole or in part, he may within one month from the date of servicing the notice of sale sell or dispose of the unsold shares referred to in such notice of sale to any other person.

15. A notice of sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of sixty (60) days from the date of service thereof on the Secretary.
16 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.

17. The Directors may, in their 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 Directors may also decline to register any transfer of shares on which the Company has a lien. 18 The Directors may also decline to recognize any instrument of transfer unless:

(a) Such fee to be determined by the Board is paid to the Company in respect thereof;

(b) The instrument of transfer is lodged with the Company at the registered office of the Company accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and

(c) The instrument of transfer is in respect of only one class of shares.

19. If the Directors refuse to register a transfer it shall, within two (2) months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal and return to the transferee the instrument of transfer.

20. The Company shall be entitled to charge a fee to be determined by the Directors 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.

INCREASE OF CAPITAL

21. The Company may, from time to time by special resolution, increase its capital by such sum to be divided into shares of such amounts, as the resolution shall prescribe.
22. The Company may, by the resolution increasing the capital, direct that the new shares or any of them shall be offered either at par or at a premium or at a discount or may make any other provisions as to the issue of the new shares.
23. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with these Articles, shall be issued as Ordinary Shares.

GENERAL MEETINGS

24. The Company shall, 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 (15) months shall elapse between the date of one annual general meeting of the Company and that of the next.
25. Provided that so long as the Company holds its first annual general meeting within eighteen (18) months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the directors shall appoint; all general meetings other than annual general meetings shall be called extraordinary general meetings,
26. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by Section 133 of the Act. If at any time there are not within the Tanzania sufficient directors capable of acting to form a quorum, any director or any two (2) members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the directors.

NOTICE OF GENERAL MEETINGS

27. Every general meeting shall be called by twenty-one (21) days notice in writing at least. The notice shall specify the place, the day and hour of meeting and, in case of any special business, the general nature of that business. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representation not less than ninety-five percent (95 %) of the total voting rights at that meeting of all the members 10

28. Subject to the provisions of these articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors, The accidental omission to give notice of a meeting to, or the non receipt to notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

29. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.

30. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two (2) persons, entitled to vote on the business to be transacted, each one being from a different a member company or a proxy for a member company or a duly authorized representative of a corporation, shall be a quorum.

31. If, within half an hour from the time appointed for the meeting, quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.

32. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen (15) minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one (1) of their members to be chairman of the meeting and, if there is only one (1) director and willing to act, he shall be chairman.

33. If at any meeting no director is willing to act as chairman or if no director is present within fifteen (15) minutes after the time appointed for holding the meeting, the members present shall choose one (1) of their members to be a chairman of the meeting.

34. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place, When a meeting is adjourned for fourteen (14) days or more, at least seven (7) clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted, Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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

(a) By the Chairman; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth (1/10) of the total voting rights of all the members having the right to A vote at the meeting. Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution. The demand for a poll may, before the poll is taken, be withdrawn.

36. Except as provided in article 18 below, if a poll is duly demand, it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demand.

37. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately.

38 A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded, may be preceded with pending the taking of the poll. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and consist of several instruments in the like form each executed by or on behalf of one or more member.

VOTE OF MEMBERS

39 Every member shall have one (1) vote, independent of the number of directors appointed.

40. A member in respect of whose estate a manager has been appointed under Section 26 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.

41. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Company have been paid.

42 On a poll votes may be given either personally or by proxy.

43. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, under the hand of an officer or an attorney duly authorized. A proxy need not be a member of the Company

44. The instrument appointing a proxy and the power of attorney or other authority, if any, signed or under the form of a notarized copy, shall be deposited at the registered office of the Company

or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

45. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-

..... Limited I/We of
being a member/members of the above named company, hereby appoint
..... of or failing him of
..... as my/our proxy to vote for me/us on my/or behalf at the
{annual or extraordinary, as the case maybe} general meeting of the company to be held on the
..... day of 201, and at any
adjournment thereof, Signed day of
..... 201....."

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

..... Limited I/We of
..... Being a member/members of the above named company,
hereby appoint of of or failing
him of as my/our
proxy to vote for me/us on my/or behalf at the {annual or extraordinary, as the case may
be} general meeting of the company to be held on the day of
..... 201....., and at any adjournment thereof.
Signed day of
..... 201....."

13

This form is to be used* In favor of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks. *Strike out whichever is not desire"

47. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

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

CORPORATIONS ACTING BY REPRESENTATION AT MEETINGS

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

DIRECTORS

50. The Number of the Directors and the names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association or a majority of them, the number of directors shall not be subject to any maximum but shall be not less than two (2).

51. The following persons shall be first Directors of the Company:-

1. KANTILAL KARSAN HALAI
2. VIJESH KARSAN HALAI

52. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.

BORROWING POWERS

53. The Director may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or any third party. To exercise all the powers described above, there must be a signature of 2 (two) directors, one from each Corporation member.

POWERS AND DUTIES OF DIRECTORS

54. Subject to the provisions of the Act, the Memorandum and the Articles of Association and to any Directors given by special resolution, the Directors, who may exercise all the powers of the Company, shall manage the business of the Company. No alteration of the Memorandum and the Articles of Association shall invalidate any prior act of the Directors, which would otherwise have been valid. The powers given by this Article shall not be limited by any special power given to the directors and a meeting of directors at which a quorum is present may exercise all powers exercisable by the Directors.

55. The Directors may by power of attorney appoint any person to be the attorney or agent of the Company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.

56. All cheques, promissory notes, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

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

- (a) Of all appointments of officers made by the Directors;
- (b) Of the names of the directors present at each meeting of the Directors and of any committees of the Directors;
- (c) Of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors

DISQUALIFICATION OF DIRECTORS

58 The office of Director shall be vacated if the directors:

- a) Without the consent of the Company in general meeting holds any other office of profit under the Company; or
- b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) Ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
- d) Becomes of unsound mind; or
- e) Resigns his office by notice in writing to the Company; or
- f) Is directly or indirectly Interested in any contract with the Company and falls to declare the nature of his interest in manner required by the Act.15 A Director shall not vote in respect of any contract in which he is interested or any matter arising thereat and if he does so vote shall not be counted.

59 The Company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional Director.

60 The Directors may appoint a person who is to act to be a Director either to fill a vacancy or as an number fixed by or in accordance with these Articles of Association. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.

61 The Company may by ordinary resolution of which special notice had been given in accordance with Section 144 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in the article or any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

62. The Company may by ordinary resolution point another person in place of a Director removed from office under the immediately preceding article. Without prejudice to the powers of the Directors under article 40 the Company in general meeting may appoint any person to be a Director either to fill a vacancy or as an additional Director.

63. Subject to the provisions of these Articles of Association, the Directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It is fundamentally necessary to give notice of a meeting of Directors to any Directors who are absent from Tanzania.

64. The quorum necessary may be fixed by the Directors and unless so fixed shall be (2) two, one from each Corporation member.

65. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles of Association, the remaining Directors shall call a general meeting of the Company to complete the number fixed by the Articles of Association. This general meeting shall not discuss other purpose.

66. The Directors may appoint one (1) of their members to be the chairman of the board of Directors and determine the period of which he will hold this office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of Directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five (5) minutes after the time appointed for holding the meeting, the Directors present may choose one (1) of their members to be chairman of the meeting.

67. The Directors may delegate any of their powers to any committee consisting of one (1) or more Directors. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may impose on it by the Directors.

68. All act done by a meeting of all the Directors or of a committee of directors or by a person acting as a Director or a member of such committee, notwithstanding that (i) it be afterwards discovered that there was some defect in the appointment of any such Director or (ii) that any of them were disqualified from their office or (iii) that an office has remained vacated, or (iv) any of the director was not entitled to vote, shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and was entitled to vote.

69. A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of the Directors, or by all the members of a committee of directors, shall be valid and effectual as a resolution passed at a meeting of the Directors or {as the case may be} at a committee of Directors duly convened and held. Such resolution may be contained in one or several documents in like form each signed by one (1) or more Directors.

SECRETARY

70 The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

71. A provisions of the Act or these Articles of Association requiring or authorizing a thing to be done by or to a Director and the secretary shall not be satisfied if it has been done by or to the same person acting both as Director and as, or in place of, the secretary.

THE SEAL

72 The seal shall only be used by the Directors or a committee of directors authorized by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, it shall be signed by a Director and by the secretary or by a second Director.

73 The Directors shall cause proper books of account to be kept with respect to:-

(a) All sums of money received and expended by the Company and the matters in respect to which the receipt and expenditure takes place;

(b) All sales and purchase of goods by the Company; and

(c) The assets and liabilities of the Company. Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and air view of the state of the Company's affairs and to explain its transactions.

74 The books of account shall be kept at the registered office of the Company, or subject to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be at the disposal of any of the Directors.

75 No member shall (as such) have right of inspecting any accounting records or other book or document of the Company except as conferred by law or authorized by the directors or by ordinary resolution of the Company.

76 The Directors shall from time to time in accordance with sections 153,155 and 150 of the Act, cause to be prepared and to be laid before the Company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

77. In accordance with section 164 of the Act, a copy of the Company's annual accounts to be laid before the Company in general meeting together with a copy of the Director's report and the auditors shall, not less than twenty-one (21) days before the day of the meeting, be sent to every member and to every holder of debentures of the Company. Provided that this regulation shall not require a copy of those documents to be sent to any person whose address the Company is not aware or to more than one of joint holders of any debentures.

DIVIDENDS

78. The *Company* in General Meeting may declare dividends to be paid to the Members according to their rights and interests in the profits, but no dividend shall be declared in excess of the amount recommended by the Directors.

79. 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 purposes 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 shares 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.

80. The Directors may from time to time pay to the Members such interim dividends as appears to the Directors to be justified by the position of the *Company*; the Directors 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 Directors, justifies that course.

81. The Directors 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 or otherwise.

82. No dividend shall bear interest against the *Company*.

83. 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 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

84. Any general meeting declaring a dividend may, upon the recommendation of the Directors, 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 Directors shall give effect to such direction, and where any difficulty arises in regards to such distribution the Directors 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.

RESERVES

85. The Directors may before recommending any dividend set aside out of the profits of the *Company* such sums as it thinks proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the *Company* may be properly applied and

pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company or its holding company, if any) as the Directors may from time to time think fit, The Directors may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

86. The Directors shall transfer to share premium account sums equal to the amount or value of any premiums at which shares of the Company may be issued, and the provisions of these articles relating to reserves shall be applicable to the sums at the time being standing to the credit of share premium account.

CAPITALISATION OF PROFITS

87. The Company in General Meeting may upon the recommendation of the Directors, 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 or the profit and loss account of otherwise available for distribution and not required for the payment of the fixed dividends on any preference share of the Company and accordingly that such sum be set free for distribution among the Members or any 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 obligations of the Company, to be allotted and distributed and 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 purposes 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.

88. Where any difficulty arises in regard to any distribution under the last preceding Article the Directors may settle the same as it thinks expedient and particular may issue fractional certificates or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Directors. The Directors may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract requisite for giving effect thereto and such appointment shall be effective and binding upon the Members,



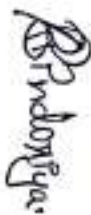
AUDIT

89. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act, Any notice to be given to or by any person pursuant to these Articles of Association shall be in writing, except the notice calling a meeting of directors which need not be in writing. The Company may give any notice to a member either personally or by sending it by post addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy two (72) hours after the letter was posted. A member whose registered address is not in Tanzania and who gives to the Company an address in Tanzania at which notices may be given

shall be entitled the receipt of that notice otherwise no such member Shall be entitled to receive any notice from the Company.

WINDING-UP

90. With the sanction of an extraordinary resolution of Members, any part of the assets of the Company, including any shares in or securities of other companies, shall 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 shares whereon there is any liability.

NAMES, POSTAL ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBERS OF SHARES	SIGNATURE
PIUS VIJESH HALAI MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	35,000	
MANJULABEN VIJESH HALAI, MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	35,000	
AMJNA BHAVESH PINDORIYA MIRJAPAR AT POST MAIN BAZAAR BHUJ KUTCH GUJARAT INDIA 370001	30,000	

Dated Dar es Salaam this Day 02nd of April, 2023

Witness of this above signatures:

NAME : MANJULABEN VIJESH HALAI

SIGN :



POSTAL :

787571 DAR ES SALAAM

QUALIFICATION :

ADVOCATE

