

RAWDHAR HAULAGES LIMITED

Company No. 140292443 ("Company")

**EXTRACT OF BOARD RESOLUTION
AT A DULY CONVENED AND CONSTITUTED EXTRA ORDINARY GENERAL MEETING OF
THE BOARD OF THE MEMBERS AT THEIR REGISTERED OFFICE**

Resolution Details

Agenda : Termination of a director

Date Issued: 02th Mar 2023 at 9:00AM

Present: Mrs Fahreen Naheed Bhanji – Chairman/Director

Mr Ramiz Allaudin Saiyad – Company Secretary

On being proposed and seconded by the members the following Ordinary Resolutions were passed unanimously:

Termination of a director:

RESOLVED FURTHER THAT, Mr Laxmilal Menaria shall be terminated with immediate effect as the Company Director.

The above Ordinary Resolution was put to vote and was carried unanimously.



Chairman

Name: **Mrs Fahreen Naheed Bhanji**

Date: **02.03.2022**



Company Secretary

Name: **Mr Ramiz Allaudin Saiyad**

Date: **02.03.2022**



RAWDHAR HAULAGES LIMITED

Company No. 140292443 ("Company")

**EXTRACT OF BOARD RESOLUTION
AT A DULY CONVENED AND CONSTITUTED EXTRA ORDINARY GENERAL MEETING
OF THE MEMBERS AT THEIR REGISTERED OFFICE**

Resolution Details

Agenda: Transfer of Shares

Date Issued: 02nd March 2023 at
9:00AM

Present: Mrs Fahreen Naheed Bhanji – Chairman

Mr Ramiz Allauddin Saiyad- Company Secretary

Mr Laxmilal Menaria–

On being proposed and seconded by the members the following Ordinary Resolutions were passed unanimously:

Transfer of Shares:

RESOLVED THAT, Mr Laxmilal Menaria to transfer 24 Ordinary Shares to Mr Ramiz Allauddin Saiyad thus Mr Laxmilal Menaria as the current shareholder of the company shall remain with no shares.


RESOLVED FURTHER THAT the company secretary informs and files all necessary documents with the Registrar of Companies, Business Registration and Licensing Agency (BRELA).

The above Ordinary Resolution was put to vote and was carried unanimously.


Chairman

Name: Mrs Fahreen Naheed Bhanji

Date: 02.03.2023


Company Secretary

Name: Mr Ramiz Allauddin Saiyad

Date: 02.03.2023



Dated this 02 day of March, 2023

BETWEEN

LAXMILAL MENARIA

AND

RAMIZ ALLAUDDIN SAIYAD

SHARE SALE AGREEMENT

THIS SHARE SALE AGREEMENT is made thisday of,2023

BETWEEN

LAXMILAL MENARIA, being a natural person, whose address is 312403, Sarthala Post Village, Bhatol Tesil, Barisadri, Chittorgarh Rajasthan, India ('Transferor'),

AND

RAMIZ ALLAUDDIN SAIYAD, being a natural person, whose address is 396001, Mota, Taiwad, Gujarat, India ('Second Transferee'),

Each "**Party**", and together the "**Parties**" which expression shall where the context so admits include its successors-in-title and assigns.

WHEREAS

- A. The Transferor is a legal and beneficial owner **24 ordinary shares** (the "**Shares**") representing a total of **24%** of the issued share capital of the "**Company**".
- B. The Transferor has agreed to transfer the Shares to the Transferee, subject to the terms and conditions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions shall have the meanings indicated, except where the context otherwise requires:

" Agreement "	this share sale agreement including its recitals, and any documents in the agreed form;
" Business "	the business of the Company at the date of this Agreement;
" Business Day "	a day (other than a Saturday, Sunday or public holiday) when banks in the United Republic of Tanzania are open for business;
" Completion "	completion of the transfer of the Shares in accordance with this Agreement;
" Completion Date "	the date of this Agreement;
" Tax or Taxation "	all forms of taxation and statutory, governmental charges, duties, imposts, contributions, levies, withholdings or liabilities chargeable in Tanzania (including but not limited to corporate tax, PAYE, withholding tax, NSSF contributions etc) and any penalty, fine, surcharge, interest, charges or costs

relating thereto;

"Share Transfer Form" a document in the agreed form prepared in accordance with the laws of Tanzania for the transfer of the respective Shares from the Transferor to the Transferee;

"Warranties" means the representations and warranties provided by the Parties in clause 5.

- 1.2 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.3 A person includes a corporate or unincorporated body.
- 1.4 Words in the singular include the plural and, in the plural, include the singular.
- 1.5 A reference to one gender includes a reference to the other gender.
- 1.6 Documents in agreed form are documents in the form agreed by the Parties or on their behalf and initialled by them or on their behalf for identification.
- 1.7 References to clauses and schedules are to the clauses and schedule of this Agreement.
- 1.8 References to this Agreement include this Agreement as amended or varied in accordance with its terms.

2. Transfer of Shares

- 2.1 In consideration of **Tanzania Shilling Two Million and Four Hundred Thousand Only [TZS 2,400,000]** and the mutual premises herein contained, the Transferor hereby agrees to transfer to the Transferees, all its 24 ordinary Shares and its interest in the Company pertaining to the Shares, to hold the same unto the Transferee absolutely. After this transaction the transferor shall remain with no shares in the company.

3. Completion

- 3.1 Completion shall take place immediately following the signing of this Agreement.
- 3.2 At Completion, the Transferor shall deliver or cause to be delivered to the Transferee a Share Transfer Form duly stamped by the Transferor along with this Agreement and resignation form as a director in a company.

4. Warranties

- 4.1 Each of the Parties hereby warrants to each of the other Parties that each of the following Warranties is true and accurate at the date of Completion:
 - 4.1.1 that it has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement;
 - 4.1.2 that this Agreement constitutes its valid and binding agreement, enforceable against it in accordance with the terms of the Agreement; and
 - 4.1.3 that it has not entered into any arrangement, agreement, contract or commitment in the name of, or on behalf of, or with the purported authority of, any other Party

8. Whole Agreement

- 8.1 This Agreement, and any documents in agreed form, constitute the whole Agreement between the Parties and supersede any arrangements, understanding or previous agreement between them relating to the subject matter they cover.
- 8.2 The Parties have not entered into this agreement in reliance upon any representation, warranty or promise not expressly included in this Agreement or other document referred to in it and no such representation or warranty or any other term is to be implied in them whether by virtue of any usage or course of dealing or otherwise except as expressly set out in them.
- 8.3 This clause shall not exclude the liability of a Party for fraud or fraudulent misrepresentation or concealment or any resulting right to rescind this Agreement or any document entered into pursuant to this Agreement.

9. Variation and Waiver

- 9.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the Parties.
- 9.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.

10. Costs

Unless otherwise provided, all costs in connection with the negotiation, preparation, execution and performance of this Agreement, and any documents referred to in it, shall be borne by the Party that incurred the costs.

11. Taxation

- 11.1 The Transferor agrees to indemnify the Transferee and shall keep the Transferee indemnified against any and all losses, damages, liabilities, fines, penalties, charges and any other costs and expenses on a full indemnity basis arising directly or indirectly in respect of any claims brought against the Transferee and/or the Company arising as a result of, in respect of or relating to any Tax liability or any other claims or liability whatsoever incurred by the Company prior to Completion.
- 11.2 All relevant taxes under this Agreement shall be paid for by the Transferor.

12. Confidentiality and Non-disclosure

- 12.1 Except as provided in this Agreement, and excluding any information which is in the public domain (other than through the wrongful disclosure of any party), or which any party is required to disclose by law or by the rules of any regulatory body to which the Company is subject, each party agrees to keep secret and confidential and not to use, disclose or divulge to any third party (other than a party's professional advisers) any;

- a) Confidential information relating to the Company (including intellectual property, customer lists, reports, notes, and all other documentary records pertaining to the Company or its business affairs, finances, suppliers, customers or contractual or other arrangements; or
- b) Information relating to the negotiation, provisions or subject matter of this Agreement (or any document referred to in it); or

13. Notice

13.1 A notice given under this Agreement:

13.1.1 shall be in writing;

13.1.2 shall be sent for the attention of the person, and to the address, specified in this clause 13 (or such other address or person as each Party may notify to the others in accordance with the provisions of this clause 13); and

13.1.3 shall be:

13.1.3.1 delivered personally and/or registered post;

13.2 The addresses for service of notice are:

13.2.1 **THE TRANSFEROR**----- LAXMILAL MENARIA

Address: 312403, Sarthala Post Village, Bhatol Tesil, Chittorgarh Rajasthan, India

13.2.2 **THE TRANSFEREE** ---- RAMIZ ALLAUDDIN SAIYAD

Address: P.O.BOX 113263, Dar es salaam, Tanzania

13.3 A notice is deemed to have been received:

13.3.1 if delivered personally and/or via registered post, at the time of delivery;

14. Severance

14.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

15. Agreement Survives Completion

This Agreement (other than obligations that have already been fully performed) remains in full force after Completion.

16. Governing Law and Jurisdiction

- 16.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of the United Republic of Tanzania.
- 16.2 The Parties irrevocably agree that the courts of the United Republic of Tanzania have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

IN WITNESS WHEREOF the Parties hereto have set their hands and names the date and year first above written.

TRANSFEROR

SIGNED and **DELIVERED** by the said **LAXMILAL MENARIA** who is known to me personally / identified to me personally by
the latter being known to me personally and delivered in my presence on this 02nd day of MARCH, 2023



.....
LAXMILAL MENARIA

BEFORE ME:

Signature: J
Name: JESSIE VICTORIA MGOJIA
Postal Address: P.O. BOX 34592, DSM
Qualification: **COMMISSIONER FOR OATHS / NOTARY PUBLIC**

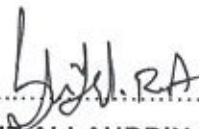


TRANSFEEE

SIGNED and **DELIVERED** by the said
RAMIZ ALLAUDDIN SAIYAD who

is known to me personally / identified to
me personally by

The latter being known to me personally
and delivered in my presence on
this 02nd day of MARCH, 2023


.....
RAMIZ ALLAUDDIN SAIYAD

BEFORE ME:

Signature: 

Name: JESSIE VICTORIA MAGONJA

Postal Address: P.O. BOX 34592, ASM

Qualification: **COMMISSIONER FOR OATHS / NOTARY PUBLIC**



THE UNITED REPUBLIC OF TANZANIA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Terminating appointment as a director or secretary
(Not for appointment (Use Form 210a) or change of particulars (Use Form 210c))
Pursuant to Section 210 of the Companies Act, 2002

Company Number

Company Name (in full)

Date of termination of appointment

as director


as secretary


Name: (First Name(s))

(Surname)

Date of Birth

A serving director / secretary etc. must sign the form below

Signed 

Date 

(A serving director / secretary / administrator / administrative receiver / receiver)

FOR OFFICIAL USE ONLY.


UNITED REPUBLIC OF TANZANIA

THE COMPANIES ACT, CAP.212
(R.E:2002)
TRANSFER OF SHARES
(UNDER SECTION 74)

NO. OF SHARES 24
RAWDHAR HAULAGES
LIMITED

I, **LAXMILAL MENARIA** of P.O. Box 75886, Dar es salaam as the subscriber to **24** number of shares in **RAWDHAR HAULAGES LIMITED**, in consideration of the sum of Tanzania shillings Two Million and four hundred thousand only (Tshs.2, 400,000/=) **HEREBY TRANSFER** to **RAMIZ ALLAUDDIN SAIYAD** of 396001, Mota, Taiwad, Gujarat, India each the **24%** of my shares owned in the above-mentioned company equal to **24** shares.

SIGNED and DELIVERED by said **LAXMILAL MENARIA** who is known to me personally/
introduced to me by
the latter being known to me personally,
this ..02... day of ...**MARCH**.....2023



.....
LAXMILAL MENARIA

IN WITNESS:-

SIGNATURE:

POSTAL ADDRESS:

QUALIFICATION:


.....
DAR ES SALAAM
.....
OPERATION



SIGNED and DELIVERED by the said **RAMIZ ALLAUDDIN SAIYAD**, who is known to me personally/introduced to me by
the latter being known to me personally,
this ..02... day of **MARCH**.....2023



.....
RAMIZ ALLAUDDIN SAIYAD

IN WITNESS:-

SIGNATURE:

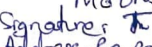
POSTAL ADDRESS:

QUALIFICATION:


.....
DAR ES SALAAM
.....
OPERATION



STAMP DUTY
172,096/= Collected
998911133295
Date: 24/4/2023
Registral Manager - Main Tax Region

BEFORE ME:
Name: **JESSIE VICTORIA MBOONYA**
Signature: 
Address: P.O. Box 34592, USM
Qualification: **COMMISSIONER FOR OATHS**



United Republic of Tanzania
Business Registrations and Licensing Agency



Application for Change of Company Particulars
Companies Act (Cap 212)

APPLICATION

Tracking number G220421-2183
Application date 21/04/2022 13:01:02

APPLICANT

Passport number N2994939
Name RAMIZ ALLAUDDIN SAIYAD
Gender Male
Date of birth 11/01/1990
Nationality Indian
E-mail Address saiyadramiz11@gmail.com
Mobile Phone Number 255623696105
Can this person update data in ORS? Yes
This person is empowered to assign persons who can update data in ORS No

CHANGES MADE

Directors / Company secretary, Authorised share capital, Shareholder(s)

INFORMATION ABOUT COMPANY

TIN 140292443
Incorporation number 140292443
Company name RAWDHAR HAULAGES LIMITED
Company type Private company Limited by shares
Incorporation date 01/11/2019 11:09:15
Accounting date 31/12

REGISTERED OFFICE

Registered office Region Dar Es Salaam, District Ilala, Ward Tabata, Postal code 12103, Street Tabata Relini, Road Tabata Relini, Plot number 1, Block number A, House number 15
P.O. BOX 75886
E-mail saiyadramiz11@gmail.com
Mobile Phone Number 255623696105

BUSINESS ACTIVITY

Name of activity 4923 - Freight transport by road , Main activity
Name of activity 4530 - Sale of motor vehicle parts and accessories
Name of activity 4540 - Sale, maintenance and repair of motorcycles and related parts and accessories
Name of activity 5210 - Warehousing and storage
Name of activity 5221 - Service activities incidental to land transportation
Name of activity 5224 - Cargo handling

DIRECTORS

DIRECTOR 1

Can this person update data in ORS? No

National ID 19880307111050000116
TIN 139894561
Name FAHREEN NAHEED BHANJI
Gender Female
Date of birth 07/03/1988
Nationality Tanzanian
E-mail Address fah.bhanji0711@gmail.com
Mobile Phone Number 0788390048
Residential address Tanzania, Region Dar Es Salaam, District Ilala, Ward Buguruni, Postal code 12102, Street Karume, Road karume, Plot number 160, Block number F, House number 10

DIRECTOR 2

Can this person update data in ORS? Yes
Passport number N2994939
Name RAMIZ ALLAUDDIN SAIYAD
Gender Male
Date of birth 11/01/1990
Nationality Indian
E-mail Address saiyardramiz11@gmail.com
Mobile Phone Number 255623696105
Residential address India, GUJARAT, MOTA, TAIWAD, MADRESA CHAWL VALSAD, 396001,

COMPANY SECRETARY

Can this person update data in ORS? Yes
Passport number N2994939
Name RAMIZ ALLAUDDIN SAIYAD
Gender Male
Date of birth 11/01/1990
Nationality Indian
E-mail Address saiyardramiz11@gmail.com
Mobile Phone Number 255623696105
Residential address India, GUJARAT, MOTA, TAIWAD, MADRESA CHAWL VALSAD, 396001,

AUTHORISED SHARE CAPITAL

Class of shares	Number of shares issued	Value	Aggregate nominal value	Currency
Ordinary	100	100000	10000000	TZS
Total:			10000000	TZS

SHAREHOLDERS

SHAREHOLDER 1

National ID 19880307111050000116
Name FAHREEN NAHEED BHANJI
Gender Female
Date of birth 07/03/1988
Nationality Tanzanian
E-mail Address fah.bhanji0711@gmail.com
Mobile Phone Number 0788390048
Residential address Tanzania, Region Dar Es Salaam, District Ilala, Ward Buguruni, Postal code 12102, Street Karume, Road Karume, Plot number 160, Block number F, House number 10

Ordinary 51

SHAREHOLDER 2


Passport number N2994939
Name RAMIZ ALLAUDDIN SAIYAD
Gender Male
Date of birth 11/01/1990
Nationality Indian
E-mail Address saiyardramiz11@gmail.com
Mobile Phone Number 255623696105
Residential address India, GUJARAT, MOTA, TAIWAD, MADRESA CHAWL VALSAD, 396001,

Ordinary 25


PERSONS WHO CAN UPDATE DATA IN ORS

This person is empowered to assign persons who can update data in ORS Yes


RAWDHAR HAULAGES LIMITED, Director FAHREEN NAHEED BHANJI

 21/05/2022
Signature and date

RAWDHAR HAULAGES LIMITED, Director RAMIZ ALLAUDDIN SAIYAD

 21/05/2022
Signature and date

RAWDHAR HAULAGES LIMITED, Company secretary RAMIZ ALLAUDDIN SAIYAD

 21/05/2022
Signature and date