

THE COMPANIES ACT

(ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

PLUG & RIDE COMPANY LIMITED

INCORPORATED ON ____ DAY OF _____ 2024

Drafted/Prepared by:

OTIENO OLUNG'A IGOGO (Subscriber)

P.O.BOX 2259,

DAR ES SALAAM.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF
PLUG & RIDE COMPANY LIMITED

1. **NAME**

The name of the company is **PLUG & RIDE COMPANY LIMITED**

2. **REGISTERED OFFICE**

The registered office of the Company will be situated in the United Republic of Tanzania.

3. **OBJECTIVES**

The objects for which the Company is established are: -

- a) To assemble CKD electric driven tri-cycles, two wheel electrical driven motor cycles and bikes designed and manufactured in India by the majority shareholders.
- b) To market, Distribute and sale complete e-energy mobilities.
- c) To import and export the different commodities such as agriculture equipment, auto parts, pharmaceuticals equipment, mines & minerals and others.
- d) To provide consulting services related to trade and investment between countries.

4. **LIABILITY**



The Liability of the members is limited.

5. **CAPITAL**

The Share Capital of the Company is Tanzania Shillings One Billion two hundred seventy five million (**Tshs 1,275,000,000**) only, divided into 127,500 ordinary shares each of Tanzania Shillings ten thousands (**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: -

S/N	NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBER	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF EACH SUBSCRIBER
1.	MANGAL ECO INTERNATIONAL PVT LTD, JAIN HARDWARE, UPPER TUNWALA DEHRADUN CITY- 248001 INDIA NAME: PRADEEP SINGH CHAUHAN DESIGNATION: DIRECTOR	76,500	
2.	UTEGI TECHNICAL ENTERPRISES (INTL) LIMITED P.O.BOX 2259, DAR ES SALAAM TANZANIA NAME: OTIENO OLUNG'A IGOGO DESIGNATION: DIRECTOR	51,000	

DATED AT DAR ES SALAAM THIS 14th DAY OF June, 2024

SIGNED BEFORE ME:

SIGNATURE:

NAME:

ELIAS D. LUGOMELA

35790, DAR ES SALAAM

NOTARY PUBLIC



COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF
PLUG & RIDE COMPANY 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.

“Register” means the Register of the Members of the Company.

“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.
- (a) The Share Capital of the Company is Tanzania Shillings One Billion two hundred seventy five million **(Tshs 1,275,000,000)** only, divided into 127,500 ordinary shares each of Tanzania Shillings ten thousands **(Tshs. 10,000)** only.
 - (b) 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..

TRANSFER OF SHARES

5. (a) Shareholders shall not transfer their stock equity to those who are not primary stockholders before they successfully win more than 50% support from the board. Meanwhile, shareholders are supposed to inform the rest shareholders of relevant transfer in writing which should be regarded as approval if no responses from the other shareholders in 30 days from the date when they receive written informs. The rest shareholders should purchase the stock rights designed to transfer if others disagree with transfer, otherwise they are redeemed to agree with it. The rest shareholders have priority to purchase the stock equity approved for transfer

under equal conditions. If more than two shareholders have ambitions for purchasing right, they may negotiate the percentage of purchase. In case of no consensus on proportion of transfer they can exercise their privileges based on the ratio of their subscribed contributions.

6. 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.

(b) Shares shall be transferred in the following form or in any usual or common form which the Directors shall approve.

"I, _____ of _____ in consideration of the sum of Shs. _____ 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 _____ 20____.

ALTERATION OF CAPITAL

7. The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
8. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
9. The Company may, by ordinary resolution, consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

10. The Company may, by special resolution reduce its share capital in any manner and with land subject to, any incident authorized, and consent required, by law.

GENERAL MEETINGS

11. A General Meeting shall be held once in every calendar year (not being more 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.
12. All General Meetings other than the Annual General Meeting shall be called Extra-Ordinary General Meetings.
13. 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 requisitions as provided by Section 134 of the Act.

NOTICE OF GENERAL MEETINGS

14. 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.
15. 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.

16. 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

17. 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.
18. 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.
19. 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.
20. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
21. 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.
22. 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.

VOTE OF MEMBERS

23. The Shareholders shall vote for each share of which he is the holder.
24. On a poll votes may be given either personally or by proxy.
25. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the company.
26. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument purposes to vote, and in default, the instrument of proxy shall not be treated as valid.
27. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and generally to act at the meeting for the person giving the power.

BOARD OF DIRECTORS

28. (1) The number of directors and the names of the first directors shall be determined in writing by the subscribers of the memorandum of association or majority of them and until such determination the signatories to the memorandum of Association shall be the first directors.
 - (a) Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be less than two or more than seven.

(b) The first Directors of the Company shall be: -

1. PRADEEP SINGH CHAUHAN

2. OTIENO OLUNG'A IGOGO

(2) (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.

(3) (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

29. 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.

30. 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.

31. 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 presents 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

32. 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.

THE SEAL

33. 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

34. The shareholders' meeting shall have the right to pass a resolution to terminate and liquidate the Company. Shareholders holding at least one-third of all shareholder voting rights may submit for consideration at the shareholders' meeting a resolution to dissolve the Company.

35. 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

36. 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 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 him in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court; and no Director or other Officer 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 his office or in relation thereto.

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 Articles 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