

THE COMPANIES ACT, NO. 15 OF 2013

COMPANY LIMITED BY SHARES

THE AMENDED MEMORANDUM

AND

ARTICLE OF ASSOCIATION

OF

OSAJU COMPANY LIMITED

(A PRIVATE COMPANY)

Incorporated thisday ofyear 2020.



THE COMPANIES ACT NO 15 OF 2013

COMPANY LIMITED BY SHARES

THE AMENDED MEMORANDUM OF ASSOCIATION

OF

OSAJU COMPANY LIMITED

(A PRIVATE COMPANY) .

1. The name of Company is **OSAJU COMPANY LIMITED**.
2. The registered office of the Company shall be situated in Zanzibar
3. The objects for which the Company is established are; -
 - a. To carry on the business as promoters, developers, engineers, contractors and builders of and to purchase, sell, resell, give or take on lease or rent, lay out, develop, construct, build, erect, demolish, alter, repair ,remodel commercial, industrial premises and residential houses of every type, housing societies, flat schemes, apartments, commercial buildings, offices, factories, warehouses, shops, godowns, farm houses, markets, schools, hotels, motels, theatres, hospitals, recreation centers, and to undertake all types of contracts entailing Build Operate Transfer (BOT) or Build Operate Lease Transfer (BOLT) of roadways, national highways, bridges, flyovers, sewers, canals, docks, wells, springs, dams, racecourses, watercourses, reclamation, water parks, irrigation schemes, entertainment complex, industrial complexes, harbors, power plants, reservoirs, embankments and/or of construction, structural or architectural work of any kind whatsoever in Tanzania or abroad and for that purpose to acquire, purchase

ORIGINAL STAMPED

With Shts.....
Compared
Having Compared this copy with the
Original, I Certify that it is a true copy
.....
Registrar of Companies



- assets, liabilities, shares of any company, firm, corporation engaged in similar business and to develop land, buildings and other properties.
- b. To carry on the business of transporter, running tax cabs, hire, omnibus, motor, cars and other public or private conveyance and garage proprietors, cars, carriage, cabs and other vehicle dealers manufactures and repairs, dealers in motor association , of all common carries tours and safari operators, to carry on the business of mechanical general and electric engineers , mechanics , fitters , millwrights, founders weir, drawers tube maker metallurgists etc
- c. To carry on the business of importers of motor vehicle spare parts, electrical goods of various kinds , machinery, computers, calculators, metal and products ,software, here, hardware, deep freezers, cookers, air-conditioner, sewing machines, clothing, shoes, perfumes, textiles, cosmetics and to carry on the business of future mart, buying and selling all types of timber, fiber boards, hard boards, chip boards, black boards, plywood and all other types of wood
- d. To carry on the business of clearing and forwarding agents , warehouse men, and stores of goods, ware and merchandise of various kind and description whatsoever and safe depository and go down proprietors , customs , agents , insurance agents, commission agents, etc
- e. To carry on the business of import and exports, sales, domestic appliances, agriculture and farm implement
- f. To deal in the imports and export, sales of all types of building materials, industrial materials and customer sundries, footwear, electrical equipment, motor vehicle spare and any other general merchandise.



- g. To develop and turn to account any land acquired by or in which the Company is interested and in particular by laying out and preparing the same for building purposes, constructing , altering , pulling down , decorating , maintaining, furnishing , fitting up and improving building and painting , paving, draining , farming, cultivating, letting on.
- h. To invest and deal with moneys of the Company not immediately required upon securities and in such manner as may time to time be determined;
- i. To enter in to arrangements with any Government or authorities (supreme municipal , local or otherwise) or any corporations , companies or person having objects that may seem conducive to the Companies objects or any them, and to obtain from any such Government , Authority , Corporation , Company or person , and charters, contract , decrees , rights privileges and concessions which the Company may think desirable , and to carry out , exercise and comply with such charters , contracts, decrees, rights, privileges and concessions;
- j. To carry on the business or business as deep sea fishers, fish curers, fish salesman , wholesale and retail merchants dealing in all kinds or produce , fish livestock , poultry and cold storage keepers;
- k. To purchase , hire and / or take on lease steamships, ships, aircraft's , schooners, dhows, boats, for shipping cargo and carrying passengers to different parts of the world and back to Zanzibar
- l. To hire or take on lease slaughter houses , cold storage premises, warehouses, sheds and other buildings useful for the business of the Company;



- m. To carry on all or any of the businesses of dairyman , cheese, butter, sausage manufacturers poultry and livestock breeders , butchers, bakers, confectioners and refreshment contractors;
- n. To carry or businesses whether together or separately of proprietors and operators, promotes, organizers and managers of all kinds of entertainments' and leisure facilities, recreation and amusements , whether indoor or outdoor
- o. To purchase , lease, hire, construct , provide, operate, equip and maintain land buildings theatres , cinemas , studies , concert halls, stadium , tennis courts, fairground apparatus , vehicles, boats , canoes, chairs, machines and all other articles which may be necessary and convenient for carrying out the Company business or businesses ;
- p. To carry on in Tanzania or any part of the world, all of the business of manufacturing, selling, buying or exchange, exporting, importing and generally dealing (wholesale or retail)in Makonde wood carving, handicrafts curios , ivory carvings, local leather handbags, brief cases , wallets and other by- products , jeweler, plated goods, toys and gunny bags;
- q. To establish agencies and local boards in the United Republic of Tanzania and elsewhere, and to regulate and discontinue the same;
- r. To provide for the welfare of persons in the employment of the Company, or formally in the employment of the Company or its predecessors in business, and the wives , widows and families of such persons by grants or money , pensions or otherwise and benevolent , religious, scientific, national or other institutions or objects, which shall have any moral or



other claims to support or aid the Company by reasons of the nature or the locality of its operations or otherwise;

- s. From time to time or subscribe or contribute to any charitable benevolent, or useful object of a public character the support of which will, in the opinion the Company , lend to increase its repute or popularity among its employees, its customers, or the public;
- t. Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them;
- u. To purchase , sell and deal in coconuts, coconut plantations, to buy, sell, hire, manufacture, trade and deal in coconuts, coconut products and by-products and articles of all and every description ;
- v. It is hereby declared that;
 - i. The word "Company" in this clause, except where used in reference to this Company , shall be deemed to include any partnership or other body or persons, whether incorporated or not and whether or not domiciled in Zanzibar; and
 - ii. All the objects specified on the foregoing paragraph shall, unless otherwise provided, be regarded and construed as independent objects and shall be in no way limited or restricted by reference to or inference from the terms of 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 Tanzania Shillings Ten Million (Shs.10, 000,000/-) divided in to 100 shares of Shs. 100,000/- each with power to increase or reduce such




increased, with or subject to any preferential, special or qualified rights or conditions as regard dividends repayments of capital, voting or otherwise.

We, the several persons, whose names and addresses are subscribed, are desirous of being formed in to 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

NAME, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURE OF SUBSCRIBER
1. USSI SALUM PONDEZA P.O.BOX 1743 ZANZAIBAR	90	
2. FARIDA SAID ULEDI P.O.BOX 1743 ZANZAIBAR	10	

Dated Zanzibar this 18 day of 4 year 2020

WITNESS TO THE ABOVE SIGNATURES

SIGNATURE 

NAME YUSSUF MOHAMMED ALI

QUALIFICATION : ADVOCATE

POSTAL ADDRESS : 219

DATE : 18/04/2020



THE COMPANIES ACT NO. 15 OF 2013

COMPANY LIMITED BY SHARES

THE AMENDE ARTICLES OF ASSOCIATION

OF

OSAJU COMPANY LIMITED

(APRIVATE COMPANY)

ORIGINAL STAMPEL
With Shs.
Compared
Having Compared this copy with the
Original, I Certify that is a true copy
.....
Director of Companies

PRELIMINARY

1. The company is a private company and accordingly: -
 - a. The right to transfer shares is restricted in manner hereinafter provided.
 - b. The number of members of the Company (not including persons who are in the employment of the company and persons who , having been formerly in the employment of the company , were while in that employment and have continued after the determination of that employment to be members of the company) is limited to fifty **PROVIDED THAT** where two or more persons hold one or more shares in the company jointly, they shall hold one or more shares in the company jointly , they shall hold one or more shares in the company jointly , they shall for the purpose of this article be treated as a single member.
 - c. Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.
2. Table A in the first schedule to the companies Act, No.15 of 2013 shall apply save as it is in conflicts with the articles herein.
3. In these Articles, unless the context otherwise requires, expressions defined in the Companies Decree, or any statutory



modification thereof in force at the date at which these articles become binding on the Company shall have the meaning so defined: and words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include females and words importing persons shall include bodies corporate.

SHARES .

4. 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 regards to dividend , voting , return of share capital or otherwise, as the company may from time to time by special resolution determine ,and any preference share may ,with the sanction of special resolution, be issued on the terms that it is ,or at the option of the company is liable , to be redeemed. If at any time the share capital is divided in to different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of shares of the class) may be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these articles relating to general meeting shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one- third of the issued shares of the class. The share capital of the Company is Tanzania Shillings Ten Million.

Every person whose name is registered as a member in the register of members shall, without payment be entitled to a certificate under the common seal of the Company specifying



the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate , and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

5. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings and on such terms, if any as to evidence and indemnity as the Directors think fit.

CALLS IN SHARES

6. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares , and each member shall (Subject to receiving at least fourteen day' s notice specifying the time or times of payment) pay to the Company at the time or times to specified the amount called on this shares . A call shall be deemed to have been made at time when the resolution of the Directors authorizing the call was passed, the subscribers shall, without delay pay the initial share capital after the resolution of the Directors to that effect has been passed.
7. The joint holders of a share shall be jointly and severally liable to pay all call-in respect thereof.
8. 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 at the rate of 8 per cent per annum from the day appointed for the payment thereof to the time of the actual payment , but the Directors shall on good reason be at liberty to waive payment of that interest wholly or in part.



9. The provision of these articles as to payment of interest shall apply in the case of nonpayment of any sum which, by the term of issue of a share, become payable at a fixed time , whether on account of the amount of the share , or by way of premium as if the same had become payable by virtue of a call duly made and notified
10. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
11. 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 such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of the Company in General Meeting 8 per cent) as may agreed upon between the member paying the sum in advance and the Directors.

TRANSFER AND TRANSMISSION

12. Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form signed both by 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.
13. The Directors may refuse to register any transfer of shares (without assigning a reason therefore) to any person not being already a member of the Company and may also decline to register any transfer of share on which the Company has a lien. The Director may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary General Meeting in each year. The Directors may decline to recognize any instrument of transfer unless; -



- a. A fee not exceeding five hundred shillings is paid to the Company in respect thereof and
 - b. The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably required to show the right of the transferor to make the transfer.
14. The personal representatives of deceased sole holder shall be the only persons recognized by the Company as having any title to the share , In the case of a share registered in the names of two or more holders, the survivor, shall be the only person s recognized by the Company as having any title to the share.
15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be registered by the Directors, have the right , either, to be registered as a member in respect of the share , or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall, in either case have the same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
16. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to a meeting of the Company



17. Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
18. Every member of other person referred to in Article 20 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the Board of his intention. That notice shall constitute the Board his agent for the sale of the said shares, on one or more lots at the discretion of the Board , to members of the company at a price which shall be certificate by chartered Accountants, as being in the opinion of that firm the fair selling value thereof as between a willing vendor and a willing purchases **PROVIDED THAT** in establishing the said value, the said firm shall have regard on the one hand, to the results of the last approved balance sheet and accounts and, on the other hand, to the economic prospects which may reasonably be predicted.
19. Upon the price being fixed as aforesaid the vendor may at his option withdraw the offer to sell the shares but if he elects to proceed the Board shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold and invite each f them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any , and if so what maximum number of the said share.
20. At the expiration of the said thirty days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be prorated according to the number or shares already held by them respectively , provided that no member shall be obligated to take more than the said maximum number of shares so notified by him as aforesaid. Upon such



allocation being made the vender shall be bound on payment of the said price to transfer the shares to purchaser or purchasers and if he makes default in so doing the board may receive and give good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him .

FORFEITURE OF SHARES.

21. If a member fails to pay any call or instrument of a call, on the day appointed for payment thereof, the Directors may at any time thereafter during such time as may part of such call or installments remains unpaid , serve a notice on him requiring payment of so much of the call or installment as is unpaid , together with any interest which may have cured.
22. If the notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made , and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited .
23. If the requirements of such notice as not complied with, any shares in respect of which the notice has been given may time thereafter, before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect.
24. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition of the



forfeiture may be canceled on such terms as the Directors think fit.

25. A person whose share have been forfeited shall cease to be a member in respect of the forfeited shares , but shall, notwithstanding, remain liable to pay to the Company all moneys which , at the date of forfeiture , were presently payable by him to the Company in respect of the shares, but his liability shall ceases if and when the Company receives payment in full of the nominal amount of the shares
26. A statutory declaration in writing that the declarant is Director of the Company and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitle to the share, and against all persons claiming to be entitled to the share, and that declaration, and the receipt of the Company for the consideration, if any given for the share on the sales or disposition thereof , shall constitute a good title to the share, and the person to which the share is so sold or disposed of shall be registered as the holder of the share, and shall not be bound to see to the application of the purchase money , if any, nor shall his title to share be affected by any irregularity or invalidity in the proceedings in referred to the forfeiture, sale or disposal of the share

CONVERSION OF SHARES IN TO STOCK

27. The Company may by ordinary resolution convert any paid-up shares in to stock, and reconvert any stock in to paid-up share of any denomination
28. The holders of stock, may transfer the same, or any part thereof , in the same manner, and subject to the same



- regulations as and subject to which , the shares from which the stock arose might previously to conversion have been transferred , or as near thereto as circumstance admit, but the Directors may from time to time fix the minimum account of stock transferable, AND restrict or forbid the transfer of fractions of the minimum but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
29. The holders of stock shall, according to the amount of the stock held by them, have the right , privileges and advantages as regards dividends, opting at meetings, of the company and other matter as if they held the share from which the stock arose, but no such privilege or advantage (except participated in dividends and profits of the Company) shall be concerned by any such aliquot part of stock as would not, if existing in share, have conferred that privilege.
30. Such of the regulations of the Company are as applicable to paid-up shares shall apply to stock and the words "stock" and "stockholder"

ALTERATION OF CAPITAL

31. The directors may, with the sanction of an extraordinary resolution of the Company increase the share capital by such a sum to be divided in to shares of such amount, as the resolution shall prescribe.
32. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meeting in proportion, as nearly as the circumstances admit, to the



amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, to be declined, and, after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ration which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this article.

33. Any new shares shall be subject to the same provisions with reference to the payment of call, lien, transfer, forfeiture, expropriation, and otherwise as shares in the original share capital.

GENERAL MEETING

34. A General shall be held once in every year at such time (not being more than fifteen months after the holding of the last preceding general meeting) 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.
35. The above-mentioned general meeting shall be called ordinary meeting: all other general meetings shall be called extraordinary.
36. The Directors may, whenever they think fit, at least convene an extraordinary general meeting, and extraordinary general meetings shall be also be convened on such requisition, or



in default, may be convened by such requisitionists, as provided by the Companies Decree.

37. The General meeting shall once in every three years elect a Managing Director of the Company. The General Meeting shall have the power to remove Managing Director whenever it thinks it necessary.

MANAGING DIRECTOR

38. The Managing Director shall be the chief executive of the Company and most senior officer of the Company.
39. The Managing Director shall be a member of the Board of Directors.
40. All matters that involve the polices of the Company expansion, capital investment shall be approved by the Managing Director.

PROCEEDINGS OF GENERAL MEETING.

41. Thirty day's notice at the least (exclusive of day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the special business, the general nature of that business shall be given in manner hereinafter mentioned, or in such other manner, if any as may be prescribed by the Company in general meeting to such persons as are, under these article, entitled to receive such notices from the Company, but the non-receipt of the notice by any member shall not invalidate the proceedings at any general meeting, and moreover a general meeting, with the written consent of all the members entitled to attend and vote thereat, may validly be called by a shorter and in such manner as the members think fit.



42. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, and balance sheet and the ordinary report of the Directors and Auditors, the election of Director and appointment and fixing of the remuneration of the Auditors.
43. No business shall be transacted at any general meeting unless a quorum of members is present at time when the meeting proceeds to business: save as herein provided a majority of shareholders present or by proxy and entitled to vote shall be a quorum.
44. 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 members shall be dissolved.
45. The chairman shall be elected by the Board of Directors annually, The Chairman, if any of the Board of Directors shall preside as Chairman at every general meeting of the Company.
46. If there is no such Chairman, or if at any meeting he is not present within thirty minutes after the time appointed for holding the meeting or is unwilling to act as the Chairman, the members present shall choose someone of their number to be the Chairman.
47. 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the

adjourned meeting shall be given as in the case of 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.

48. 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) demanded by at least one member, and unless a poll is so demanded a declaration by the Chairman that the resolution has, on a show of hands been carried, or carried unanimously or by particular majority, or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or such resolution.
49. If a poll is duly demanded it shall be taken in such manner as the Chairman directs.
50. The result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
51. A poll demanded on the election of a Chairman or any member, or on a question of adjournment, shall be taken forthwith.
52. An ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the Directors shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.



DIRECTORS.

53. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than seven,

The following persons shall be the first Directors of the Company:

i. **USSI SALUM PONDEZA**

ii. **FARIDA SAID ULEDI**

54. The Directors of the Company shall be the policy makers of the Company and shall be responsible for the supervision of the Management.

55. The remuneration of the Director shall from time to time be determined by the Company in General meeting.

56. In addition to their usual remuneration the Directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at meeting of Directors.

57. A Director shall not be required to hold any shares in the Company.

POWERS AND DUTIES OF DIRECTORS

58. The business of the Company shall be managed by the Directors who may pay all expenses incurred in forming and registering the Company ,and may exercise all such powers of the Company as are not ,by the Companies Ordinance ,or any statutory modification thereof for the time being in force .or by those articles require to be exercise by the Company in General Meeting subject nevertheless to the



provision of these articles and of the said Ordinance, and the exercise of such powers shall be subject all to the control of any General Meeting of the Company, but not resolution of the Company in General Meeting shall invalidate any prior act of Directors which would have been valid if the resolution had not passed In particular and without prejudice to the foregoing the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking property and uncalled capital and issue debentures and other securities.

59. The Directors may from time to time appoint one or more of their number to the office Managing Directors or Manager for such term and at such remuneration [Whether by way of salary ,or commission or participation in profits or partly in one way and partly in another's] as they may think fit , and a Directors so appointed shall not cease holding that office be subject to retirement buy rotation, or taken into account in determent the rotation of retirement of Director but his appointment shall be subject to determination ipso facto if he cases from any cause to be Director, or if the Company in General Meeting resolves that his tenure of office of Managing Director or Manager be determined.
60. The director shall cause minutes to be made in books provided for the purpose: -
- a) Of all appointment of offices made by the Directors "
 - b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Director
 - c) Of all resolution and proceeding at all meeting of the Company, and of the Directors, and committees of



Directors, and every Directors, present at any meeting of Directors or committee of Directors shall sign his name in at book to be keep for that purpose.

APOINTMENT AND REMOVAL OF DIRECTORS.

61. The directors will be nominated by the General Meeting.
62. Any such appointments under Article 76 or removals shall be in writing served on the Company and signed by the Chairman of the General Meeting.
63. Each Director shall have power to give a proxy to any person who shall attend the meeting.

PROCEEDINGS OF DIRECTORS.

64. The Directors may meet together for the dispatch of business, adjourn and other-wise regulate their meeting, as they thing fit. Questions arising at any meeting shall be decided by a majority
65. The quorum for the transaction of the Director shall be not less than.
66. The Directors shall elect a Chairman of their meeting and such person shall hold office for two years. If the Chairman is absent from any meeting the Directors present may choose one of their number to be a Chairmen for that meeting.

ACCOUNTS.



67. The Directors shall cause true accounts to be kept: -
 - a.) Of all sums of money received and expended by the Company, and the matters in respect of which the receipt and expenditure takes place;



b.) Of all sales and purchases of goods by the Company, and of the assets and liabilities of the Company.

68. The books of accounts shall be kept at the registered office of the Company or at such other place as the Directors think fit, and always be open to inspection of Directors.


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

NAME, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURE OF SUBSCRIBER
1. USSI SALUM PONDEZA P.O.BOX 1743 ZANZAIBAR	90	
2. FARIDA SAID ULEDI P.O.BOX 1743 ZANZAIBAR	10	

Dated at Zanzibar this 18 day 4 years 2020

WITNESS TO THE ABOVE SIGNATURES:

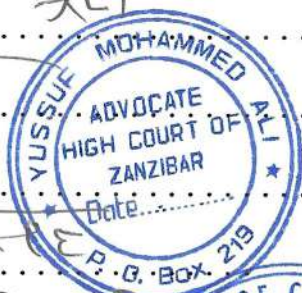
NAME: YUSSUF MOHAMMED ALI

SIGNATURE: 

POSTAL ADDRESS: 219

QUALIFICATION: ADVOCATE

DATE: 18/04/2020





The Revolutionary Government of Zanzibar

Certificate of Incorporation

Business Entities Registration Act No. 12 of 2012

Registration Number: Z0000064171

The Registrar of Companies hereby certify that

Osaju Company Limited

is on 28th day of February 2003 incorporated under the Companies Act,
No. 15 of 2013 and that the company is Private company Limited by
shares

Previous Registration number: L00952001

Assistant Registrar of Companies

