



## TANZANIA INVESTMENT CENTRE

### REGISTRATION FORM FOR CERTIFICATE OF INCENTIVES

(Tanzania Investment Act 1997, Section 17 and 18,  
and the Investment Regulations: Regulation 42, Government Notice  
No. 318A of 2002)

Tanzania Investment Centre  
9A & B Shaaban Robert Street  
P. O. Box 938

**DAR ES SALAAM**

Tel. 2116328

Fax. 2118253

e-mail: [information@tic.co.tz](mailto:information@tic.co.tz)

Website: [www.tic.co.tz](http://www.tic.co.tz)

(Please fill the form in duplicate)

THE UNITED REPUBLIC OF TANZANIA

THE TANZANIA INVESTMENT ACT  
(No. 26 of 1997)

APPLICATION FOR REGISTRATION  
(Made under Regulation 42)

To: The Executive Director  
Tanzania Investment Centre  
P. O. Box 938  
DAR ES SALAAM  
Tanzania

1. I/We XIE SHANGMIN  
(director/directors/agent of GAGATHO CO. LIMITED  
(name of business enterprise) apply for registration of CERTIFICATE OF INCENTIVES FOR GAGATHO ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS  
under Section 17 of the Act and Part IV of the Investment Regulations, 2002.
2. The registered office of the company will be situated at PLOT 96, KAZOLE, VIKINDU, MKURANGA, PWANI REGION  
Copies of the following documents are attached to this application:
  - (i) The Memorandum and Articles of Association/or partnership agreement ✓
  - (ii) Certificate of Incorporation/Registration ✓
  - (iii) A copy of the Project Profile or Feasibility Study showing the implementation period, programme of implementation and operative date ✓
  - (iv) Evidence of financing and evidence of land ownership for the project ✓
3. The Head Office of the Company will be situated at PLOT 96, KAZOLE, VIKINDU
4. The Principal Officers of the Company are ① MR. XIE SHANGMIN - DIRECTOR  
② MR. LYU MIAO - DIRECTOR
5. Auditors of the Company are NOT YET APPOINTED
6. The authorized share capital of the Company is Tshs. ~~US\$~~  
150,000,000 (ONE HUNDRED AND FIFTY  
MICRON TANZANIA SHILLINGS ONLY)

7. The intended capital investment of the Company in terms of Section 2(2) of the Act is Tshs./US\$ ..... 500,000 US DOLLARS .....

8. The month and day of the financial year end is ..... 31/12 .....

Note: *failure to provide all the required information will result in the return of the application by the Centre.*

I/We enclose a cheque/cash made payable to the Tanzania Investment Centre for Tshs./US\$ ..... CONTROL NUMBER ..... Being the Registration Fees. *In the event this application is unsuccessful we understand that this fee will not be refunded.*

I, ..... XIE SHANGMIN ..... of Post Office Number ..... 14108 .....

DAR ES SALAAM ..... do solemnly and sincerely declare that I am a director/duly

authorized agent of ..... FAGARD CO. LIMITED .....

AND that all the requirements of the Tanzania Investment Act, 1997 in respect of matters precedent to the registration of the business enterprise under the Act and incidental thereto have been complied with, AND I make this solemn declaration conscientiously believing the same to be true.

Declared at Dar es Salaam

The 02 day of ..... APRIL 2009 ..... 2009

谢尚敏  
Applicant



Before me:

*[Signature]*



Commissioner for Oaths

Attach only where applicable, otherwise indicate "N/A"

**APPLICATION SUMMARY**

Company Name: GARAITO CO. LIMITED

COI Number: 183530178 Status: ACTIVE

Post Box: 34359

COI Date: 25/03/2025

Town: DARES SALAAM

Sector: MANUFACTURING

Sub-Sector: ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS

**Investment Financing Plan in Million US\$/Tshs.**

Foreign Equity	Local Equity	Foreign Loan	Local Loan
<u>1,400,000 USD</u>	<u>—</u>	<u>—</u>	<u>—</u>

**Project Objectives:** WE SEEK TO ESTABLISH A MANUFACTURING AND ASSEMBLY PLANT FOR CHINESE BRAND MOTOR VEHICLE AND TRUCKS HERE IN TANZANIA FOR BOTH EXPORT AND LOCAL MARKETS

**Capacity:** 7500 units per year

**Employment:** Foreign: 2 Local: 35 Total: Total 37 (Growth expected)

**Implementation Period:** 3 years

**Project Location**

Site/Plot/Block No.: 96

Street: ICAZOLE District: V. KINOU MKURANGA Region: PWANI  
 (Attach sketch map showing project location)

Shareholders	Nationality	%
<u>XIE SHANGMIN</u>	<u>CHINESE</u>	<u>70%</u>
<u>LYU MIAO</u>	<u>CHINESE</u>	<u>30%</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....

<b>Investment Breakdown</b>	<b>US\$/Tshs.M</b>
Land/Building	.....310,000 USD
Plant	.....460,000 USD
Vehicles	.....170,000 USD
Furniture & Fittings	.....120,000 USD
Pre-expenses	.....50,000 USD
Others	.....
Working Capital	.....290,000 USD
<b>TOTAL</b>	.....1,400,000 USD

**Contact Details:**

Name: .....XIE SHANGMIN..... Title: .....MANAGING DIRECTOR.....  
 Telephone: .....0762139999..... Fax: .....  
 Email: .....408978121@qq.com.....

Gagaho Co. Limited



# Certificate of Incorporation



C.1

TANZANIA



# Certificate of Incorporation of a Company

Section 15

**No: 183530178**

I HEREBY CERTIFY THAT

**GAGAHO CO., LIMITED**

is this day incorporated under the Companies Act, 2002  
and that the Company is Limited.

**GIVEN** under my hand at Dar es Salaam this **25<sup>th</sup>** day of  
**MARCH TWO THOUSAND AND TWENTY FIVE.**



*PRINC ASST. REGISTRAR OF COMPANIES*

Gagaho Co. Limited



# Memorandum and Articles of Association

THE COMPANIES ACT 2002

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COMPANY LIMITED BY SHARES

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Memorandum

AND

Articles of Association

GAGHO CO., LIMITED

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Incorporated this \_\_\_\_ day of \_\_\_\_\_, 2025

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DRAWN BY:

XIE SHANGMIN (SUBSCRIBER)

P.O BOX 34359

REGION DAR ES SALAAM, DISTRICT KINONDONI, WARD

MWANANYAMALA, POSTAL CODE 14108, STREET KWA KOPA, ROAD BAGAMOYO ROAD,

PLOT NUMBER 89, BLOCK NUMBER 45B, HOUSE NUMBER 802

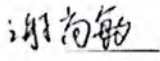

**THE COMPANIES ACT 2002**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**GAGAHO CO., LIMITED**

1. The name of the Company is **GAGAHO CO., LIMITED**
2. The Registered office of the Company will be situated in the United Republic of Tanzania.
3. The objectives for which the company established are:
  - a) Wholesale of construction materials, hardware, plumbing and heating equipment and supplies.
  - b) Wholesale of computers, computer peripheral equipment and software.
  - c) Wholesale of other machinery and equipment
  - d) Other retail sale in non-specialized stores
  - e) Renting and leasing of other machinery, equipment and tangible goods , Main activity
  - f) Installation of industrial machinery and equipment
  - g) Other professional, scientific and technical activities
  - h) Other manufacturing
  - i) Retail sale of electrical household appliances, furniture, lighting equipment and other household articles in specialized stores
  - j) Other information technology and computer service activities.
  - k) Other retail sale not in stores, stalls or markets.
  - l) Retail sale of hardware, paints and glass in
  - m) Other personal service activities
  - n) Repair of machinery
  - o) Repair of other equipment

**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 a joint venture with local or foreign investors, or other body of persons, whether incorporated or not incorporated, and whether domiciled in Tanzania or elsewhere, and that the intention is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in no wise 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 by shares subscribed thereto by each subscriber.
  
5. The share capital of the Company is **Tanzania Shillings One Hundred and Fifty Million (TZS. 150,000,000/=)** divided into **One Hundred (100/=)** Ordinary shares of **One Million and Five hundred thousand (TZS 1,500,000/=)** each. Subject and without prejudice to the rights attached to any class or the Company, whether part of the original or any increased capital of the Company, may be issued with any special qualified, preferred or differed rights and privileges or conditions as to capital, dividends, rights or voting or other matters, but so 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.

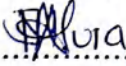
We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number shares in the Capital of the Company set opposite to our respective names.

No.	NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN EACH BY SUBSCRIBER	SIGNATURE
01	XIE SHANGMIN CHINA, PEOPLE'S REPUBLIC of, HEFEI, ANHUI PROVINCE, LEI, HOUSE NO 23,	70	
02	LYU MIAO CHINA, PEOPLE'S REPUBLIC OF, TAIYUAN CITY, SHANXI PROVINCE, ZHONGLOU, 312	30	

Dated at DAR ES SALAAM this 22<sup>th</sup> day of MARCH, 2025

WITNESS to the above signatures:

Name: JACQUELINE MAJURA

Signature: 

Address: P.O. BOX 34359, DAR ES SALAAM

Qualifications: ADVOCATE



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

**EA KWANZA STATIONERY CO., LIMITED**

**PRELIMINARY**

1. In these Articles: -

"The ACT" means the Companies ACT 2002

"The Seal" means the Common Seal of the Company

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

Expressions referring to writing shall unless the contrary intention appears, be 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 Table A of the First Schedule to the Companies Act 2002 shall not 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 (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in

such employment and have continued after the determination of such 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 for the purpose of this Article be treated as a single member.

#### SHARES

4. The share capital of the Company is **Tanzania Shillings One hundred and Fifty Million (TZS. 150,000,000/=)** divided into **One Hundred (100/=)** Ordinary shares of **One million and five hundred thousand (TZS 1,500,000/=)** each.
5. 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 restriction, whether in regard 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 a special resolution, be issued on the terms that it, or at the option of the Company is liable, to be redeemed.
  - (1) if at any time the share capital is divided into different Classes of shares, the rights attached to any class (unless otherwise) provided by the terms of issue of the class) may be varied with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class.
  - (2) In every such separate general meeting the provisions of these Regulations relating to general meetings should *mutatis mutandis* apply, but so that the necessary quorum shall be two persons at least

holding of representing by proxy-third of the issued shares of the class, and that any holder of shares of the class present in person or by proxy may demand a poll.

- (3) For the purpose of these Articles, the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class be deemed to be varied by the creation or issue of further her shares ranking *paripassu* herewith.
6. Every person whose name is registered as a member in the register of members shall, with payment of all shares duly subscribed him, entitled to a certificate under the 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 of 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.
7. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one shilling, and on such terms, if any, as to evidence and indemnity, as directors think fit.
8. No part of the funds of the Company shall directly or indirectly be employed in the purchase of, or in loans upon the security of, the Company's shares, but nothing in this regulation shall prohibit transactions mentioned in the provision to section 46 (1) of the Act.
9. The Company shall be entitled to treat the person whose name appears upon the register in respect of any shares as the absolute owner thereof and shall not be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such shares whether or not it shall have express of other notice thereof.

10. The Company shall have a lien on every share for all money's (whether presently payable or not) called or payable at a fixed time respect of that share, and the Company shall also have lien on all shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company but the Director's may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any, on a share shall extend to all dividends payable thereon.
11. The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
12. For giving effect to any such sale the directors may authorize some person to transfer the shares sold to the purchaser thereof.
13. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall be bound to see to the application any irregularity or invalidity in the proceedings in reference to the sale.
14. The proceeds of the sale be received by the Company and applied in payment of such part of the amount in respect of which the lien exists for sums not presently payable as existed upon entitled to the shares at the date of the sale.

#### **CALLS ON SHARES**

15. The directors may, subject to any conditions of allotment from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares of by way

of premium) provided that (except as otherwise fixed by the conditions of allotment) no call any share shall be payable at less than thirty days from the date appointed for payment of the last preceding call and each member shall (subject to being given at least fourteen days' notice specifying the time and place of payment) pay to the Company at the time and place so specified the amount called on his shares.

16. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
17. For 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 eight per centum per annum from the day appointed for the payment thereof to time of the actual payment, but the directors shall be at liberty to waive payment of the interest wholly or in part.
18. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account 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.
19. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money unpaid upon the shares held by him beyond the sums actually called upon thereon as payment in advance of calls which will extinguish, so far as the same shall extend, the liability upon the shares in respect of which it advanced, and the Company may pay interest upon the money so received, or so much thereof as from time exceeds the amount of the calls then made upon the shares in respect of which it has been received, at such rate as the member paying such and

the directors agree.

**TRANSFER AND TRANSMISSION OF SHARES**

20. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

21. Shares shall be transferred in the following form, or in any usual or common form which the directors shall approve: -

"I ..... of .....for ..... a consideration of TZS.....  
paid to me by ....., of. .(Hereinafter called "the said transferee")

Do hereby transfer to the said transferee  
the share (or shares) numbered..... In the undertaking called the  
**GAGAHO CO., LIMITED** to hold onto 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 the ..... day of. .... , 2025.

22. The Directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already a member of the Company and may also decline to register any transfer of shares on which the Company has a lien. The directors may also suspend the registration of transfer 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 two shillings is paid to the Company in respect thereof; and

- (b) The instrument of transfer is accompanied by the certificates of the shares to which it relates, and such other evidence as the directors may reasonably require showing the right of the transferor to make the transfer.

If the Directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

- 23. The Legal personal representatives of deceased sole holder of a share shall NOT be automatically recognized by the Company as having any title to the share. The decision whether such legal personal representative should be given the title to the deceased's share shall be taken by the General Meeting of the Company.
- 24. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon evidence being produced as may from time to time be properly required 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 a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
- 25. A person becoming entitled to 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 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 meetings of the Company.

26. Save as hereinafter provided, no shares in the Company shall be transferred otherwise than to a person who is already a member of the Company until the rights of pre-emption hereby conferred shall have been exhausted.

### FORFEITURE OF SHARES

27. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the directors may, at any time hereafter during such time as any part of such call or installment 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 accrued.
28. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) 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 be liable to be forfeited.
29. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given May at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.
30. A forfeited share may be sold or otherwise disposed of on such terms and such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be canceled on such terms as the directors think fit.
31. A person whose shares 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 cease if and when the Company receive payment in full of the nominal amount of the shares.

32. A statutory declaration in writing that the declarant is a director of the Company and that a share in the Company has been duly forfeited the fact therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any given for the share on any sale or disposition thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of and he shall thereupon 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 the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
33. The provision of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call made and notified.

#### **CONVERSION OF SHARES INTO STOCK**

34. The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination. The holder 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 circumstances admit but the directors may from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
35. The holders of stock shall, according to the amount of the stock held by

them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such *aliquot* part of stock as would not if existing in shares, have conferred that privilege or advantage.

36. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and Stock-holder.

#### ALTERATION OF CAPITAL

37. The Company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
38. 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 meetings in proportion, as nearly as the circumstance admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notes specifying the number of shares offered, and limiting a time, within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimating from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of those 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 ratio 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.
39. The Company may by ordinary resolution: -
  - (a) Consolidate and divide all or any of its share capital into shares of

larger amount than its existing shares: -

- (c) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provision of section 51(1) (d) of the Act.
  - (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
40. The Company may, by special resolution, reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized, and consent required, by law.
41. A General Meeting shall be held once in every calendar 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. All such General Meetings shall be called Annual General Meetings, and all other general meetings shall be called Extra-Ordinary General Meetings.
42. The Directors may, wherever 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 requisition or as provided by Section 114 of the Act. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum, any director or any member of the Company may convene an Extraordinary General Meetings in the same manner as nearly as possible as that in which meetings may be convened by the directors.

#### **NOTICE OF GENERAL MEETINGS**

43. Subject to the provisions of the Act relating to special resolutions, seven

days' notice at the least (exclusive of the 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 day and the hour of meeting and, in case of 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 the regulations of the Company entitled to receive such notices from the Company but with the meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

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

#### **PROCEEDINGS AT GENERAL MEETINGS**

45. All business shall be deemed special that is transacted at an Extra-Ordinary General Meeting and all that is transacted at an 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 and the fixing of remuneration of the auditors.
46. 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, save as herein provided two members present in person or by proxy shall be a quorum.
47. 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 in any other case it shall be adjourned to the same day in the next week, at the same and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting it shall be dissolved.

48. The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company. 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 or is unwilling to act as chairman, the members present shall choose someone of their number to be chairman.
49. 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 left unfinished at the meeting from which the adjournment took place.
50. When a meeting is adjourned for ten days or more, notice to 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.
51. 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 present in person or by proxy and entitled to vote. 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 a books shall be conclusive evidence of the fact.
52. If a poll is duly demanded 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 demanded.
53. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting

vote.

54. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
55. An ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the directors or a sole director and of members of the Company holding in the aggregate three- fourths of the issued shares of the Company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

#### **VOTES OF MEMBERS**

56. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have their voting right. On a poll every member shall have their voting based on the shares of which he is the holder.
57. In case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
58. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction un lunacy, any vote, whether on a show of hands or on a poll, by his committee or other legal guardian may, on a poll vote by proxy.
59. No member shall be entitled to vote at any general meeting unless all class or other sums presently payable by him in respect of shares in the Company have been paid.

60. On a poll votes may be given either personally or by proxy. Provided that no Company shall vote by proxy as long as a resolution of its directors in accordance with the provisions of Section 116 of the Act is in force.
61. 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, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.
62. The instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a notary certified copy of that power or authority shall be deposited at the registered office of the Company not less than seventy-two hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
63. An instrument appointing a proxy may be in the following form or any Other form which the directors shall approve:
- "I.....of.....being a member of **GAGAHO CO., LIMITED** Hereby appoint ..... as my proxy, to vote for me and on my behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on ..... day of ....., 2025, and at any adjournment thereof.
- Signed this .....day of ..... 2025.
64. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

## CORPORATION ACTING BY REPRESENTATIVE AT MEETINGS

65. 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 fit to act as its representative at any meeting of the Company or of any class of members 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

66. a) The first directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association, who shall nominate one as Chairman of the Board. Such nominee shall remain Chairman until the first General Meeting when the other shall become Chairman, and at every subsequent General Meeting the Chairman shall rotate provided always there are only two directors. If there are more the directors may appoint any one of them to be the Chairman of the Company and likewise remove him such office. Unless and until otherwise determined by the Company by ordinary Resolution the number of directors (excluding alternate directors) shall not be less than two.
- b) Unless and until the Company in general meeting shall otherwise determine the first Directors of the Company shall be: -

1. **Mis. XIE SHANGMIN**

2. **Mr. LYU MIAO**

67. The Company may by ordinary resolution remove any director and appoint another person in his stead. Any vacancy occurring in the Board of Directors may be filled up by the Company by an ordinary resolution.
68. The remuneration of the directors shall from time to time be determined by the Company in the general meeting. In addition to their usual remuneration the directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses in connection with their attendance at meetings of directors.
69. Any director may at any time appoint any person approved by the directors to be an alternate director of the Company, and may at any time remove any alternate director so appointed by him from office and subject to such approval as aforesaid, appoint another person in his place. An alternate director shall (subject) to his giving to the Company an address within Tanzania at which notices may be served on him) be entitled to receive notices of all meetings of the directors, and to attend and vote as a director at which the director appointing him is not personally present, and generally to perform all the functions of his appointer as a director in the absence of such appointer. An alternate director shall *ipso facto* to cease to be an alternate director if his appointer ceases for any reason to be a director. All appointments and removals of alternate directors shall be effected by notice in writing under the hand of the director making or revoking such appointment sent to or left at the registered office.
70. An alternate director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to the agent of or for the director appointing him. The remuneration payable to the director appointing him, and shall consist of such part (if any) of the last mentioned remuneration as shall be agreed between the alternate director and the director appointing him.

71. A director and alternate director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.
72. A resolution in writing signed by all directors shall be as valid and effectual as if had been passed at a meeting of the directors duly called and constituted and may consist of several documents in the like form, each signed by one or more of the directors but so that the expression "director" in the article shall not include an alternate director other than an alternate director appointed by a director who at the date of the resolution is absent from Tanzania.
73. Provided a director declares his interest therein in the manner provided by the Act he may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising there out, and if he shall so vote his vote shall be counted in the quorum when any such contract or arrangement is under consideration.
74. The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, uncalled capital, or any part thereof, and to issue debenture, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

#### **POWERS AND DUTIES OF DIRECTORS**

75. The business of the Company shall be managed by the directors who may pay all expenses incurred in getting 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 regulation of these Articles, to the provisions of the Act and such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting; but no

regulations had not been made.

76. The Directors may from time to time appoint one or more of their body corporate to manage the Company 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) as they may think fit. In the case of the appointment of a Managing Director such appointment shall be subject to determination ipso facto if he ceases from any cause to be director.

77. 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 the directors, and of committees of directors and every director present at any meeting of directors or committee of directors shall sign his name for the purpose.

#### **THE SEAL**

78. The Board shall provide for the safe custody of the Seal. The Seal shall be used only by the authority of the Board and every instrument to which the Seal be affixed shall be signed by a director and also by the Secretary or by a second director or by some other person appointed by the Board for the purpose.

#### **DISQUALIFICATION OF DIRECTORS**

79. The office of director shall be vacated, if the director: -

- (a) Without the consent of the Company in general meeting holds any other office of profit under the Company except that of Managing Director or Manager; or
- (b) Becomes bankrupt in this Territory or in any other territory which is declared to be a reciprocating territory under Section 147 of the

- Bankruptcy Act; or
- (c) Becomes prohibited from being a director by reason of any order made under sections 213 or 269 of the Act; or
  - (d) Is found lunatic or becomes of unsound mind; or
  - (e) Resigns his office by notice in writing to the Company; or
  - (f) Is punished with imprisonment for a term exceeding six months without the option of a fine.

### **PROCEEDINGS OF DIRECTORS**

80. The directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any 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 on the requisition of a director shall, at any time summon a meeting of the directors.
81. The quorum necessary for the transaction of the business of the directors may be fixed by the Directors and unless so fixed shall be two.
82. The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of directors, the continuing directors may act for the purpose of summoning a general meeting of the Company, but for no other purpose.
83. The Directors may be chairman of their meeting and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.

84. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors.
85. A committee may elect a chairman of its meeting; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be chairman of the meeting.
86. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in case of an equality of votes the chairman shall have a second or casting vote.
87. All acts done by any meeting of the directors or of a committee of directors, or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there were some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

#### **SECRETARY**

88. The Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and Secretary so appointed may be removed by them.
89. No person shall be appointed or hold office as a Secretary who is: -
- (a) The sole director of the Company, or
  - (b) A corporation the sole director of which is the sole director or the Company; or
  - (c) The sole director of a corporation which is the sole director of the Company.

90. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and the Secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the Secretary.

### DIVIDENDS AND RESERVE

91. The Company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
92. The directors may from time to time pay to the members such interim dividends as appear to the directors.
93. No dividends shall be paid otherwise than out of profits.
94. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the said shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purposes of this article as paid on the share.
95. The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserve or reserves which shall, at the discretion of the directors, be applicable for meeting contingencies or for equalizing dividends or for any other purpose to which the profit of the Company may be properly either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the directors may from time to time think fit.
96. If several persons are registered as joint holders of any shares, any one of them gives effectual receipts for any dividends or other moneys payable on or in

respect of the shares.

97. Any dividends may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.
98. No dividend shall bear interest against the Company.

#### ACCOUNTS

99. 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 of which the receipt and expenditure takes place;
  - b) All sales and purchase of goods by the Company;
  - c) The assets and liabilities of the Company.
100. The books of account shall be kept at the registered offices of the Company, or at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
101. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the Company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or books or document of the Company except as

conferred by statute or authorized by the directors or by the Company in general meeting.

102. The directors shall from time to time in accordance with Section 123 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in that section.
103. The profit and loss account shall show, arranged under the most convenient heads, the amount of gross income, (distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expenses of the establishment salaries and other like matters. Every item of expenditure fairly chargeable against the year's income) shall be brought into account, so that a just balance of profit and loss may be laid before the meeting and, in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reason why only a portion of such expenditure is charged against the income of the year.
104. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting together with a copy of the Auditor's report shall not less than seven days before the date of the meeting be sent to all persons entitled to receive notices of general meetings of the Company.
105. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

## NOTICES

106. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address, or (if he has no registered address within the Territory) to the address, if any, within the Territory supplied by him to the Company for the giving of notices to him. 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 unless the contrary is proved to have been effected at the time at which letter would be delivered in the ordinary course of post.
107. If a member has no registered address within the Territory and has not supplied to the Company an address within the Territory for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to have been duly given to him at noon on the day on which the advertisement appears.
108. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or receiver of the bankrupt, or by any like description, at the address, if any within the Territory supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the

same might have been given if the death or bankruptcy had not occurred.

109. Notice of every general meeting shall be given in some manner herein before authorized to: -

- a) every member except those members who (having no registered address within the Territory) have not supplied to the Company an address within the Territory for the giving of notices to them, also to
- b) Every person entitled to a share in consequence of the death or bankruptcy of a member, who, but for his death or bankruptcy would be entitled to receive notice of the meeting. No other person shall be entitled to receive notice of general meetings.

#### **CAPITALIZATION OF PROFITS**

110. The Company in general meeting may upon the recommendation of the directors resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit or loss account or otherwise available for distribution amongst the member who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in shares by such members respectively, or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid to and amongst such members in the proportion aforesaid, or partly in the one way of partly in the other, and the directors shall give effect to such resolution.

111. Whenever such a resolution as aforesaid shall have been passed the directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required

to give effect thereto, with full powers to the directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits received to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such member.

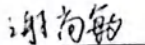

#### WINDING UP

112. If the Company shall be wound up, the liquidator may, with sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Act, if any, and having due regard to the respective rights of the holders of different classes of shares to which special rights are attached, 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 deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
113. The liquidator may with like sanction vest the whole or any part such assets in trustees upon such trusts for the benefit or the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares of other securities whereon there is any liability.

## INDEMNITY

114. Subject to the provisions of the Act, every director or other officer and auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto.

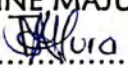
We the several persons, whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Article of Association, and we respectively agree to take the number shares in the Capital of the Company set opposite to our respective names.

No.	NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN EACH BY SUBSCRIBER	SIGNATURE
01	XIE SHANGMIN CHINA, PEOPLE'S REPUBLIC of, HEFEI, ANHUI PROVINCE, LEI, HOUSE NO 23,	70	
02	LYU MIAO CHINA, PEOPLE'S REPUBLIC OF, TAIYUAN CITY, SHANXI PROVINCE, ZHONGLOU, 312	30	

Dated at DAR ES SALAAM this 06<sup>th</sup> day of MARCH, 2025

WITNESS to the above signatures:

Name: JACQUELINE MAJURA

Signature:  .....

Address: P.O. BOX 71456, DAR ES SALAAM

Qualifications: ADVOCATE



Gagaho Co. Limited



# BRELA Search Document



TANZANIA



## Register of Companies Detailed information

**Information date and time:** 29/03/2025 14:30:22

**Registration date and time:** 25/03/2025 08:37:39

1. **Status:** Registered
2. **Incorporation number:** 183530178
3. **Company:** GAGAHO CO., LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Dar Es Salaam, District Kinondoni, Ward Mwananyamala, Postal code 14108, Street KWA KOPA, Road BAGAMOYO ROAD, Plot number 89, Block number 45B, House number 802/803
6. **Contacts:** Email: 408978121@qq.com, Mob no/Tel no: 255757599171, P.O.Box 34359
7. **Business activity:**
  - 4663 - Wholesale of construction materials, hardware, plumbing and heating equipment and supplies, Main activity
  - 4651 - Wholesale of computers, computer peripheral equipment and software, Main activity
  - 4659 - Wholesale of other machinery and equipment
  - 4719 - Other retail sale in non-specialized stores
  - 7730 - Renting and leasing of other machinery, equipment and tangible goods, Main activity
  - 3320 - Installation of industrial machinery and equipment
  - 7490 - Other professional, scientific and technical activities n.e.c., Main activity
  - 3290 - Other manufacturing n.e.c., Main activity
  - 4759 - Retail sale of electrical household appliances, furniture, lighting equipment and other household articles in specialized stores
  - 6209 - Other information technology and computer service activities, Main activity
  - 4799 - Other retail sale not in stores, stalls or markets, Main activity
  - 4752 - Retail sale of hardware, paints and glass in specialized stores, Main activity
  - 9609 - Other personal service activities n.e.c., Main activity
  - 3312 - Repair of machinery
  - 3319 - Repair of other equipment
8. **Directors / Directors in the country of origin:** XIE SHANGMIN, Chinese  
LYU MIAO, Chinese
9. **Company secretary / Company secretary in the country of origin:** LYU MIAO, Chinese
10. **Authorised share capital:** 150000000 TZS
11. **Class of shares:** Class Ordinary: 100 shares, 1500000 TZS/share, 150000000 TZS
12. **Shareholders:** XIE SHANGMIN Class Ordinary 70 shares taken  
LYU MIAO Class Ordinary 30 shares taken

Information ordered by: MOSES KAMAU

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA ([ors.brela.go.tz](http://ors.brela.go.tz)) for an up-to-date information regarding given Company.



**Princ. Asst. Registrar of Companies**

Gagaho Co. Limited



# TIN Certificate

CTIN: 2236641



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

### THIS IS TO CERTIFY THAT

**GAGAHO CO., LIMITED**

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

**183-530-178**

WITH EFFECT FROM: **25 MARCH 2025**

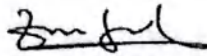
TRA LOCATION: **KINONDONI**

TAX OFFICE: **MWENGE**

PHYSICAL LOCATION: **PLOT No. 89 BLOCK No. 45B**

STREET / AREA: **KWA KOPA**



  
**ALFRED T. MREGI**  
**COMMISSIONER FOR DOMESTIC REVENUE**

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

Gagaho Co. Limited



# Business Plan

**BUSINESS CONCEPT**

**&**

**FEASIBILITY PLAN**

**FOR**

**PROPOSED DEVELOPMENT OF A  
MANUFACTURING AND ASSEMBLY PLANT FOR  
CHINESE BRAND MOTOR VEHICLE SPARE  
PARTS**

**PREPARED BY  
M/s GAGAHO CO. LIMITED,  
DAR ES SALAAM,  
TANZANIA**

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**ESTABLISHING AND OPERATING A MANUFACTURING AND ASSEMBLY PLANT  
FOR CHINESE BRAND MOTOR VEHICLE SPARE PARTS AT PLOT 96, KAZOLE,  
VIKINDU, MKURANGA, PWANI REGION, TANZANIA**

**1. BUSINESS PROPOSAL**

This Business Plan has been prepared by **M/s Gagaho Co. Limited** for a proposed Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts to be located at that property currently known and registered as Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.

The Business Plan has been prepared to manifest and analyze the financial and other resources required for the implementation of the proposed business and also assess its economic viability and commercial viability for presentation to the Shareholders of M/s Gagaho Co. Limited and external parties including financial institutions, the revenue authority and potential investment partners. Key to this presentation is the allocation of funds so as to supplement the equity contribution.

**2. COMPANY'S BACKGROUND**

**M/S Gagaho Co. Limited** is a private company registered / incorporated in Tanzania by Registrar of Companies.

The company's shareholders seek to invest and develop a Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts under the auspices and guidance of the Tanzania Investment Center at premises to be constructed at Mkuranga, Pwani Region, Tanzania.

Mkuranga is home to a variety of small and medium sized businesses, including wholesalers, retailer stores, milling equipment, restaurants, butchers, pharmacies, garages, gasoline stations, guest rooms, local bars, salt farms, hardware stores, slaughterhouses, and bars especially in the wards bordering Dar es Salaam region. There has been a notable increase in investment of light industries in the region where investors have been attracted by favorable investment climate, nearness to Dar es Salaam and its Port leading to regional and international export

The motor vehicle industry in Tanzania is characterized by a strong used car market and a smaller new vehicle market, with a recent focus on promoting local vehicle assembly and manufacturing. The market for new light vehicles has been relatively stable but is impacted by the availability of imported used vehicles.

The Tanzanian motor vehicle market is expected to continue to evolve, with a growing emphasis on local production and a potential for significant growth in the

coming years

Key to this is the introduction of award winning Chinese Motor Vehicle Brands in the East and Central African Market.

Several Chinese motor vehicle brands are present in Tanzania, including Great Wall Motors (GWM) with its Haval and Wey brands, Foton Motor, and Changan. Additionally, Jaecoo, a sub-division of Chery, is also available. Kifaru Motors Tanzania and Inchcape Automotive Tanzania are authorized dealers for some of these brands.

Here's a more detailed look:

**Great Wall Motors (GWM):**

GWM is a large Chinese automaker with multiple brands. In Tanzania, Kifaru Motors represents GWM's Haval and Wey brands, which are known for their SUVs.

**Foton Motor:**

Foton Motor Group is another major Chinese automaker, and Kifaru Motors also represents Foton in Tanzania.

**Changan:**

Inchcape Automotive Tanzania is the official distributor of Changan vehicles in Tanzania, offering a range of sedans, SUVs, and commercial vehicles.

**Jaecoo:**

Jaecoo is a brand specifically designed for export markets and is marketed alongside Omoda by Chery

**Saturn Motors**

A local assembly plant for SINOTRUCK Brand of Trucks and heavy trailers including HOWO and FAW Models.

A detailed look at all these suppliers shows there is a ready market for spare parts and related products including vehicle customization services for this Chinese Brands.

As such the proposed Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts will therefore be taking advantage of the intrinsic factors mentioned above while at the same time leveraging on the exciting environment located at Mkuranga for investment purposes.

The management has therefore thought it is prudent to establish and operate high quality and modern Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant that will serve this clientele both locally and regionally.

### **3. MARKET POTENTIAL**

This clearly represents an opportunity for our organization to not only do profitable business but also provide high quality spare parts for local and export use to all our esteemed clientele.

This is also informed by below key factors as analyzed by the company.

#### **Product Uptake and Market Awareness**

There has been a significant acceptance of Chinese Brand motorvehicles, trucks and trailers in the region. This is because of their product quality, price point as well as ease of use.

This means we have a ready market for our products as all vehicles must require spare parts as part of their repair and maintenance circle.

#### **Strategic Location**

- **Port of Dar es Salaam:** As one of the largest and busiest ports in East Africa, Dar es Salaam handles a significant volume of cargo. A high quality Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant in close proximity to the port can streamline import and export activities, reducing costs and improving efficiency in provision of raw materials for our plant, as well as regional export of our final products in the export market.
- **Regional Trade Hub:** Dar es Salaam serves as a gateway to several landlocked countries in East Africa, including Uganda, Rwanda, Burundi, and the Democratic Republic of Congo. High quality Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant can attract businesses from these countries

looking for reliable access to international markets. A good example is that there a customer in Lubumbashi, Congo will no longer have to import parts from China, they will be purchasing from the United Republic of Tanzania thus promoting the United Republic of Tanzania as a Regional Trade Hub.

## **Economic Growth**

- **Tanzania's Growing Economy:** Tanzania has been experiencing steady economic growth, driven by sectors such as mining, agriculture, and tourism. Increased economic activity generates higher demand for vehicle spare parts and related sponge products.
- **Infrastructure Development:** The Tanzanian government is investing in infrastructure improvements, including road networks, railways, and port facilities. These investments enhance the viability of logistics operations who in turn will be our customers for Spare Parts and Related Products.

## **Business Environment**

- **Ease of Doing Business:** Tanzania has been making efforts to improve its business environment. Simplified regulatory procedures, investment incentives, and a stable political climate can attract both local and international businesses to set up operations.
- **Industrialization Agenda:** Tanzania's industrialization agenda aims to boost manufacturing and processing activities. This shift will increase the demand for packaging and related materials and services.

#### **4. THE COMPANY'S OBJECTIVES**

##### **Proposed Design Plan for the Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant**

The proposed facility is designed to be located at that property currently known and registered as Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.

The proposed infrastructure development for the Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant aims to create a state-of-the-art facility that supports industrial manufacturing plant while promoting local skills transfer.

Drawing inspiration from like-minded projects in the region, the infrastructure at Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant will prioritize the establishment of modern eco-friendly manufacturing plant solutions, leveraging on ICT and modern foam manufacture techniques.

The development will also include environmentally sustainable features to support energy efficiency and reduce the carbon footprint of the manufacturing plant.

This focus on locally manufactured spare parts aligns with the modern demands of global trade, ensuring that companies who use the facility can efficiently manage their vehicle needs.

Ultimately, Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant aims to be a catalyst for economic transformation, creating employment opportunities and attracting both local and foreign investments. With a strategic focus on export-led growth, the development is set to position the Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant as a key player in enhancing Tanzania's industrial output and increasing its competitiveness in the global market

**M/s Gagaho Co. Limited** has the following objectives in the setting up of this Foam and Sponge Manufacturing Plant.

- ❖ To provide high quality spare parts and related products in the United Republic of Tanzania for use in the motor vehicle industry;
- ❖ To provide high quality spare parts and related products in the United Republic of Tanzania which are key to all trade and logistics as all vehicles used for trade and logistics will at some point require spare parts.

- ❖ To promote the availability of aforesaid products at affordable pricing to all our clientele;
- ❖ **Job creation as the company will create employment opportunities;**
  - **Contract for Design and Build of the facility will be given to local Tanzania company to ensure 100% use of local labor, 100% use of local raw material and local 100% use of local content;**
  - **Top priority on employment will be given to Tanzanian Citizens as we seek to provide jobs and opportunities locally.**
- ❖ Skill development (Transfer of knowledge/human resources development) through on job training;
- ❖ Income generation;
- ❖ Improve their social welfare equally important the company contribute to the government revenue through taxes and other levies.

**Job Creation and Value Addition to the Community**

The Executive Management of M/s Gagaho Co. Limited strongly believes in job creation as well as value addition in the supply chain for the benefit of Tanzanian Citizens.

This has been achieved as below:

S/No	Item	Detailed Statement and Status to date
01	Job Creation	<p>Since its inception, the shareholders and executive management of Gagaho Co. Limited believes in job creation and empowerment of Tanzanian Citizens in jobs and opportunities available at the Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant</p> <p>To this end we have devised clear policy that our employment policy should always consider local Citizens at all times.</p>

02	<b>Training and Development</b>	<p>The provision of education, training and personal development is one of those areas of our business where we have an opportunity to put something back into the local community by increasing the overall level of industry skills and knowledge and thereby increasing job prospects for individuals; thus creating increased wealth and prosperity for the longer term. Of course, this is not purely altruistic on the part of Gagaho Co. Limited, there is also a need to bring-on, young, well trained people into the industry who can help Gagaho Co. Limited, grow its own business for the future.</p> <p>We have here an opportunity to utilise some of the revenues gained from the Gagaho Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant to develop this training facility; which will directly support local communities and local businesses through an increased potential for higher skilled, higher paying careers for a significant number of young people from those local communities, thereby creating wealth and reducing local unemployment.</p>
03	<b>Taxes and Duties as a Responsible Corporate Citizen</b>	<p>We believe a real opportunity exists here to establish a new high quality Manufacturing and Assembly Plant for Chinese Brand Motor Vehicle Spare Parts Plant. A strong local presence which will focus on the highest levels of Service Delivery for both local, regional and international customers, ensure ongoing investment in the latest equipment, technology and processes and a provider with the ability to introduce a new era in quality within the Tanzanian foam and sponge manufacturing sector.</p> <p>As a responsible Corporate Citizen, this will generate both direct and indirect taxes as well as levies such as Service Levy, WHT, Billboard Revenues, PAYE, SDL, Corporate taxes which leads to added revenue to Government and Local Municipality</p>

**5. PROPOSED IMPLEMENTATION SCHEDULE FOR THE GAGAHO  
MANUFACTURING AND ASSEMBLY PLANT FOR CHINESE  
BRAND MOTOR VEHICLE SPARE PARTS PLANT**

<b>PHASE I (Comprising of Foam and Sponge Manufacturing Plant and Road/Utility Infrastructure)</b>	
<b>Period</b>	<b>Activity Schedule</b>
Quarter 1 Year 2025 (January to March)	Project Mobilization – Land Lease Signing, Contractor, Local Authorities, Work force mobilization
Quarter 2 Year 2025 (April to June)	Project Mobilization –Contractor, Local Authorities, Work force mobilization
Quarter 3 Year 2025 (July to September)	Project Implementation – Construction Phase I
Quarter 4 Year 2025 (October to December)	Project Implementation – Construction Phase I
Quarter 1 Year 2026 (January to March)	Project Implementation – Construction Phase I
Quarter 2 Year 2026 (April to June)	Handover by Contractor
Quarter 3 Year 2026 (July to September)	Operations Commence. Open for business
Quarter 4 Year 2026 (October to December)	Systems review, testing and review. Fine-tuning of operational systems.
Quarter 4 Year 2026 (October to December)	Full facility functional status
Quarter 1 Year 2027 (January to March)	Project Phase I is fully 100% operational
<b>FULLY OPERATIONAL PROJECT</b>	

## 6. CAPITAL INVESTMENT COST

Projected capital requirements for Phase I of the project are highlighted below. We envisage a balanced mix of shareholder equity and external financing if required from banks.

Our expected capital to asset ratio is within desired capital adequacy ratio designed to promote adequacy of the operations.

This projections are highlighted below.

S/No	Source of Capital	Projected Amount (In USD)
01	Shareholders' Equity - Lease and Construction, Plant Installation	500,000.00
02	Equity Mix/ Capital Equipment Lease	900,000.00
<b>Total Projected Equity/Capital for the Project</b>		<b>1,400,000.00</b>
		<b>United States Dollar One Million, Four Hundred Thousand Only</b>

## 8. FINANCIAL PLAN AND USE OF FUNDS

Projected expenditure for the project inclusive of startup costs are highlighted as structured below:

- **GENERAL ASSUMPTIONS**

The Company has the following key assumptions which guide this investment decision.

- a) A steady exponential growth curve based on market demand for our finished products;
- b) Fixed facilities costs which do not fluctuate with more than 10% deviation;
- c) New age technological tools and equipment designed to meet and match equipment utilization and capacity needs.

- **SALES FORECAST**

The company envisages a conservative sales forecast of 74% equipment utilization within a 7-day work week. This is well within normal manufacturing plant industry estimates of eighty (80%) percent capacity utilization.

We however estimate that we shall start at a conservative figure of twenty (20) percent gradually increase reaching peak production capacity of eighty-eight (88%) percent peak average daily.

Based on performance metrics we believe we can incorporate cold chain packaging products or design and manufacture complex foam or sponge material products within our facility in a span of 3 years based on the strength of in-house experience, production stabilization and economies of scale.

This translates to estimated sales unit of

**Capacity of facility based on design of plant and machinery to be installed at the facility available**

**Utilization at 70% capacity = 438 Units available per Month X 12 Months = 5,250 Capacity sold Annually**

<b>Units Produced Annually</b>	<b>Sale Price Per Unit</b>	<b>Projected Annual Revenue</b>
5,250 Units capacity	441,600 Tshs per Part (conservatively cheaper than comparative imported product at compared market rates)	2,318,400,000.00
<b>Projected Annual Revenue</b>		<b>2,318,400,000.00</b>
		Tanzania Shillings Two Billion, Three Hundred and Eighteen Million, Four Hundred Thousand Shillings Only

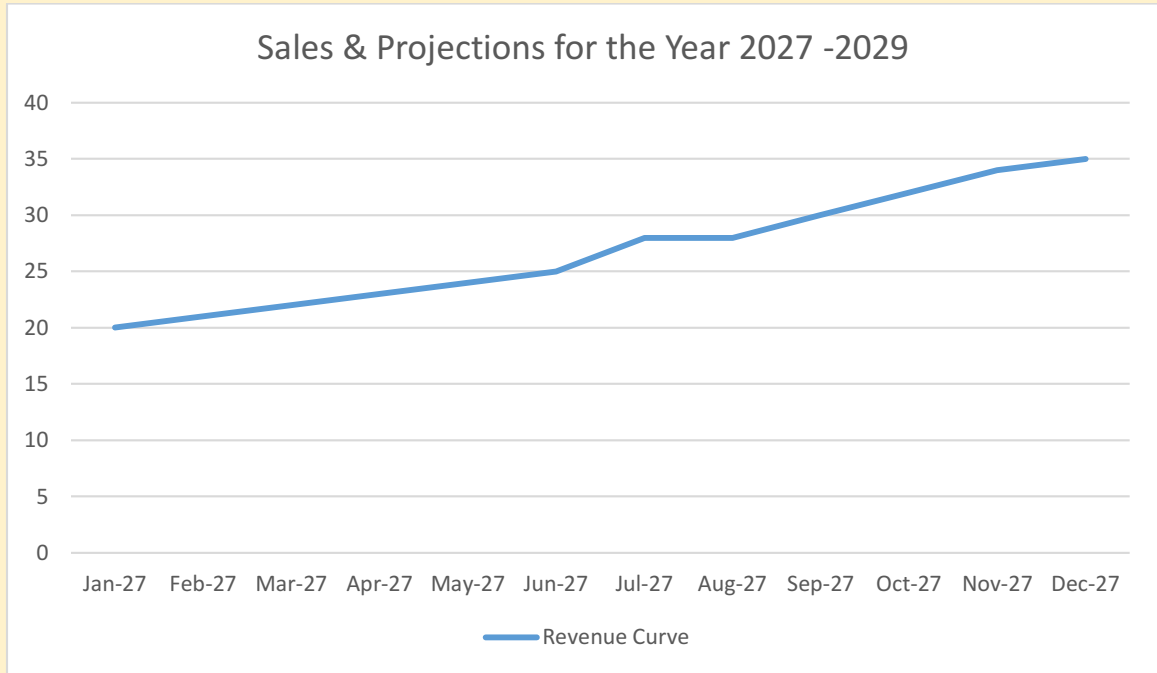
This projection also does not quantify expected revenue from the below streams of income namely:

- Support Industries who rely on the manufacturing component from the industries located on site
- Materials Consultation Revenue
- Specialized Client Needs
- Cold Chain Packaging Products (to be manufactured on site in future)

- E- Commerce clients who can use our facility for inventory management

These are conservatively expected to bring in at least and extra 15% of total revenue for the establishment.

Our projected Year on Year growth curve once the project is fully operational would be as below:



- **STARTUP COSTS**

Envisaged start-up costs for the project are highlighted as below.

S/No	Detailed Start Up Costs	Projected Amount (In USD)
01	Long term land lease	450,000.00
02	Buildings Construction	550,000.00
03	Vehicles	45,000.00
04	Operational Equipment & Fittings	75,000.00
05	Pre- Expenses	50,000.00
06	Others	30,000.00
07	Working Capital	200,000.00
Detailed Start Up Costs for the Project		1,400,000.00
		United States Dollar One Million, Four Hundred Thousand Only

- **RUNNING COSTS**

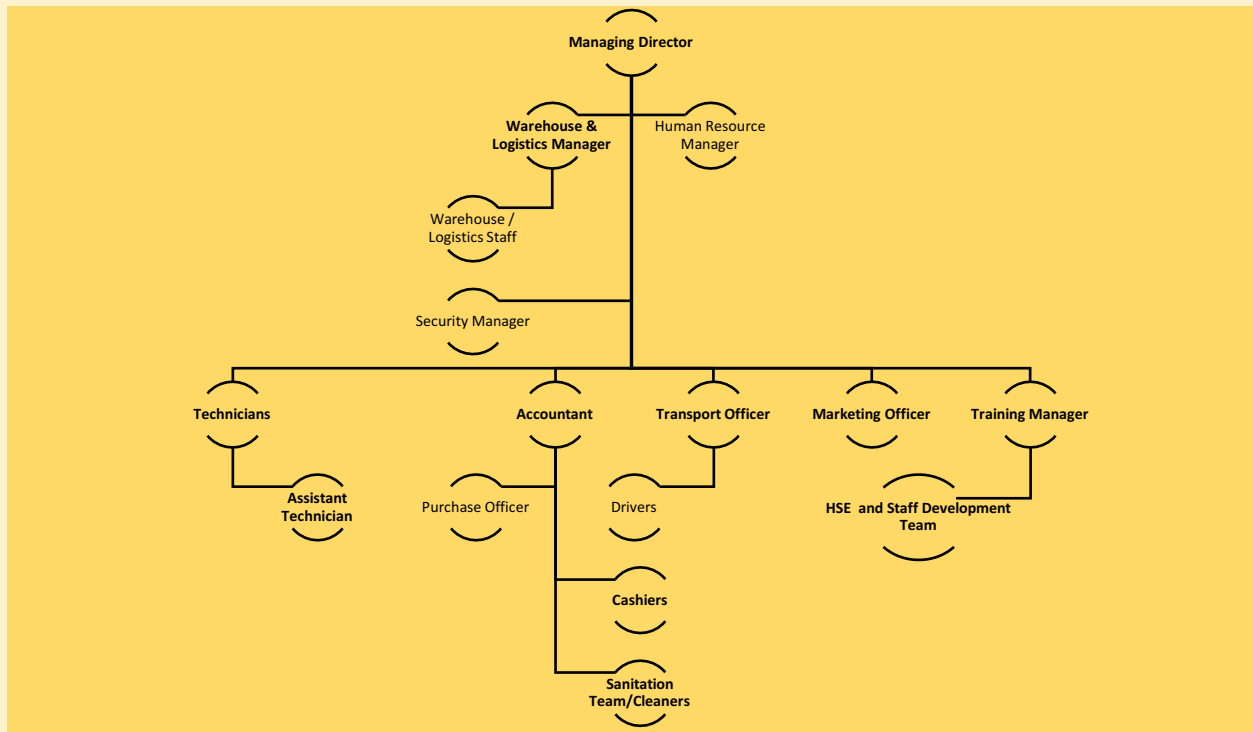
Envisaged running costs for the project once operational are highlighted as below per month. Please note this is separate from raw material costs.

**PROFORMA RUNNING COSTS**

S/No	Description	Projected Expenditure per Month (In Tanzania Shillings)
Production Costs	Electricity	25,000,000.00
Production Costs	Security Services, Plant Management Services	43,000,000.00
Administrative Costs	Admin Expenses	2,500,000.00
Administrative Costs	Finance Costs	4,000,000.00
Payroll Expenses	Salaries and Wages	32,200,000.00
<b>Total Monthly Running Costs for the Project</b>		<b>106,700,000.00</b>
		Tanzania Shillings One Hundred and Six Million, Seven Hundred Thousand Only

- ORGANIZATION STRUCTURE & PROJECTED PAYROLL COSTS**

A detailed Organization Structure inclusive of payroll details is listed below



S/No	Position	Number of Employees	Gross Salary	Total Gross Salary
01	Managing Director	1	2,000,000	2,000,000.00
02	Plant Manager	1	1,000,000	1,000,000.00
03	Human Resource Manager	1	1,000,000	1,000,000.00
04	Stores and Inventory Manager	1	1,000,000	1,000,000.00
05	Security Manager	1	800,000	800,000.00
06	Technicians	6	600,000	3,600,000.00
07	HSE and Staff Development Team	9	600,000	4,500,000.00
08	Plant Production Team	15	500,000	7,500,000.00
04	Assistant Technicians	4	400,000	1,600,000.00
05	Cashiers	2	200,000	400,000.00
06	Accountant	1	1,000,000	1,000,000.00
07	Drivers	2	500,000	1,000,000.00
08	Marketing Officer	1	500,000	500,000.00

09	Sanitation/Cleaners	7	300,000	2,100,000.00
	<b>Gross Salary Expenses</b>			<b>28,000,000.00</b>
	<b>NSSF Liability</b>			<b>2,800,000.00</b>
	<b>WCF Liability</b>			<b>280,000.00</b>
	<b>SDL Liability</b>			<b>1,120,000.00</b>
			<b>Total Salary and Wages Cost</b>	<b>32,200,000.00</b>

- CASH FLOW FORECAST ONCE OPERATIONAL**

Based on projected production figures; our cash flow forecast for the project in its initial year of operations has been split into 4 stages to match accommodation capacity.

**Quarter 4 – Year 2026 (October to December)**

<b>GAGAHO CO. LIMITED</b>					
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2026 – QUARTER 4 (OCT - DEC 2026)</b>					
<b>PLANT UTILIZATION – 42% CAPACITY</b>					
	Quarter 4 Year 2026 October	Quarter 4 Year 2026 November	Quarter 4 Year 2026 December		<b>QUARTER 4 YEAR 2026 YTD</b>
Revenue					
Unit Selling Price	441,600.00	441,600.00	441,600.00		1,324,800.00
Capacity	263	263	263		789
Expected Sales p/month	116,140,800	116,140,800	116,140,800		348,422,400.00
LESS: Direct Costs Allocation	82,540,800	82,540,800	82,540,800		247,622,400.00
Gross Profit	33,600,000	33,600,000	33,600,000		100,800,000.00
Payroll	32,200,000	32,200,000	32,200,000		96,600,000.00

Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			13,864,000.00
Net Profit before Tax	(10,100,000.00)	(10,100,000.00)	(10,100,000.00)			(30,300,000.00)
Corporate Tax @ 30 Percent						
Net Loss	(10,100,000.00)	(10,100,000.00)	(10,100,000.00)			(30,300,000.00)

### Quarter 1 – Year 2027 (January to March)

<b>GAGAHO CO. LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 1 (JAN TO MARCH 2027)</b>						
<b>PLANT UTILIZATION – 60 % CAPACITY</b>						
	Quarter 1 Year 2027 January	Quarter 1 Year 2027 February	Quarter 1 Year 2027 March			<b>QUARTER 1 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	441,600.00	441,600.00	441,600.00			1,324,800.00
Capacity	375	375	375			1,125
Expected Sales p/month	165,600,000	165,600,000	165,600,000			496,800,000.00
LESS: Direct Costs Allocation	76,800,000	76,800,000	76,800,000			230,400,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00

Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
<b>PROJECT BREAK EVEN &amp; PROFITABILITY BY Q1 2026</b>						
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

**Quarter 2 – Year 2027 (April to June)**

<b>GAGAHO CO. LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 2 (APRIL TO JUNE 2027)</b>						
<b>PLANT UTILIZATION – 60% CAPACITY</b>						
	Quarter 2 Year 2027 April	Quarter 2 Year 2027 May	Quarter 2 Year 2027 June			<b>QUARTER 2 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	441,600.00	441,600.00	441,600.00			1,324,800.00
Capacity	375	375	375			1,125
Expected Sales p/month	165,600,000	165,600,000	165,600,000			496,800,000.00
LESS: Direct Costs Allocation	76,800,000	76,800,000	76,800,000			230,400,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00

Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

### Quarter 3 – Year 2027 (July to September)

<b>GAGAHO CO. LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 3 (JULY TO SEPTEMBER 2027)</b>						
<b>PLANT UTILIZATION – 60% CAPACITY</b>						
	Quarter 3 Year 2027 July	Quarter 3 Year 2027 August	Quarter 3 Year 2027 September			<b>QUARTER 3 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	441,600.00	441,600.00	441,600.00			1,324,800.00
Capacity	375	375	375			1,125
Expected Sales p/month	165,600,000	165,600,000	165,600,000			496,800,000.00
LESS: Direct Costs Allocation	76,800,000	76,800,000	76,800,000			230,400,000.00
Gross Profit	88,800,000	88,800,000	88,800,000			266,400,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00

Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00
Net Profit before Tax	45,500,000.00	45,500,000.00	45,500,000.00			136,500,000.00
Corporate Tax @ 30 Percent	13,650,000	13,650,000	13,650,000			40,950,000.00
Net Profit	31,850,000	31,850,000	31,850,000			95,550,000.00

**Quarter 4 – Year 2027 (October to December)**

<b>GAGAHO CO. LIMITED</b>						
<b>PROJECTED CASHFLOW FOR FINANCIAL YEAR 2027 – QUARTER 4 (OCTOBER TO DECEMBER 2027)</b>						
<b>PLANT UTILIZATION – 85% CAPACITY</b>						
	Quarter 4 Year 2027 July	Quarter 4 Year 2027 August	Quarter 4 Year 2027 September			<b>QUARTER 4 YEAR 2027 YTD</b>
Revenue						
Unit Selling Price	441,600.00	441,600.00	441,600.00			1,324,800.00
Capacity	532	532	532			1,596
Expected Sales p/month	234,931,200	234,931,200	234,931,200			704,793,600.00
LESS: Direct Costs Allocation	90,931,200	90,931,200	90,931,200			272,793,600.00
Gross Profit	144,000,000	144,000,000	144,000,000			432,000,000.00
Payroll	32,200,000	32,200,000	32,200,000			96,600,000.00
Admin Costs	2,500,000	2,500,000	2,500,000			7,500,000.00
Electricity	5,000,000	5,000,000	5,000,000			15,000,000.00
Finance Costs	4,000,000	4,000,000	4,000,000			12,000,000.00

Net Profit before Tax	100,300,000.00	100,300,000.00	100,300,000.00			300,900,000.00
Corporate Tax @ 30 Percent	30,090,000	30,090,000	30,090,000			90,270,000.00
Net Profit	70,210,000	70,210,000	70,210,000			210,630,000.00

Gagaho Co. Limited



# 5 Year Finances Projections

<b>GAGAHO CO. LIMITED</b>						
<b>5 YEAR FINANCIAL PLANNING – PROFORMA PROFIT &amp; LOSS</b>						
<b>PROPOSED DEVELOPMENT OF A MANUFACTURING AND ASSEMBLY PLANT FOR CHINESE BRAND MOTOR VEHICLE SPARE PARTS</b>						
<b>PLOT 96 KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA</b>						
	<b>Year 2026</b>	<b>Year 2027</b>	<b>Year 2028</b>	<b>Year 2029</b>	<b>Year 2030</b>	<b>YTD 5+</b>
Revenue						
Unit Selling Price	441,600.00	441,600.00	441,600.00	441,600.00	441,600.00	2,208,000.00
Units Sold	263	4,971	6,384	6,384	6,384	24,386
Expected Sales	116,140,800	2,195,193,600	2,819,174,400	2,819,174,400	2,819,174,400	10,768,857,600.00
LESS: Direct Costs Allocation	82,540,800	963,993,600	1,022,600,000	1,022,600,000	1,022,600,000	4,114,334,400.00
<b>Gross Profit</b>	<b>33,600,000</b>	<b>1,231,200,000</b>	<b>1,796,574,400</b>	<b>1,796,574,400</b>	<b>1,796,574,400</b>	<b>6,654,523,200.00</b>
Payroll	32,200,000	386,400,000	386,400,000	386,400,000	386,400,000	1,577,800,000.00
Admin Costs	2,500,000	30,000,000	30,000,000	30,000,000	30,000,000	122,500,000.00
Electricity	5,000,000	60,000,000	60,000,000	60,000,000	60,000,000	245,000,000.00
Finance Costs	4,000,000	48,000,000	48,000,000	48,000,000	48,000,000	196,000,000.00
Net Profit/Loss before Tax	(10,100,000.00)	706,800,000	1,272,174,400	1,272,174,400	1,272,174,400	4,513,223,200.00
Corporate Tax @ 30 Percent		212,040,000	381,652,320	381,652,320	381,652,320	1,353,966,960.00
<b>Net Profit</b>	<b>(10,100,000.00)</b>	<b>494,760,000</b>	<b>890,522,080</b>	<b>890,522,080</b>	<b>890,522,080</b>	<b>3,156,226,240.00</b>

Gagaho Co. Limited



# Evidence of Financing

Agricultural Bank of China  
 No.69,Jianguomen Nei  
 Avenue,Dongcheng District,Beijing,  
 P.R.China,100005 Customer Service  
 Center:95599  
 E-mail:95599@abchina.com  
 Web:www.abchina.com



**中国农业银行**  
 AGRICULTURAL BANK OF CHINA

**Account Statement**

<b>Account Name:</b>	XIE SHANGMIN	<b>Date:</b>	Thu, 20 OCT 2024
<b>Account Number:</b>	77466223110245	<b>Time:</b>	15:20:42
<b>Account Currency:</b>	RMB	<b>Opening Balance:</b>	770,225.13
<b>Branch Name:</b>	ZHEJIANG BRANCH	<b>Total Debits:</b>	2,032,569.84
<b>Start Period:</b>	01/10/2024	<b>Total Credits:</b>	820,896.00
<b>End Period:</b>	28/03/2025	<b>Closing Balance:</b>	1,981,898.97

Booking Date	Value Date	Reference	Description	Debit	Credit	Balance
10 OCT 24	10 OCT 24	FT21153ZBKX3	TRANSACTION DEPOSIT	883,130.00	0.00	1,035,271.13
26 OCT 24	26 OCT 24	FT21153FX6QV	TRANSFER FT21153FX6QV	180,000.00	0.00	1,215,271.13
27 OCT 24	27 OCT 24	FT21153AB6QV	CUSTOMER UBPR TFT /PYT FOR THE	270,000.00	0.00	1,486,271.13
27 OCT 24	27 OCT 24	FT211540PZLP	AC-589464606410132	225,000.00	0.00	1,710,271.13
11 NOV 24	11 NOV 24	FT21154Y0FP1	AC-589464606410132	73,889.84	0.00	2,072,452.97
28 NOV 24	28 NOV 24	FT21154FG3CS	129999/YAO LOU//DEPOSIT	92,000.00	0.00	2,164,452.97
28 NOV 24	03 NOV 24	FT211540PZLP	INTEREST ON ACCOUNT	0.00	0.00	2,164,452.97
05 DEC 24	05 DEC 24	FT21154N85X7	AC-593427316910127	308,550.00	0.00	2,873,000.97
30 DEC 24	03 DEC 24	FT27854N85X7	INTEREST ON ACCOUNT	0.00	0.00	2,873,000.97
03 JAN 25	03 JAN 25	FT21154Y0FP1	NANCHOONG YUA DYEING TECH LTD	0.00	169,896.00	2,632,898.97
16 JAN 25	16 JAN 25	FT21155JNZC8	NANCHOONG YUA DYEING TECH LTD	0.00	500,000.00	2,132,898.97
22 FEB 25	22 APR 25	FT21755ZSZC8	OUTWARDS TRANSFERS TFT TRANSFER	0.00	150,000.00	1,982,898.97
15FEB 25	04 JUN 25	FT211559JM7T	WEB TRANSACTION CHARGE FOR	0.00	1,000.00	1,981,898.97

Bank Officer.SYSTEM(Auto)

Page 1 of 1



**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2019**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF GAGAHO CO., LIMITED.**

I, **LYU MIAO** an adult, Chinese National of Passport Number **EL2549257** and Shareholder/Director of **Gagaho Co., Limited**, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 183-530-178**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
  
1. I am a Director and Shareholder of **M/s Gagaho Co., Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business for this project to be located at **Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**.
  
2. I certify that on **02<sup>nd</sup> April 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
  
3. I certify that on **02<sup>nd</sup> April, 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
  
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
  
5. I certify that I shall personally ensure that the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania** is completed as per project plan to the full satisfaction of the company as well

as all relevant stakeholders in the project including the Tanzania Investment Center.

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002*.

**VERIFICATION**

I, the said **LYU MIAO**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of April, 2025.

吕苗  
LYU MIAO

**AFFIRMED** at Dar Es Salaam by )  
the said **LYU MIAO** )  
who is known/identified to by me )  
Kennedy Robert )  
in my presence this 02<sup>nd</sup> Day of April, 2025)

吕苗  
DEPONENT

**WITNESS:**

Name: Magreth Melhiny )  
Signature: )  
Address: Dar es Salaam )  
Qualification: Advocate )



**DRAWN BY:**

LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2019**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF GAGAHO CO., LIMITED.**

I, **XIE SHANGMIN** an adult, Chinese National of Passport Number **E56792484** and Shareholder/Director of **Gagaho Co., Limited**, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 183-530-178**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
1. I am a Director and Shareholder of **M/s Gagaho Co., Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business for this project to be located at **Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**.
2. I certify that on **02<sup>nd</sup> April 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
3. I certify that on **02<sup>nd</sup> April, 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
5. I certify that I shall personally ensure that the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania** is completed as per project plan to the full satisfaction of the company as well

as all relevant stakeholders in the project including the Tanzania Investment Center.

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002*.

**VERIFICATION**

I, the said **XIE SHANGMIN**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of April, 2025.

谢尚敏  
**XIE SHANGMIN**

**AFFIRMED** at Dar Es Salaam by )  
the said **XIE SHANGMIN** )  
who is known/identified to by me )  
.. Kennedy Robert .. )  
in my presence this 02<sup>nd</sup> Day of April, 2025)

谢尚敏  
**DEPONENT**

**WITNESS:**  
Name: Magell Mulkiory Kussoka  
Signature: M  
Address: Dar es Salaam  
Qualification: Advocate



**DRAWN BY:**  
LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

Gagaho Co. Limited



# Evidence of Land Ownership

DATED THIS 27<sup>th</sup> DAY OF MARCH, 2025

## SALE AGREEMENT

Between

**SOAP AND ALLIED INDUSTRIES LIMITED**

And

GAGAH Co. Limited ..... **LIMITED**

### PROPERTY

PROPERTY TO BE SOLD: Plot No. 96 with 59913 Square Metres (Equivalent to 14.81 Acres)  
LOCATED AT KAZOLE VIKINDU AREA – MKURANGA DISTRICT WITHIN COAST REGION

**DRAWN BY:-**

F.S.Kinabo & Company, Advocates,  
Appt. 106/107 Vohora Building,  
Boma Road,  
P.O. Box 825,  
**Arusha**

E-mail: [emmanuel@kinaboadvocates.com](mailto:emmanuel@kinaboadvocates.com)

## SALE AGREEMENT

THIS AGREEMENT is made on the ..... day of **March**, 2025

**Between**

**SOAP AND ALLIED INDUSTRIES LIMITED**, A Company registered in the United Republic of Tanzania of P. O. Box 283, DAR ES SALAAM (hereinafter referred to as the "**SELLER**") of the one part;-

**And**

GAGATO Co. Limited ..... **LIMITED** a Company registered in the United Republic of Tanzania with Incorporation No..... of P.O.BOX ..... Dar es salaam (hereinafter referred to as the "**PURCHASER**") of the other part;-

**WHEREAS** the **SELLER** desires to sell and the **PURCHASER** desire to purchase the **SELLER'S** property on the terms and subject to the conditions hereinafter set forth;

**NOW THEREFORE IN CONSIDERATION** of the promises and the mutual covenants of the parties hereto as set forth hereinafter, it is mutually agreed as follows:-

### **1: DEFINITION AND INTERPRETATION**

1:1 In this Agreement, unless the context otherwise requires:-

- "**Agreement**" means this Sale Agreement as originally executed, and all instruments supplemental thereto and any amendments to this Agreement subsequently agreed upon from time to time in writing by the parties.
- "**Completion**" means the Completion of all those matters set out in Clause 4:1;
- "**Completion Date**" means the date on which Completion occurs;
- "**Consideration**" means the sum of the Purchase Price amounting  
**One Hundred Forty Eight Million One Hundred Thousand Tanzanian Shillings (Tshs.148,100,000/=)**
- "**Encumbrance**" means any encumbrance including without limitation Any claim, debenture, mortgage, pledge, charge, lien, Deposit by way of security, bill of sale, option or right of Pre-emption, beneficial ownership, (Including usufruct And similar entitlements) any provisional or executorial attachment and any other interest held by third party.
- "**Government**" means the Government of the United Republic of Tanzania.

- "Information"** means all information relating to the Property as hereinabove described, the subject of this Agreement, including without limitation information relating to the Title over the Property as originally existing;
- "Party"** means any one of the signatories to this Agreement;
- "Permits"** means all permits, licenses, consents, approvals, certificates, qualifications, registrations or other authorizations, of filings of notification, reports or assessments to be issued to the PURCHASER the transfer of the Property to the PURCHASER.
- "Property"** means Plot No. Plot No. 96 with 59913 Square Metres ( Equivalent to 14.81 Acres) located at KAZOLE VIKINDU AREA – MKURANGA DISTRICT within COAST REGION
- "Purchase Price"** One Hundred Forty Eight Million One Hundred Thousand Tanzanian Shillings (Tshs.148,100,000/=) based at a rate of Tanzania Shillings Ten Million per Acre.
- "Taxation"** means all forms of taxation, duties, levies, imposts and Social security charges, including, without limitation, Value added tax, capital gains tax and other legal Transaction taxes, (municipal) real estate taxes other Municipal taxes and duties, land rent, environment Taxes and duties and any other type of taxes or duties Payable by the SELLER with any interest, penalties surcharges or fines relating thereto, due payable levied, imposed upon or claimed to be owed by the SELLER up to the date of Delivery of the Certificate of Title to the PURCHASER. Thereafter such costs and taxes shall be payable by the PURCHASER as per the law.
- 1:2 References to the singular include, when the context so admits references to the plural and vice versa and references to Clauses, and Schedules are references to the Clauses of this Agreement.
- 1:3 References to any statutes shall include any statute, by law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted or extended by the same or pursuant to which the same is made.
- 1:4 Words importing the masculine gender shall include the feminine gender And vice – versa.
- 1:5 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1:6 References to any document or agreement include references to such document or agreement as amended, novated, replaced or supplemented from time to time.

- 1:7 Reference to any person or Party include that person's or Party's successors or permitted assigns.
- 1:8 If any of the provisions in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or unenforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

## **2. SALE OF ASSETS AND PRICE**

- 2.1 Upon and subject to the terms and conditions of this Agreement, the SELLER shall sell, and hand over to the PURCHASER, and PURCHASER shall purchase and acquire from the SELLER all that land described as Plot No. 96 with 59913 Square Metres (Equivalent to 14.81 Acres) LOCATED AT **Kazole Vikindu Area, MKURANGA DISTRICT WITHIN COAST REGION**, and the developments made therein. The property is surveyed for use as Industrial land but does not have a Certificate of Title until such time that the SELLER shall process and issue it in the PURCHASER'S name.

The Purchase Price for the Property stated in Clause 2.1 above shall be **One Hundred Forty Eight Million One Hundred Thousand Tanzanian Shillings (Tshs.148,100,000/=)**

Provided that the PURCHASER shall be entitled to a Derivative Title under the Tanzania Investment Centre (TIC) for being a Foreign Company.

## **3. TERMS AND CONDITIONS OF PAYMENT OF THE PURCHASE PRICE**

- 3.1 The purchase price is payable in two installments whereby 50% of the Consideration is payable on signing this agreement, and the remainder 50% of the consideration shall be payable after Thirty (30) days of payment of the first installment.
- 3.2 The SELLER shall immediately upon signing this Agreement process the Certificates of Right of Occupancy for the sold plots and supplying the same to the PURCHASER .

## **4. DELIVERY, GIVING POSSESSION AND TRANSFER OF TITLE**

- 4.1 Upon completion, the SELLER shall deliver to the PURCHASER
- 4.1.1 The Certificate of Title for the Property duly registered in the name of the Purchaser, free and discharged of all mortgages or other encumbrances if any and with use category being Industrial.

- 4.1.2 Vacant possession of the Property together with a power supply point at the outer part of the fence of each Plot sold
- 4.1.3 The information and all other records, documents, lists categories, literature and material as are included in, or relate to, the Property.
- 4.1.4 Upon being given possession of the property, purchaser will have an exclusive title over the property and he will be at liberty if he so wishes to dispose it to private person, corporate body, governmental and non-governmental organizations or any other person of whatever description.
- 4.1.5 That, there will be no time limit required for the PURCHASER to develop the plots. To be specific, the Purchaser will be at liberty to develop that plots at any time he wishes to do so, subject to the conditions of the PURCHASER'S Certificate of Title and land regulations.
- 4.1.6 That the PURCHASER shall not be charged any management or maintenance charges by the SELLER or any other authority having management of the Industrial area where the sold Plots are located.

## **5. STATUS OF THE PROPERTY**

- 5.1 The PURCHASER had prior to the execution of the Sale Agreement, received an undertaking from the SELLER that the said land is surveyed and ready for issuance of new Certificates of Title and that this agreement is based upon the undertaking by the PURCHASER that the information is accurate and a true representation of the status of the property being sold hereby.
- 5.2 That the PURCHASER had prior to execution of this agreement conducted a due diligence of the SELLER'S capacity to dispose of the property hereby sold and that the latter has a clean title to pass to the PURCHASER.

## **6. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

- 6.1 The SELLER represents and warrants to the PURCHASER as of the date of signing of this Agreement that it is acting in good faith and that each representation and warranty as it applies to it, is true, accurate, complete and not misleading.
- 6.2 The SELLER represents and warrants the following to the PURCHASER as of the date of signing of this Agreement;
  - 6.2.1 The SELLER is the legally registered occupant of the piece and parcel of land, being the Property, and therefore has title to transfer to the PURCHASER.
  - 6.2.2 The execution of this Agreement by the SELLER shall constitute a legal, valid and binding obligation of the SELLER in accordance with its terms.

- 6.3 The SELLER acknowledges that the PURCHASER is relying upon the representations and warranties given by it under this Clause 6 in entering into this Agreement.
- 6.4 That in the event of the Seller failure to give vacant possession and title to the Purchaser of the Plot of Land earmarked for sale or any other Plot hereby sold, this agreement shall terminate at the option of the Purchaser and the Seller shall be obliged to refund all the monies paid upon it vide this agreement plus an interest of Ten per centum (10%) thereon.
- 6.5 That the SELLER is obliged to deliver to the PURCHASER the Certificates of Title to the land hereby sold within a period of Forty (40) days from the date of signing this deed subject to any delays beyond its control and/or due to the PURCHASER'S TIC Status, failure of which the SELLER shall be deemed to have failed to pass title to the PURCHASER under clause 6.4 hereof.

## **7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

- 7.1 The PURCHASER represent and warrant the following to the SELLER as of the date of signing of this Agreement;
- 7.1.1 All actions required to authorize the entering into this Agreement by the PURCHASER and the performance of its obligations hereunder have been duly taken;
- 7.1.2 The execution of this Agreement or the performance by the PURCHASER of obligations hereunder will not result in any breach of any agreement to which the PURCHASER or of any Court order; and
- 7.1.3 This Agreement has been duly executed and delivered by the PURCHASER and constitutes a legal, valid and binding obligation of the PURCHASER in accordance with its terms.
- 7.1.4 That the PURCHASER is registered under the Tanzania Investment Centre and shall supply the SELLER with a certificate of Incentives for purposes of issuance of its Certificate of Right of Occupancy.
- 7.2 The PURCHASER acknowledges that the SELLER is relying upon the representations and warranties given by the PURCHASER under this Clause 7 in entering into this Agreement.

## **8. SURVIVAL AND BREACH OF REPRESENTATIONS AND WARRANTIES**

- 8.1 The SELLER shall indemnify the PURCHASER against all actions, claims, Demands or loses arising from any misrepresentation, breach of warranty or breach of undertaking by the SELLER under this Agreement provided that, in the case of any action, claim, demand or loss arising from any breach of warranty.
- 8.1.1 No such claim shall be made unless it exceeds Tanzanian shillings **ONE MILLION (Tshs. 1,000,000/=)**

8.1.2 The aggregate liability of the SELLER in respect of all claims to the PURCHASER is not limited to the Purchase Price plus interest thereon at the rate of 10%.

8.1.3 The SELLER'S liability under this clause shall cease with the delivery of Title in the PURCHASER'S name.

8.2 The PURCHASER shall indemnify the SELLER against all actions, claims demands or losses arising from any misrepresentation by the PURCHASER under this Agreement or breach of any terms hereof and that the aggregate liability of the PURCHASER in respect of all claims is limited to the Purchase Price.

8.3 Recovery or indemnification for or by any Party for any misrepresentation or breach of under this Agreement shall be permitted only in respect of claims made prior to the First Anniversary of the date the Agreement is signed. No party shall have any liability whatsoever in respect of any such breach occurring on or following the First Anniversary of the date of this Agreement.

8.4 Each of the obligations, warranties indemnities accepted, given, made, repeated or deemed repeated under this Agreement which have not been fully performed at Completion shall continue in full force and effect notwithstanding completion or any other event or matter whatsoever and shall inure to and be of the benefit of the parties and their respective successors and permitted assigns.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

9.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

9.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take, if the claim is within the pecuniary jurisdiction of the High Court, legal action at the Commercial Division of the High Court.

## **10. BREACH OF AGREEMENT AND FORCE MAJEURE**

10.1 If any representation or warranty mentioned in these presents is incorrect or should a party be in default in executing or failing to execute any of its obligations hereunder, any other party shall be entitled to notify the defaulting party in writing with appropriate particulars and if such other party cannot be satisfied as to any corrective action taken in respect thereof or if the inaccuracy is not corrected or the obligations executed within seven (7) days from the date of the written notice, such other party shall have the right to exercise any recourse available in law.

10.2 In Case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the general law, including any right to specific performance, to claim damages or compensation, any right to rescission and any the statutory remedies.

10.3 No party (or any person acting on their behalf) shall have any responsibility or liability for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

10.4 A party claiming the benefit of this provision shall, as soon as reasonably possible upon the occurrence of any such event, notify the other party of the nature and extent of such force majeure condition and shall use due diligence to remove any such causes and resume the performance of this Agreement as soon and as far as it would be possible.

## **11. EXPENSES AND TAXES**

11.1 All taxes, duties or fees and all other such payments incidental to the transactions contemplated by this Agreement shall be paid by the SELLER with the exception of Stamp Duty and costs of obtaining the Certificate of Title in its name.

## **12. FURTHER ASSURANCES**

The SELLER shall execute such other documents and do such other acts and things as the PURCHASERS may reasonably require in order perfecting the right, title and interest of the PURCHASER in the Property.

## **13. ANNOUNCEMENTS OR COMMUNICATIONS**

No announcement or communication concerning the terms or conditions of this Agreement shall be made or authorized by any of the Parties before the Completion Date without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.

## **14. COMPLETE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.

## **15. WAIVER OF RIGHTS**

Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

## **16. SUCCESSORS AND ASSIGNS**

16.1 This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16.2 It is hereby agreed and declared that the PURCHASER is entitled to assign or transfer the rights and/or obligations under this Agreement to any person or their associate company's subject to the several covenants and obligations contained herein and SELLER shall not raise any objections or requisitions in respect thereof.

## 17. NOTICES

17.1 All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail to the addresses set forth below;

17.2 In the case of the PURCHASER to;

GAGAYO CO.  
..... LIMITED,  
P. O. Box .....,  
DAR ES SALAAM.

In the Case of the SELLER to:

The Managing Director,  
Soap and Allied Industries Limited,  
P.O. Box 283,  
Dar es salaam

17.3 The parties may, at any time, by like notice to each other party designate any other addresses and/or telefax number to which notices and other communications should be transmitted.

17.4 Any such notices, requests, demands or communications shall be deemed to have been properly given or delivered as aforesaid to the party to which it was addressed only when it has been received by such party, and in the case of registered mail, on the fourteenth (14<sup>th</sup>) business day following posting, and to prove such posting it shall be sufficient to prove that the envelope was properly addressed, stamped and mailed at a post office.

## 18. IMPLEMENTATION OF AGREEMENT

Each of the parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writing and to do, or to see that there is done, all that which is considered necessary in order to fulfill the object of this Agreement and in order to give full effect to all of its provisions.

## 19. COUNTERPARTS

This Agreement may be executed in three (3) counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

**IN WITNESS WHEREOF;-** The parties hereto have executed this Agreement on the day and year first hereinabove written.

SIGNED, SEALED and DELIVERED  
By SOAP AND ALLIED INDUSTRIES  
LIMITED.

in our presence this  
27th day of March, 2025

.....  
COMMON SEAL

WITNESS;

Name; MR. ZANUQ LINDUWA

Signature; [Signature]

Postal Address: P.O. Box 283, SIM

Qualification: DIRECTOR

WITNESS;

Name; MR. HAMID BHARMAL

Signature; [Signature]

Postal Address: P.O. BOX 283 DAR ES SALAAM

Qualification: DIRECTOR

IN MY PRESENCE;

Name; [Signature]

Signature; [Signature]

Postal Address: Box 50, BUNDA

Qualification: ADVOCATE



SIGNED, SEALED and DELIVERED  
By GAMB CO. LIMITED.

in our presence this  
27th day of March, 2025

.....  
COMMON SEAL

WITNESS;

Name; XIE SAANG MIN

Signature; [Signature]

Postal Address: .....

Qualification: director

**WITNESS;**

Name; Zhi Qian Zhu

Signature; 朱倩倩

Postal Address: DIRECTOR

Qualification: .....

**IN MY PRESENCE;**

Name; Emmanuel Frederick

Signature; [Signature]

Postal Address: P.O. Box 825, Arusha

Qualification: Advocate/Notary Public



Gagaho Co. Limited



# Board Resolution

**GAGAHO CO.,  
LIMITED**

L. 802, Kwa Kopa, Dar es Salaam, Tanzania  
P. P.O. Box 14108 Dar es Salaam, Tanzania  
T. 255 762 139 999  
E. 408978121@qq.com

**MINUTES OF BOARD MEETING HELD ON THE 02<sup>nd</sup> APRIL, 2025 FOR  
GAGAHO CO., LIMITED AT 16.00 HRS**

**VENUE: MKWAWA STREET, OYSTERBAY, DAR ES SALAAM, TANZANIA**

**BOARD MEMBERS PRESENT**

**MEMBERS PRESENT:**

- |                     |                  |
|---------------------|------------------|
| 1. MR. XIE SHANGMIN | – BOARD CHAIRMAN |
| 2. MR. LYU MIAO     | – MEMBER         |

**MEMBERS ABSENT:**

NONE

**AGENDA**

1. TO READ THE NOTICE OF MEETING;
2. TO CONFIRM THE QUORUM OF MEETING;
3. TO CONFIRM THE AGENDA OF THE MEETING;
4. TO DISCUSS AND APPROVE APPLICATION FOR CERTIFICATE OF INCENTIVES AS ISSUED BY THE TANZANIA INVESTMENT CENTER FOR PROJECT KNOWN AND STYLED AS GAGAHO ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS TO BE LOCATED AT PLOT 96, KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA;
5. TO DISCUSS AND APPROVE PROVISION OF AND UTILIZATION OF FUNDS FROM THE SHAREHOLDERS AND DIRECTORS OF THE COMPANY TO FINANCE AND IMPLEMENT PROJECT KNOWN AS GAGAHO ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS TO BE LOCATED AT PLOT 96, KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA;

# GAGAHO CO., LIMITED

L. 802, Kwa Kopa, Dar es Salaam, Tanzania  
P. P.O. Box 14108 Dar es Salaam, Tanzania  
T. 255 762 139 999  
E. 408978121@qq.com

## **6. ANY OTHER BUSINESS**

- NONE

### **1. TO READ THE NOTICE OF THE BOARD MEETING.**

The Company Secretary read the Notice of the Board Meeting and called the meeting to order at 04.00PM.

### **2. TO CONFIRM THE QUORUM PRESENT FOR THE MEETING.**

The Chairman of the Board confirmed Quorum of the Board Meeting pursuant to Articles of Association of the Company.

### **3. TO CONFIRM THE AGENDA OF THE MEETING.**

The Chairman of the Board tabled agenda of the meeting for the member's review and confirmation.

### **4. TO DISCUSS AND APPROVE APPLICATION FOR CERTIFICATE OF INCENTIVES AS ISSUED BY THE TANZANIA INVESTMENT CENTER FOR PROJECT KNOWN AND STYLED AS GAGAHO ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS TO BE LOCATED AT PLOT 96, KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA;**

The Chairman of the Board tabled before the Board of Directors proposal for Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania. As such the meeting deliberated on this.

***After dellberations It was resolved by the Board of Gagaho Co., Company Limited that:***

- (i) It was approved that the company applies and does all necessary steps and procedures for application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.;***

**GAGAHO CO.,  
LIMITED**

L. 802, Kwa Kopa, Dar es Salaam, Tanzania  
P. P.O. Box 14108 Dar es Salaam, Tanzania  
T. 255 762 139 999  
E. 408978121@qq.com

**5. TO DISCUSS AND APPROVE PROVISION OF AND UTILIZATION OF FUNDS FROM THE SHAREHOLDERS AND DIRECTORS OF THE COMPANY TO FINANCE AND IMPLEMENT PROJECT KNOWN AS GAGAHO ASSEMBLY PLANT FOR CHINESE MOTOR VEHICLE SPARE PARTS TO BE LOCATED AT PLOT 96, KAZOLE, VIKINDU, MKURANGA, PWANI REGION, TANZANIA**

The Chairman of the Board tabled before the meeting Proposal for Shareholders and Directors of the Company to provide funds, finance and implement project known as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.**

***After deliberations it was resolved by the Board of Gagaho Co., Limited that:***

- (i) ***It was approved that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania.***

**GIVEN THAT THERE WAS NO OTHER DISCUSSION THE CHAIRMAN CLOSED THE MEETING AT 17.00 PM**

**XIE SHANGMIN:**

  
.....  
**BOARD CHAIRMAN**

**LYU MIAO:**

  
.....  
**MEMBER**



Gagaho Co. Limited



# Shareholder Affidavits

**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2019**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF GAGAHO CO., LIMITED.**

I, **LYU MIAO** an adult, Chinese National of Passport Number **EL2549257** and Shareholder/Director of **Gagaho Co., Limited**, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 183-530-178**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
1. I am a Director and Shareholder of **M/s Gagaho Co., Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business for this project to be located at **Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**.
2. I certify that on **02<sup>nd</sup> April 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
3. I certify that on **02<sup>nd</sup> April, 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
5. I certify that I shall personally ensure that the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania** is completed as per project plan to the full satisfaction of the company as well

as all relevant stakeholders in the project including the Tanzania Investment Center.

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002*.

**VERIFICATION**

I, the said **LYU MIAO**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of April, 2025.

呂苗  
LYU MIAO

**AFFIRMED** at Dar Es Salaam by )  
the said **LYU MIAO** )  
who is known/identified to by me )  
Kennedy Robert )  
in my presence this 02<sup>nd</sup> Day of April, 2025)

呂苗  
DEPONENT

**WITNESS:**

Name: Magreth Melhony )  
Signature: )  
Address: Dar es Salaam )  
Qualification: Advocate )



**DRAWN BY:**

LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

**UNITED REPUBLIC OF TANZANIA**

**THE OATHS (JUDICIAL PROCEEDINGS) AND STATUTORY  
DECLARATIONS ACT, CAP. 34 RE 2019**

**AFFIDAVIT IN SUPPORT OF CAPITAL RAISING AND FUNDS PROVISION  
BY DIRECTORS AND SHAREHOLDERS OF GAGAHO CO., LIMITED.**

I, **XIE SHANGMIN** an adult, Chinese National of Passport Number **E56792484** and Shareholder/Director of **Gagaho Co., Limited**, Body Corporate, incorporated in the United Republic of Tanzania, **Brela Registration Number 183-530-178**, do hereby **SOLEMNLY AFFIRM** and state that,

1. I am the deponent herein as such I am conversant with the facts I am about to depone hereunder.
1. I am a Director and Shareholder of **M/s Gagaho Co., Limited** a Limited Liability Company registered and incorporated under the laws of the Tanzania, with its principal place of business for this project to be located at **Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**.
2. I certify that on **02<sup>nd</sup> April 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things the Application for Certificate of Incentives as issued by the Tanzania Investment Center for project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
3. I certify that on **02<sup>nd</sup> April, 2025**, the shareholders/members/board of directors of **M/s Gagaho Co., Limited** passed a resolution in accordance with the governing documents of the company, approving amongst other things that the Shareholders and Directors of the Company have agreed to provide funds, finance and implement project known as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
4. I certify that I have the necessary means to raise the aforementioned funds which shall be invested in the project known and styled as **Gagaho Assembly Plant for Chinese Motor Vehicle Spare Parts to be located at Plot 96, Kazole, Vikindu, Mkuranga, Pwani Region, Tanzania**
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as all relevant stakeholders in the project including the Tanzania Investment Center.

6. The affidavit is made in good faith and is not detrimental to any other businesses or institutions.
7. I further affirm that all the information provided in this affidavit is true, accurate, and complete to the best of my knowledge.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the *Oaths (Judicial Proceedings) and Statutory Declarations Act, Cap. 34 RE 2002*.

**VERIFICATION**

I, the said **XIE SHANGMIN**, do verify that, what is stated above is true according to my own knowledge.

Dated and Declared at Dar Es Salaam this 02<sup>nd</sup> Day of April, 2025.

谢尚敏  
**XIE SHANGMIN**

**AFFIRMED** at Dar Es Salaam by )  
the said **XIE SHANGMIN** )  
who is known/identified to by me )  
..Kennedy Robert..... )  
in my presence this 02<sup>nd</sup> Day of April, 2025)

谢尚敏  
**DEPONENT**

**WITNESS:**  
Name: Magell Mulkiory Kussoka  
Signature: M  
Address: Dar es Salaam  
Qualification: Advocate



**DRAWN BY:**  
LexiForte Law Firm (Advocates)  
Mwalimu Julius Nyerere Pension Tower, 2<sup>nd</sup> Floor,  
Morogoro Road/Bibi Titi Mohamed Street,  
P. O. Box 77123,  
**DAR ES SALAAM**

Gagaho Co. Limited



# Shareholder Identification Documents



